FRANCHISE DISCLOSURE DOCUMENT

Papa John's Franchising, LLC
a Kentucky Limited Liability Company
2002 Papa John's Boulevard Louisville,
Kentucky 40299-0900 (502) 261-7272
www.papajohns.com

The franchise offered is for the operation of a quick service restaurant specializing in pizza and limited additional menu items under the name "Papa John's." Our standard terms may be modified by the terms of our "Non-Traditional Program" (defined in Item 1).

The total investment necessary to begin operation of a standard Papa John's franchise is $188,615 to $975,415. This includes up to $54,915 to $74,915 that must be paid to the franchisor or its affiliate. The total investment necessary to begin operation of a non-traditional Papa John's franchise is $101,500 to $405,865. This includes up to $7,000 to $56,365 that must be paid to the franchisor or its affiliate.

If you enter into a development agreement, the development fee is $5,000 for each “Papa John’s” restaurant to be opened under that agreement. You and we must agree upon the number of restaurants to be opened under the development agreement. Although there is no minimum number of restaurants, we primarily seek franchisees who are willing and able to develop multiple restaurants.

The total investment necessary to begin operation of a standard Papa John’s franchised business under the Development Agreement is $188,615 to $975,415. This includes $54,915 to $74,915 (2022 range) that must be paid to the franchisor or its affiliate(s).

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 Jasmine Britt by email Jasmine_Britt@papajohns.com.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer’s Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit 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 in franchising.

There may also be laws on franchising in your state. Ask your state agencies about them. The date of issuance of this Franchise Disclosure Document is March 24, 2023.

DISCLOSURE DOCUMENT FOR US (EXCLUDING ALASKA AND HAWAII).

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 M.
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 O 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 "Papa John's" 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 "Papa John's" franchisee?	Item 20 or Exhibit M 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 C.

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:

> **Out-of-State Dispute Resolution.** The franchise agreement and development agreement require you to resolve certain disputes with the franchisor by arbitration and/or litigation in Kentucky. Out-of-state arbitration or mediation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitration or litigate with the franchisor in Kentucky than in your own state.

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

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B	Franchise Agreement	J	Cooperative By-Laws
C	Oven Lease	K	Owner Agreement
D-1	Franchise Agreement — Non-Traditional Restaurant	L	Form of Authorization to Transfer
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		O	Financial Statements
E	Development Agreement	P	State-Specific Disclosures and State-Specific Agreement Amendments
F	Authorization of Automatic Withdrawal		
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ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor is Papa John's Franchising, LLC. For ease of reference, Papa John's Franchising, LLC will be referred to as "we," "us" or "Papa John's" in this Disclosure Document. We will refer to the person or entity who buys the franchise as "you" throughout the Disclosure Document. If you are a corporation, partnership or limited liability company, certain provisions of the agreements also apply to your owners and will be noted.

We are a Kentucky limited liability company organized on November 6, 2020. Our principal business address is 2002 Papa John's Boulevard, Louisville, Kentucky 40299. We conduct our business under our limited company name and Papa John's. We began offering franchises for Papa John's restaurants as of the date of this Disclosure Document and have never offered franchises in any other line of business. Our agents for service of process are disclosed in Exhibit A.

Our Parents, Predecessors and Affiliates

We are a direct and wholly owned subsidiary of Papa John's International, Inc., a Delaware corporation ("PJI"). PJI was the former franchisor of Papa John's pizza franchises before PJI transferred all of the existing U.S. franchise agreements and area development agreements to us on February 22, 2021. PJI offered franchises for Papa John's restaurants from November 1991 to February 2021. PJI remains the parent company, directly or indirectly, of all Papa John's related entities, and owns the Papa John's trademarks and certain other intellectual property related to Papa John's restaurants and the Papa John's franchising system.

We do not conduct the type of business to be operated by you. However, PJI, through its predecessors and affiliates have conducted business of the type to be operated by you since March 1984. Our affiliate, Papa John's USA, Inc. ("PJ USA"), has operated, and continues to operate, the majority of the company-owned Papa John's restaurants since January 1991. PJ USA provides certain services to us and Papa John's franchisees, including certain technology, support, training, site selection, marketing, and other management services. PJ USA has never offered franchises in any line of business.

Our affiliate, PJ Food Service, Inc ("PJ Food Service") distributes and sells approved products to Papa John's restaurants that we own and Papa John's restaurants owned by our franchisees. PJ Food Service operates regional dough production and food distribution facilities ("Quality Control Centers") that supply all Papa John's restaurants in the contiguous U.S. states.

Our affiliate, Preferred Marketing Solutions, Inc. d/b/a Preferring Printing and Promotions ("PMS") provides franchisees with catalogs from which smallwares, uniforms, promotional items and pre-approved, printed marketing materials can be ordered.

Our affiliate, Capital Delivery, Ltd., ("CDL") provides financing to certain franchisees as described in Item 10.

PJI and our affiliates disclosed in Item 1 share our principal business address. Except as described in Item 1, neither our predecessors nor our affiliates have ever offered franchises in any line of business or provide products or services to franchisees. In 1999, PJI acquired Perfect Pizza Holdings, Ltd. operator and franchisor of a chain of pizza restaurants in the United Kingdom under the name "Perfect Pizza". From 1999 until March 2006, PJI franchised the Perfect Pizza brand exclusively in the United Kingdom. In March 2006, PJI sold all of its interest in the Perfect Pizza business. From September 1998 until March 2008, PJI franchised one restaurant in East Lansing, Michigan under the alternative trade name "Papiano's". Except for one alternative trade name, this restaurant operated under the Papa John's system.

Description of the Franchise

Papa John's restaurants are characterized by a distinctive system which includes: special recipes and menu items; distinctive design, décor, color scheme and furnishing; software and programs; standards, specifications and procedures for operations systems for communicating with us, suppliers and customers; procedures for quality control; training and assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

The System is identified by means of certain trade names, service marks, trademarks, slogans, logos and emblems, including, but not limited to, the marks "Papa John's," "Papa Johns," "Papa John's Pizza," "Pizza Papa John's & Design" (the Papa John's logo) and such other trade names, service marks, trademarks, slogans, logos and emblems as we may designate for us in connection with the System from to time (the "Marks").

The Papa John's franchise that we offer is a retail restaurant devoted primarily to the sale of pizza and related food products under the Marks. You must sign a franchise agreement (the "Franchise Agreement") in the form attached as Exhibit B, which will govern the ownership and operation of your Papa John's restaurant. The majority of Papa John's franchises are operated on a delivery and carry-out basis. However, there are a few restaurants that offer dine-in service and there may be additional restaurants with dine-in service developed in the future. We also permit development of restaurants in non-traditional venues, such as sports stadiums and food courts. The traditional Papa John's franchise is typically operated in leased space located on or near main thoroughfares. Restaurants operated under our Non-Traditional Program are typically located in sports stadiums or arenas and generally do not offer delivery service.

We offer individuals, corporations, limited liability companies or partnerships ("Area Developers") an area development agreement (the "Development Agreement"), the form of which is attached as Exhibit E, which grants to the Area Developer the right and obligation to establish and operate a certain number of Papa John's restaurants in a specified area (the "Development Area"), over a specified period of time at specific locations to be designated in separate franchise agreements. Each restaurant must be opened in accordance with the development schedule set forth in the Development Agreement. A condition to exercising each development right is that you secure a location that we approve. After the location for the first restaurant is approved and a lease is fully signed (or in the event of a purchase, title is conveyed to you), you must sign our then-current form of franchise agreement. The franchise agreement for each additional Papa John's restaurant developed will be in the form of the franchise agreement we generally offer to new franchisees at that time.

We also offer a program pursuant to which we, may permit the development and operation of Papa John's restaurants at non-traditional sites such as malls, hospitals, schools, airports, parks (including theme parks), sports arenas and stadiums, military bases, train stations, travel plazas, entertainment venues and certain less populous trading areas (the "Non-Traditional Program"). If you are authorized to develop and operate a Papa John's restaurant pursuant to the Non-Traditional Program (a "Non-Traditional Restaurant"), you must do so under the Development Agreement and our then-current standard form of Non-Traditional Franchise Agreement, the forms of which are attached as Exhibits D-1 and D-2. A Non- Traditional Restaurant may be operated in a year-round location with relatively stable customer traffic, in a location that necessarily (in our determination) operates for a limited number of dates or specific events, such as a sports stadium, or in a location that operates on a seasonal basis (a "Venue Non-Traditional Restaurant"). These locations would be subject to our Non-Traditional Restaurant Franchise Agreement (Exhibit D-1). A Non-Traditional Restaurant may also be located in a small town or other less populous trading area (typically containing fewer than 6,000 households). Those Non-Traditional Restaurants will be subject to our

Small-Town Non- Traditional Franchise Agreement, the form of which is attached hereto as Exhibit D-2. As the requirements for Non-Traditional Restaurants are, in some areas, significantly different than those applicable to a standard Papa John's restaurant, some of the disclosures in this Disclosure Document may not be applicable to Non-Traditional Restaurants. Where appropriate, the differences are noted. Also, as the requirements for one type of Non-Traditional Restaurant are, in some areas, significantly different from the requirements of other types of Non-Traditional Restaurants, some of the disclosures in this Disclosure Document concerning Non-Traditional Restaurants may vary for, or not be applicable to, all types of Non-Traditional Restaurants. Where appropriate, the differences are noted.

Market for Your Products and Services; Competition

You will be competing with other restaurants, quick service restaurants, full service restaurants, grocery and specialty stores that offer pizza and similar items and similar type businesses. These include national and regional chains, as well as local operations. The market for quick service pizza restaurants is developed in most areas.

Laws and Regulations

You must comply with all local, state and federal laws that apply to the operation of your restaurant. These may include health, safety, sanitation and smoking regulations, United States Department of Agriculture, Equal Employment Opportunity Commission, and Occupational Safety and Health Administration regulations, other food and safety regulations, and discrimination, employment and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for people with disabilities and therefore may affect some of your operations. There may be other laws applicable to your business and we urge you to make further inquiries about these laws with your attorney before purchasing a franchise from us.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer and President: Robert M. Lynch

Robert Lynch was appointed as President and Chief Executive Officer in August 2019. He joined Papa John’s from Arby’s Restaurant Group where he served as president from August 2017, and served as Brand President and Chief Marketing Officer from August 2013 to August 2017. Prior to Arby’s, Mr. Lynch served as Vice President of Marketing at Taco Bell. He has more than 20 years combined experience in the quick service restaurant and consumer packaged goods industries, and also held senior roles at HJ Heinz Company and Procter and Gamble.

Chief International & Development Officer: Amanda M. Clark

Amanda Clark began her career with Papa John’s in February 2020. She was promoted to Chief International & Development Officer in April 2022. From May 2013 until February 2020, she served various roles at Taco Bell, Inc. From August 2015 until November 2015 she was the Vice President, Brand Marketing for Taco Bell, Inc. From November 2015 to August 2018, she was the General Manager for Taco Bell Canada. From May 2016 to February 2019, she was the Senior Vice President for North American Development for Taco Bell, Inc. From February 2019 to February 2020 she was the Executive Vice President for Restaurant Experience for Taco Bell, Inc.

Chief Supply Chain Officer: R. Shane Hutchins

Shane Hutchins was named Senior Vice President, Chief Supply Chain Officer of Papa John's in October 2018. From December 2011 to October 2018, he served as Senior Vice President of our subsidiary, PJ Food Service, Inc.

Chief Legal Officer: Caroline M. Oyler

Caroline Oyler joined Papa John's as Senior Counsel in 1999. She was promoted to General Counsel (Chief Legal & Risk Officer) in 2012. Before joining Franchisor's company, she practiced law with the firm of Wyatt, Tarrant and Combs, in Louisville, Kentucky (USA).

Chief Insights and Technology Officer: Justin Falciola

Justin Falciola was appointed Chief Insights and Technology officer in November 2019 after previously serving as Senior Vice President, Chief Analytics and Technology officer from October 2018 to October 2019. Mr. Falciola previously served as Vice President of Enterprise Architecture and Analytics, and prior to that as Vice President of Digital Solutions. He joined Papa Johns in 2016 after his role as Director of Enterprise Integration and Architecture at Humana. Prior to Humana, Mr. Falciola held technology leadership positions in the financial services industry and has two decades of experience in building and leading high-performing digital, analytics and technology teams.

Chief Corporate Affairs Officer: Madeline Chadwick

Madeline Chadwick was appointed Chief Corporate Affairs Officer in February 2023 after serving as the company's SVP, Communications and Corporate Affairs since November 2019. She joined Papa Johns in 2018 as its VP, Communications and Community Engagement. Ms. Chadwick leads internal and external communications as well as the company's corporate social responsibility and Environmental, Social and Governance initiatives. Before joining Papa Johns, Ms. Chadwick led communications for the founder of Quicken Loans and owner of the Cleveland Cavaliers NBA franchise, Dan Gilbert, and his family of companies and investments in Detroit and Cleveland. She also served in senior global corporate communications roles at eBay and Hewlett Packard. Prior to her in-house career, she worked at leading public relations agencies for more than 15 years overseeing communications strategy for a number of global consumer brands. Ms. Chadwick has held both regional and global communications roles in the U.S., Europe and Asia.

Chief People and Diversity Officer: Elias Reyna

Elias Reyna was appointed Chief People and Diversity Officer in November 2022. Mr. Reyna joined Papa Johns from ABM Industries where he was Vice President Human Resources, Manufacturing and Distribution. Prior to ABM, Elias was Vice President Human Resources and People Services for Papa Johns, where in two years with the company he led the HR function, as well as served as the People Operations lead for the opening of a second headquarters in Atlanta. During his time at Papa Johns, he also served as interim VP of Diversity, Equity and Inclusion during a transition period. Mr. Reyna Elias brings more than 20 years of human resources, change management, organizational design and culture transformation experience at companies with large, diverse, global employee populations. Most notably, he was in HR management positions at Shell Oil Company, Tesoro Refining and Marketing, and Marathon Petroleum Corporation.

Chief Restaurant Officer: Joe Sieve

Joe Sieve began his career with Papa John's in April 2022. He began his career as a franchisee and later built a portfolio of 58 Domino's restaurants. Most recently, Joe spent six years at Inspire Brands as Vice President of Franchise Development, where he was involved in the creation and growth of the multi-brand organization. Prior to his time at Inspire and as a Domino's franchisee, Joe was Director of Strategic Market Growth at Domino's Pizza, Inc., where he and his team developed and executed the company's fortressing strategy, among other contributions.

Interim Principal Financial and Accounting Officer: Chris Collins

Chris Collins has been the Interim Principal Financial and Accounting Officer since March 2023. He has been the Vice President, Treasury and Tax for Papa John's since April 2021. Prior to joining Papa John's Chris was the Vice President, Treasury at Signet Jewelers. Prior to that role, he held several financial leadership roles with The Goodyear Tire & Rubber Company in the US and Europe, and with American Axle & Manufacturing.

Vice President, Strategic Market Planning & Real Estate: Kristin Goedke

Kristin Goedke began her career with Papa John's in September 2020. Kristin served as Senior Director of Strategic Mapping and Analysis until April 2022 when she was promoted to Vice President, Strategic Market Planning & Real State. Kristin comes to Papa John's from Aspen Dental, where she served as Director of Real Estate Strategy and Analytics. Prior to her work at Aspen Dental, she managed regional operations and promotional strategy at Walgreens for more than 10 years.

Vice President, Design & Construction: Jennifer Pecoraro-Striepling

Jennifer Pecoraro-Striepling began her career with Papa John's in September 2020. From April to September 2020 she served as Founder/Designer/Construction Project Manager of JPS Design & Project Management, LLC. From 2012 to 2020 Jennifer held the position of Vice President of Design & Construction Domestic & International with Bloomin' Brands, Inc.

Vice President, Corporate Operations: Kevin Koons

Mr. Koons joined Papa John's as Vice President, Corporate Operations in July 2022. Kevin brings broad and deep experience both domestically and internationally where he spent a decade at Domino's Pizza. Most recently, he served as Senior Vice President, U.S. Operations at Wingstop Restaurants, Inc.

Divisional Vice President - Midwest Division: Mike Coomes

Mike Coomes joined Papa John's in 1995 as an opening coordinator. During 1997-98 he served as Manager of Franchise Development. He became Franchise Training Program Coordinator in 1998 and People Services Director in 2000. Mike was named Regional Franchise Director in 2002 and Franchise Business Director in 2005. He was promoted to Operations Vice President in April 2007 and Division Vice President - Midwest Division in September 2008.

Divisional Vice President - East Division: Rebecca Durica

Rebecca Durica has been with Papa John's in various restaurant operations roles for 12 years. In October 2020, she was named Division Vice President for the Northeast Division.

Divisional Vice President – West Division: Daniel Collinsworth

Daniel Collinsworth began his Papa John's career in 2008 as a Director of Operations for the Phoenix Market. In 2010 he was promoted to Franchise Business Director for southern California and Hawaii. In 2012 he assumed the role of Operations Vice President for all corporate restaurants in the Mid-West. In April of 2020 he was named Divisional Vice President -West.

Vice President, Global Development: Mike Measells

Mike Measells began his career with Papa John's in December 1994. He served as Operations Vice President from 2005-2011 and as Vice President, China from September 2012 to July 2014. He became Vice President, International Franchise Sales in July 2014 and Vice President, Global Franchise Sales in May 2018.

Director: Christopher L. Coleman

Christopher Coleman was appointed to the Papa John's board of directors in October 2012. Mr. Coleman is based in the UK, where he is Group Head of Banking at Rothschild & Co. He is a Global Partner of Rothschild & Co, Chairman of Rothschild & Co Bank International and also serves on a number of other boards and committees of the Rothschild & Co Group, which he joined in 1989.

Mr. Coleman currently serves as a non-executive director of Barrick Gold Corporation (NYSE: GOLD) (and is a member of its compensation committee and its ESG and nominating committee). Mr. Coleman was previously non-executive Chairman of Randgold Resources until the Barrick/Randgold merger in 2019.

Director: Olivia F. Kirtley

Olivia Kirtley was elected to the Papa John's board of directors in May 2003. She previously served as Chairman of the Board of Examiners of the American Institute of Certified Public Accountants in New York, New York. From 1980 to 2000, Ms. Kirtley was employed by Vermont American Corporation, a manufacturer and marketer of power tool accessories located in Louisville, Kentucky, last serving as Vice-President and Chief Financial Officer, from 1991 to 2000.

Director: Laurette Koellner

Laurette Koellner was appointed to the Papa John's Board of Directors in June 2014. Ms. Koellner most recently served as Executive Chairman of International Lease Finance Corporation, a subsidiary of American International Group, Inc. ("AIG") from June 2012 until its May 2014 sale to AerCap Holdings N.V. Ms. Koellner served as President of Boeing International, a division of The Boeing Company, where she held a variety of financial and business leadership roles from 1997 until 2008, including as a member of the Office of the Chairman and Boeing's Chief Administration and Human Resources Officer. Prior to her time with Boeing, Ms. Koellner spent 19 years at McDonnell Douglas Corp., which merged with The Boeing Company in 1997.

She currently serves on the board of directors of Celestica, Inc. (NYSE: CLS) (including service as the chair of its audit committee, and a member of its compensation, and nominating and corporate governance committees), The Goodyear Tire & Rubber Company (Nasdaq: GT)

(including service as Lead Director and as a member of its compensation, governance, and executive committees) and Nucor Corporation (NYSE: NUE) (including service as chair of its audit committee and member of its compensation and executive development, and governance and nominating committees).

Director: Robert M. Lynch

Mr. Lynch was appointed as President and Chief Executive Officer of the Company in August 2019. He joined Papa John's from Arby's Restaurant Group where he served as President from August 2017, and served as Brand President and Chief Marketing Officer from August 2013 to August 2017. During his time at Arby's, he led the brand's dramatic turnaround to strong growth and profitability. Prior to Arby's, Mr. Lynch served as Vice President of Marketing at Taco Bell. He has more than 20 years combined experience in the quick service restaurant and consumer packaged goods industries, and also held senior roles at H.J. Heinz Company and Procter & Gamble.

Mr. Lynch currently serves on the board of Kontoor Brands, Inc. (NYSE: KTB) (including service on its talent and compensation committee).

Director: Jocelyn Mangan

Jocelyn Mangan was appointed to the Papa John's Board of Directors in March 2019. Ms. Mangan is the CEO and Founder of Him For Her, a social enterprise whose aim is to change for-profit boards of directors to include the world's most talented women. She has served in this capacity since May 2018. Prior to that, Ms. Mangan held positions at Snagajob, serving as its COO from February 2017 to April 2018 and its Chief Product and Marketing Officer from May 2016 to February 2017. From May 2014 to October 2015, Ms. Mangan was SVP of Product at OpenTable.

Ms. Mangan currently serves on the board of Wag! (Nasdaq: PET), a technology platform that supports pet care, and ChowNow, an online food ordering system and marketing platform.

Director: Sonya E. Medina

Sonya Medina was appointed to the Papa John's board of directors in September 2015. Ms. Medina is a branding, social impact and communications strategist. Prior to becoming a consultant, she served as Vice President of Community and External Affairs for Silver Eagle Distributors, the nation's largest distributor of Anheuser-Busch products from 2009 to 2013. Previously, Ms. Medina served as a White House commissioned officer in the capacity of Deputy Assistant to the President for Domestic Policy and Director of Projects to the First Lady, and as Director of the AT&T Global Foundation.

Ms. Medina currently serves on the board of Delta Apparel, Inc. (NYSE: DLA) (including service on its audit, and corporate governance committees). She is active in community and civic affairs. Ms. Medina founded the Latina Leadership Institute and travels globally to speak about women's leadership, diversity, equity and inclusion, and corporate culture and governance.

Director: Shaquille O'Neal

Mr. O'Neal was appointed to the Board of Directors in March 2019. Mr. O'Neal's business career includes success in broadcasting, endorsements, music, television and gaming. He has served as an analyst on Inside the NBA since 2011. He has been an investor in franchised and other restaurants since 2010, and actively operates Big Chicken, a fast casual fried chicken restaurant in Las Vegas, and Shaquille's, a fine dining restaurant in Los Angeles. Mr. O'Neal is considered to be one of the most dominant basketball players in NBA history, drafted by the Orlando Magic with the first overall pick in the 1992 NBA draft. His NBA career spanned from 1992 until 2011.

He serves on the national board of directors of Communities In Schools, a non-profit devoted to empowering students to stay in school and achieve in life.

Director: Anthony Sanfilippo

Anthony Sanfilippo was appointed to the Papa John's board of directors in February 2019. Mr. Sanfilippo is the co-founder of Sorelle Capital, Sorelle Entertainment and Sorelle Hospitality, a series of firms focused on investing in and helping entrepreneurs grow companies in hospitality sectors and related real estate ventures.

Mr. Sanfilippo most recently served as Chief Executive Officer and the chairman of the board of directors of Pinnacle Entertainment, Inc., a publicly traded gaming hospitality company with 16 casino locations in 10 states across the U.S. from March 2010 until its October 2018 sale to Penn National Gaming. He served as Pinnacle's chairman of the board from May 2017 until its sale. Prior to joining Pinnacle, Mr. Sanfilippo served as President, Chief Executive Officer and a board member of Multimedia Games Inc., a publicly traded creator and supplier of comprehensive technology systems, content and electronic gaming devices for various segments of the gaming industry. Prior to joining Multimedia Games, he served as division president at Harrah's Entertainment, Inc., currently known as Caesars Entertainment, Inc., including serving as president and chief operating officer for Harrah's New Orleans and a board member of Jazz Casino Corporation.

ITEM 3: LITIGATION

Pach Food Services, LLC v. Papa John's USA, Inc., Superior Court of New Jersey, Bergen County Division, case number 2:15-CV-05525-MCA-LDW. In May 2015, Pach Food Services, a former Papa John's franchisee, filed suit against our affiliate, Papa John's USA, Inc. The plaintiff opened a Papa John's restaurant under an incentive program that included a lease of certain restaurant equipment. The suit alleged that Papa John's USA improperly altered the lease and filed liens against equipment that the plaintiff had fully paid for and therefore was owned outright by the plaintiff and should not have been included in the lease. The suit alleged that Papa John's USA's actions constituted breach of the equipment lease, violation of the Kentucky Consumer Protection Act, unjust enrichment and conversion. The complaint sought compensatory, punitive and consequential damages in unspecified amounts, together with interest, costs and attorney fees. In April 2016, the parties settled the case. The settlement's material term was a payment to Pach Food Services of $30,000.

Danker v. Papa John's International, Inc., United States District Court, Southern District of New York, Case Number 1:18-CV-07927. On August 30, 2018, a shareholder of Papa John's filed suit against the company, one of our board members, our former Chief Executive Officer and our former Chief Financial Officer. The suit alleges that the defendants violated the United States Securities Exchange Act by making materially false or misleading statements in the company's filings with the Securities Exchange Commission and by knowingly or recklessly engaging in conduct that caused the plaintiffs and others to purchase the company's stock at artificially inflated prices. The complaint seeks damages in an unspecified amount, pre-judgment and post-judgment interest, attorney fees, expert fees and other costs. The complaint also seeks to maintain the case as a class action under the federal rules of civil procedure. On February 19, 2019, Plaintiff filed a First Amended Complaint alleging that, during the Class Period, Defendants made material misrepresentations and omissions in its Code of Ethics and Business Conduct and also in positive assertions made in SEC filings, press releases, and earnings conference calls. Accordingly, Plaintiff claimed that Defendants violated Sections 10(b) and 20(a) of the Exchange Act, and Rule 10b-5. The court allowed Plaintiffs to file a Second Amended Complaint. The Plaintiffs filed a Second Amended Complaint on April 30, 2020. On February 3, 2021, the Court dismissed the Second Amended Complaint with prejudice.

In Re Papa John's Employee and Franchisee Employee Antitrust Litigation, United States District Court for the Western District of Kentucky, Case No.: 3:18-CV-00825-JHM-RSE. On February 19, 2019, Plaintiffs filed a Consolidated Amended Complaint asserting a class action for violation of the Sherman Antitrust Act. This Consolidated Amended Complaint is a consolidation of the following cases: (1) Greer v. Papa John's, a class action complaint filed in the United States District Court for the Southern District of New York, Case No. 1:18-CV-11312-PKC on December 4, 2018; (2) Page v. Papa John's International, Inc. and Papa John's USA, Inc. filed in the United States District Court for the Western District of Kentucky, Case No. 3:18-CV-835- CHB on December 18, 2018; and (3) Houston v. Papa John's International, Inc. and Papa John's USA, Inc. filed in the United States District Court for the Western District of Kentucky, Case No. 3:18-CV-00825-JHM-RSE on December 14, 2018. The underlying premise is that the franchise agreements contain no-hire and no-solicitation (collectively, "no-poach") provisions that reduce competition for the recruitment and hiring of employees of Papa John's restaurants or the restaurants of other Papa John's franchisees. In addition to certification of the suit as a class action, the Complaint seeks: (a) appointment of Plaintiffs as representatives of the class and interim co- lead counsel as class counsel; (b) a declaration that defendant's violated the applicable law; (c) damages, the amount to be trebled in accordance with the federal anti-trust law; (d) an injunction against the continuation of the allegedly illegal act; (e) attorney fees and costs of the lawsuit; (f) a declaration that defendant's be enjoined and restrained from establishing any similar agreement unreasonably restricting competition for employees; and (f) pre-judgment interest. The complaint does not specify a dollar amount for the damages claimed. On April 14, 2022, the parties reached a settlement in principle to resolve the case. Pursuant to the terms of the proposed settlement, in exchange for the payment of a total aggregate settlement amount of $5.0 million and other non-monetary

consideration, all claims in the action will be dismissed, the litigation will be terminated, and Papa John's will receive a release. The settlement amount was recorded in General and administrative expenses in the Condensed Consolidated Statements of Operations in the first quarter of 2022. The proposed settlement is subject to approval by the District Court and contains certain customary contingencies. We continue to deny any liability or wrongdoing in this matter.

JMS Pizzeria, Inc. v. Papa John's Franchising, LLC, Rhode Island Superior Court, C.A. No. PC-2022-04383. On July 14, 2022, Plaintiffs filed a Verified Complaint against Papa John's Franchising, LLC in the Superior Court of the State of Rhode Island. The complaint alleged that Papa John's Franchising terminated JMS Pizzeria's franchise agreement on July 13, 2022, in violation of the franchise agreement. The complaint sought a temporary injunction of the termination of the franchise agreement, for a reasonable time period to cure the alleged defaults of the franchise agreement, a reasonable period of time for Plaintiff to find a buyer for the franchised business, and damages. The complaint did not specify the amount of the damages sought. On July 19, 2022 the Plaintiff voluntarily dismissed the complaint. No settlement agreement was entered into nor any settlement payment made as a part of the dismissal of the complaint.

Other than the four actions noted above, no litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

The number of restaurants is determined by agreement between you and Papa John's before the Development Agreement is signed. In addition to establishing the number of restaurants to be developed in the Development Area, the Development Schedule in the Development Agreement will also specify when each of the restaurants is required to be opened. The total development fee deposit is computed by the product of the number of restaurants to be opened multiplied by $5,000 (the "Development Fee Deposit"). The entire amount of the Development Fee is due and payable in a lump sum to us at the time the Development Agreement is signed.

The Initial Franchise Fee for a standard Restaurant is $25,000. The Development Fee Deposit, $5,000 per Restaurant, will be credited against the Initial Franchise Fee. The balance of the Initial Franchise Fee of $20,000 is due and payable upon the execution of a Franchise Agreement for each traditional Papa John's Restaurant. The Initial Franchise Fee for a Non-Traditional Restaurant is $5,000. If the Non-Traditional Restaurant is included as a part of a Development Agreement, the Initial Franchise Fee is due upon execution of the Development Agreement. If the Non-Traditional Restaurant is not included as a part of a Development Agreement, the Initial Franchise Fee is due upon the execution of the Franchise Agreement.

If the state in which your Papa John's franchise will be operated (or a local taxing authority within the state) imposes a sales tax, use tax or similar tax on the Development Fee or Initial Franchise Fee, we will collect such tax from you in addition to the applicable Fee and remit the amount of the tax directly to the taxing authority. This does not include income taxes imposed on us, for which we are solely responsible.

As described in Item 8, certain items are required to be purchased from our Affiliates, including the Information System, Designated Software, pizza dough and pizza sauce. Some of these items would be included as part of your opening inventory or are part of the "Information System" (as defined in

Item 11) and therefore would be purchased from us or our affiliates and constitute payments made to us or our affiliates prior to opening. The amount will vary, but in 2022 ranged from $40,000 to $50,000, depending on how much you purchase from us. We will debit your bank account for these purchases as described in Item 6 below.

Unless specifically stated otherwise, all initial fees are non-refundable.

ITEM 6: OTHER FEES

Name of Fee[1]	Amount	Due Date	Remarks
Royalty[2],	5% of Net Sales[3] of the restaurant for each Period[4];6% for Small-Town Non- Traditional Restaurants	Payable on the 10th day of each month	We will debit your bank account for Royalty due[5]
Digital Fee[6]	1.50% of Net Sales via Digital/ Internet on-line ordering including aggregator orders.[6]	Payable on the 20th day of each month	We will debit your bank account for Digital Fees due[5]
Transfer	$4,000, or if transfer is of multiple restaurants to more than one unaffiliated transferee, $4,000 per transferee	Prior to consummation of transfer	Payable when the Franchise Agreement, or a material portion of the assets of an restaurant or any interest in you is transferred
Renewal	$4,000; $1,000 for a Small-Town Non-Traditional Restaurant	Upon signing renewal franchise agreement	If you meet all the conditions relating to renewal
Audit Expenses	Cost of audit, understatement plus interest at 12% per annum	10 days after billing	Payable only if understatement of greater than 5%
Management Fee	Compensation, travel and living expenses of the appointed manager and a per diem fee of $200.00	As agreed	Payable during period that we have chosen to appoint our manager to manage the restaurant if the Principal Operator ceases management
Costs, Attorneys' Fees and Pre-judgment Interest	Will vary under circumstances	As incurred	Payable if incurred or suffered by us in obtaining injunctive or other relief for the enforcement of or a failure to comply with the Franchise Agreement and other agreements

Name of Fee[1]	Amount	Due Date	Remarks
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for claims arising from your restaurant's operations
Marketing Fund Contributions	As of the date of this Disclosure Document, 5%, Non-Traditional Restaurants pay 25% of the standard rate [7]	Payable on the 24th day of each month	We will debit your bank account for Marketing Fund Contributions due Papa John's Marketing Fund, Inc.[5, 7]
Papa Card Transaction and IVR Fees	Maximum - 2% of Papa Card redemption transactions,[8] unless we approve a higher rate[9]	Monthly	We will charge your bank account for Papa Card redemption transaction fee [5, 10, 11]
Cooperative Contributions[10]	Minimum - 2% of Net Sales. Franchisee can opt to take the Cooperative contribution rate down to the minimum amount of 2% to make the total Marketing Fund contribution rate 7% of Net Sales. Reduction in Cooperative contribution other than to bring the combined Cooperative rate and Marketing Fund rate to 7%, can be done with majority vote of restaurants in the Cooperative or by agreement. Co-op members may opt to pay the higher amount, so current highest contribution rate may well exceed 2.5%. Non-Traditional Restaurants pay 25% of the co-op's contribution rate for standard restaurants [10]	As designated by Cooperative	We and our franchisees may form local advertising cooperatives and establish fees. Our restaurants have equal voting power - one restaurant, one vote. If we control any particular cooperative, we will not charge more than 7% of Net Sales unless agreed upon by a majority of the cooperative or by a vote of not less than 2/3 of restaurants. Non-Traditional Restaurants do not have voting rights in cooperatives.
Local Advertising[11]	Minimum - 8% of Net Sales, less amounts contributed to the Marketing Fund and Cooperative; Minimum 2% of Net Sales for Small-Town Non-	Must be spent monthly	You must submit required reports documenting your expenditures as we request from time to time

Name of Fee[1]	Amount	Due Date	Remarks
	Traditional Restaurants[12]		
On-Site Installation and Support Fee	$2,500 for a standard 2.5-day installation, $1,100 per day for each additional day. We may increase this fee.	At the time the order is released and sent to the restaurant.	We or our agent will install and support the Designated Software on your Information System. For each additional day you elect to have an installer/trainer on-site, you must pay $1,100 per day.
Software Maintenance Fee[13],	$375 per month. We may increase this fee.	All franchise restaurants are invoiced monthly.	For software maintenance, research and development, enhancements and upgrades and installation media, if any, that we adopt, require or provide. Support for all of the capabilities and tools which comprise the Information System.
Help Desk Service Fee	Flat fee of $80 per month. We may increase this fee.	Invoiced monthly.	The Help Desk provides Information System procedural, hardware and system support. Restaurants can contact the support center via phone calls and text messages.
Required Purchases[14]	Will vary under circumstances	Due upon receipt of merchandise or installation of equipment	We will debit your bank account for purchases from us and our affiliates. The types of items required to be purchased from us or our affiliates are the Information System and related services, Designated Software, pizza dough and pizza sauce. Those items which may be purchased from our affiliates are cheese, pizza toppings, garlic butter sauce, cheese flavored sauce, equipment and smallwares package, uniforms, promotional items, printed materials, financing and certain accounting services.
Training Fees	$150 per year per restaurant	Invoiced annually	You are required to participate in our designated online training system.
Alternative Supplier Fees	Reasonable cost of inspection of supplier and the actual cost of the test	Upon demand	Only due if you propose a new supplier or vendors (or particular suppliers) that we have not previously approved.

Name of Fee[1]	Amount	Due Date	Remarks
Liquidated Damages	Amount equal to the average royalty for the twelve (12) month period preceding termination or breach multiplied by twenty-four (24)	Upon termination of Franchise Agreement for franchisee's breach or default	Payable when the Franchise Agreement is terminated for franchisee's breach or default.

1/ All fees except Marketing Fund contributions, Papa Card transaction fees, Cooperative Contributions and local advertising are imposed by and payable to us.

2/ Under the Franchise Agreement, these fees may be increased by any amount, up to 6% of Net Sales, at any time. However, we may increase the Royalty only if and to the extent that our franchise agreement then being offered to new franchisees provides for a Royalty at least as high as the increased rate. If the state in which your Papa John's franchise will be operated (or a local taxing authority within the state) imposes a sales tax, use tax or similar tax on the Royalty, we will collect such tax from you in addition to the Royalty and remit the amount of the tax directly to the taxing authority. This does not include income taxes imposed on us, for which we are solely responsible. As further described in Item 8, you are required to purchase certain food items from our affiliate, PJ Food Service. PJ Food Service's pricing includes unattended delivery services, which is dependent on a regularized delivery schedule and routine accessibility of the restaurant. In certain locations, PJ Food Service is unable to achieve the economic efficiencies that are afforded by regularized delivery to traditional Papa John's locations. For example, the loading area may not be accessible by the large tractor & trailer trucks that PJ Food Service uses to service traditional restaurants. Also, the irregular schedule of events or sales volumes at a location may require special deliveries at irregular times or more or less often than the regular twice weekly deliveries provided to traditional restaurants. In those cases, PJ Food Service may use a different, higher pricing schedule than the pricing schedule for traditional restaurants, due to the higher costs of servicing the location. However, if that is the case for Non-Traditional Restaurants, we will waive or adjust the royalty in order to help offset the higher food prices charged.

3/ Gross Sales is defined as gross revenues of the restaurant for all products and services offered (whether such sales are evidenced by cash, check, credit, charge account or otherwise), less sales tax collected and paid to the state or other local taxing authority. Occasional sales not in the ordinary course of the restaurant's principal business (such as sale of used furniture or equipment) are not included in Net Sales for purposes of calculating the Royalty.

4/ Period is defined as a month or multi-week time frame constituting a single accounting period. We currently specify a 4-4-5 accounting system under which the first two Periods in a fiscal quarter are 4 weeks each, and the third Period is 5 weeks. The cycle is repeated 4 times each year.

5/ Before opening, you must sign and deliver to us and your bank all required documents, including the authorization form attached as Exhibit F that permit us to debit your bank account (by check, electronic funds transfer or via the Information System or other means) for each Period's Royalty, On-Line Transaction Fee, Marketing Fund contributions due to Papa John's Marketing Fund, Inc., Papa Card transaction activity and for any other amounts owed to us or our affiliates. We will debit your account on the 11th day of each month or on the next business day thereafter for Royalty payments, on the 25th (or next business day) for collections on behalf of and remitted to Papa John's Marketing Fund, Inc. for your Marketing Fund

contributions and on the 20th (or next business day) for On-Line Transaction Fees. We may change the dates of collection from time to time, but we will give you one period advance notice before any change. We will initiate a net debit or credit to your bank account for weekly Papa Card transaction activity. A debit will result from customer purchases of cards and/or balance increases and a credit will result from customer card redemptions. If we are unable to poll Net Sales through your restaurant's computer system and do not receive a written report of Net Sales through other means, we may estimate Net Sales for such Period and debit your account accordingly. We will apply any overpayment against the next Period's Royalty and Marketing Fund contributions. Any deficiency will be debited against your account. If for any reason your account cannot be debited, you must submit payments by wire transfer or check on or before the due date. You must indemnify and hold us harmless from all damages, losses, costs and expenses resulting from any dishonored debit on your account unless caused by our negligence or mistake.

6/ We operate systems by which customers are able to place orders digitally and/or on-line via the internet and other emerging technologies. You will be required to participate in the on-line and technology-based ordering system. The Digital Fee is collected only on the amount of your Net Sales effected through the on-line and technology-based ordering system.

The Board of Directors of the Marketing Fund may raise or lower this fee. Any aggregator sales conducted through the on-line and technology-based ordering system will be subject to the 1.50% of Net Sales Digital Fee. Some type of technology based Point of Sale system is required to handle the orders. The Online System can be optional.

7/ The members of the Marketing Fund approved a contribution rate of 5% of Net Sales beginning January 1, 2020. Also, if we raise the royalty at any time before June 30, 2023, the Marketing Fund contribution rate automatically reverts to 4% of Net Sales. Non-Traditional Restaurants are required to pay an amount equal to 25% of the current standard rate, currently 1.25% of Net Sales (that is, 25% of 5%). Small-Town Restaurants do not make a separate contribution to the Marketing Fund; instead, for those franchises, Marketing Fund contributions are included in the Royalty.

Before opening, you must sign and deliver to us the Advertising Agreement attached as Exhibit H, by which you will become a member of Papa John's Marketing Fund, Inc. (the "Marketing Fund"). As a member of the Marketing Fund, you will be entitled to vote on certain proposed changes to the Marketing Fund contribution rate (See Item 11).

8/ Non-Traditional Restaurants are not generally required to participate in the Papa Card program.

9/ This fee may be increased by the Board of Directors of the Marketing Fund, but the fee may not be increased to a rate greater than 2% unless approved by us (See Item 11).

10/ We also collect cooperative contributions by electronic transfer if approved by the Cooperative and remit the funds to the Cooperative. This would be done only with the written agreement of the Cooperative. However, we are not responsible to follow-up on Cooperative ACH Returns. Small-Town Restaurants do not make a separate contribution to the Cooperative. Instead, the required contribution is included in the Royalty.

11/ Not applicable to most Non-Traditional Restaurants. Small-Town Non-Traditional Restaurants are required to spend a minimum of 2% of Net Sales on local advertising, marketing and promotional efforts and spend a minimum of $5,000 in grand opening initiatives. Standard Traditional Restaurants are required to spend a minimum of $10,000 in grand opening initiatives.

12/ You are required to spend a minimum of 8% of Net Sales of the restaurant on Marketing Fund contributions, Cooperative contributions and local store marketing and advertising. Assuming, for example, a Marketing Fund contribution rate of 5% and a Cooperative contribution rate of 2%, you would be required to spend a minimum of 1% of Net Sales (8% - 5% - 2% = 1%) on local store marketing, advertising and promotional efforts. Local advertising expenditure is generally not required of Non-Traditional Restaurants, except for Small-Town Non-Traditional Restaurants (see Footnote 12, above).

13/ We collect a Software Maintenance Fee for our continued research and development, enhancements, upgrades and installation media related to the Information System. Support for all of the capabilities and tools which comprise the Information System.

14/ As described in detail in Items 7 and 8, you are required to purchase certain items from us and our affiliates before opening and as a part of ongoing operations. As further described in Item 8, there are certain other items that may be purchased from our affiliates.

ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT STANDARD RESTAURANT					
Expenditures	Estimated Amount or Low-High Range	When Payable	Method of Payment	Whether Refund-able	To Whom Paid
Initial Franchise Fee	$25,000	$5,000 deposit per each restau-rant on signing the Development Agreement. Balance of $20,000 upon signing of the Franchise Agreement.	The devel-opment fee deposit will be paid in a lump sum at the time of signing the Devel-opment Agreement. Balance of $20,000 paid in lump sum upon sign-ing of the Franchise Agree-ment.	No	Us
Real Estate Brokerage Fees (1)	$0 to $10,000	Upon satis-faction of lease/pur-chase con-tingencies	As Incurred	No	Real Estate Broker
GIS New Store Map Package	$1,050	Prior to execution	Lump Sum	No	Us

YOUR ESTIMATED INITIAL INVESTMENT STANDARD RESTAURANT					
Expenditures	Estimated Amount or Low-High Range	When Payable	Method of Payment	Whether Refund-able	To Whom Paid
Professional Fees (2)	$500 to $12,000	Prior to execution	As Incurred	No	Attorney s and Accountants
Construction/ Leasehold Improvements (3)	$65,000 to $405,000	As Incurred	As Agreed	No	Outside Suppliers
Furniture, Fixtures and Equipment (4)	$37,000 to $320,000	As Incurred	As Agreed	No	Outside Suppliers and Affiliates
Information System (5)	$20,000 to $30,000	When system is ordered	Lump Sum	No	Us
On-Site SupportFee (6)	$2,500	As incurred	Lump Sum	No	Us
On-Site Installation Fee (5)	$2,000 to $5,000	When Designated Software is installed	Lump Sum	No	Us
Help Desk Service Fee (7)	$240	$80.00 per month incurred	Lump Sum	No	Us
Technology Maintenance Fee (5)	$1,125	$375 Monthly	Lump Sum	No	Us
Signage	$8,000 to $30,000	As Incurred	As Agreed	No	Outside Suppliers
First Month's Rent (8)	$1,200 to $5,000	As specified in lease or sublease	Lump Sum	No	Landlord
Security Deposit and other deposits, Insurance Premium (8)(9)	$500 to $8,500	On signing lease or sublease	Lump Sum	Yes	Landlord
Opening Inventory and Supplies (10)	$3,000 to $10,000	As Incurred	As Agreed	No	Us, Our Affiliates or Outside Suppliers
Opening Advertising (11)	$3,000 to $10,000	As Incurred	As Incurred	No	Third Parties
Training Expenses (12)	$1,000 to $30,000	As Incurred	As Incurred	No	Third Parties
Miscellaneous Opening Costs (13)	$2,500 to $20,000	As Incurred	As Incurred	No	Third Parties
Additional Funds – 3 months (14)	$15,000 to $50,000	As Incurred	As Incurred	No	Third Parties

YOUR ESTIMATED INITIAL INVESTMENT STANDARD RESTAURANT					
Expenditures	Estimated Amount or Low-High Range	When Payable	Method of Payment	Whether Refund-able	To Whom Paid
TOTAL ESTI-MATED INITIAL INVESTMENT (PRE-OPENING AND FIRST 3 MONTHS OF OPERATION) (5) (15)	$188,615 to $975,415				

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YOUR ESTIMATED INITIAL INVESTMENT — NON-TRADITIONAL RESTAURANT					
Expenditures	Estimated Amount or Estimated Low-High Range	When Payable	Method of Payment	Whether Refund-able	To Whom Paid
Initial Franchise Fee	$5,000	$5,000 de-posit per each restaurant on signing the Development Agreement.	The developme nt fee will be paid in a lump sum at the time of signing the Developme nt Agree-ment.	No	Us
Real Estate Brokerage Fees (1)	$0 to $5,000	Upon satisfaction of lease/pur-chase con-tingencies	As Incurred	No	Real Estate Broker
Professional Fees (2)	$1,000 to $7,500	Prior to execution	As Incurred	No	Attorneys and Accountants
Construction/ Leasehold Im-provements (3)(16)	$25,000 to $125,000	As Incurred	As Agreed	No	Outside Suppliers
Furniture, Fixtures and Equipment (4)(16)	$37,000 to $87,000	As Incurred	As Agreed	No	Outside Suppliers and Affiliates

YOUR ESTIMATED INITIAL INVESTMENT — NON-TRADITIONAL RESTAURANT					
Expenditures	Estimated Amount or Estimated Low-High Range	When Payable	Method of Payment	Whether Refund-able	To Whom Paid
Information System (5)	$0 to $30,000	When system is ordered	Lump Sum	No	Us
On-Site Support Fee(5)(6)	$0 to $2,500	As incurred	Lump Sum	No	Us
On-Site Installation Fee(5)	$0 to $5,000	When Designated Software is installed	Lump Sum	No	Us
Help Desk Service Fee(5)(7)	$0 to $240	$80.00 per month incurred	Lump Sum	No	Us
Technology Maintenance Fee (5)	$0 to $1,125	$375 Monthly	Lump Sum	No	Us
Signage	$8,000 to $30,000	As Incurred	As Agreed	No	Outside Suppliers
First Month's Rent (8)(16)	$0 to $3,000	As specified in lease or sublease	Lump Sum	No	Landlord
Security Deposit and other deposits, Insurance Premium (8)(9)(16)	$1,000 to $6,000	On signing lease or sublease	Lump Sum	Yes	Landlord
Opening Inventory and Supplies (10)	$2,000 to $12,500	As Incurred	As Agreed	No	Us, Our Affiliates or Outside Suppliers
Opening Advertising(11)	$3,000 to $10,000	As Incurred	As Incurred	No	Third Parties
Training Expenses (12)	$2,000 to $6,000	As Incurred	As Incurred	No	Third Parties
Miscellaneous Opening Costs (13)	$2,500 to $20,000	As Incurred	As Incurred	No	Third Parties
Additional Funds - 3 months (14)	$15,000 to $50,000	As Incurred	As Incurred	No	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (PRE-OPENING AND FIRST 3 MONTHS OF OPERATION) (15) (16)	$101,500 to $405,865				

Explanatory Notes — Standard and Non-Traditional Restaurants

1. These fees represent commissions payable to real estate brokers in connection with securing possession of a site for the restaurant, whether by lease or purchase.

2. These represent fees payable to professional advisors (attorneys and accountants) in connection with evaluation of the franchise, real estate and other contracts, as well as any other matters.

3. These amounts apply to a restaurant located in leased space in a shopping center, strip center or continuously operating Non-Traditional location, such as a mall, university, airport or university food court. The square footage of a restaurant is estimated to be 1,200 to 1,600 square feet. The nature of the premises for restaurants is expected to vary widely, but it is anticipated that nearly all restaurants will be operated from leased premises. Non-Traditional Restaurants may require space sufficient to operate at a major sports facility or limited to a seasonal kiosk at an outdoor park. The cost of constructing or remodeling and preparing leased premises will depend upon a number of variables, including such factors as the condition and the square footage of the premises, and construction costs prevailing in the area where the restaurant will be located. We estimate leasehold improvements for an in-line restaurant range from $65,000 to $405,000. If the restaurant will be located in an existing free-standing location, we estimate these costs can go as high as $700,000. If you elect to construct a new building for the restaurant, we estimate the cost could be up to $1,000,000. These costs include charges for architects or engineers, which can range from $12,000 to $35,000. These costs vary widely depending on the geographic area and the nature and extent of the work to be performed. The estimate includes permit and impact fees, which vary widely depending on the geographic area, but range from $1,000 to $20,000 or more. Labor costs incurred in construction or remodeling may also vary significantly depending on the availability of labor, prevailing labor rates for skilled and unskilled labor and other factors which may vary from market to market.

4. This item includes a make-line, sinks, walk-in coolers, ovens, hood and exhaust system, prep tables, shelving, smallwares, a phone system and answering machine, a desk, filing cabinets, Papa Card processing equipment and related office supplies. The low end of the range assumes that you take over an existing restaurant space with some of these items already in place. The high end of the range assumes that all new equipment is purchased, including two ovens. An equipment package for a 1,400 square foot restaurant averages $170,000. A Non-Traditional Restaurant in a large-capacity venue, such as a large football or baseball stadium may require additional ovens or other additional fixtures and equipment. The equipment that you must obtain for a Non-Traditional Restaurant will vary widely depending on the nature of the restaurant. For example, a Non-Traditional Restaurant may use one oven at a small location or may use six or more ovens for a large restaurant.

5. As described in Item 11 of this Disclosure Document, we will require you to purchase, lease or obtain the Information System. Papa John's is currently the only approved supplier. The Initial Investment table includes the estimated cost of purchasing and licensing all aspects of the Information System as currently configured. You may contract with a certified third party or make other suitable arrangements for installation and/or support services. However, you will be required to pay your third party vendor to provide these services and we do not establish the fees charged by such third party providers.

Most Non-Traditional Restaurants will not be required to obtain the Information System (see Item 11). However, all Non- Traditional Restaurants will be required to have point-of-sale technology that we have approved, which must include, at a minimum, the capability of electronic reporting of sales data. If the Information System is not required, you will not incur the Help Desk Service, the Technology Maintenance Fee, On-Site Support Fee or the On-Site Installation Fee. Even if you do acquire the Information System, you are not required to utilize our services for help desk, on-site

support, or installation (provided that installation must be done by a qualified installer approved by us). If you do not utilize our services, you will not incur the Help Desk Service Fee, On-Site Support Fee or the On-Site Installation Fee.

6. This fee is paid to us for in-store support on the Information System.

7. You have the option of subscribing to our Help Desk Services for a flat fee of $80 per month or paying on a fee-for-service basis. The fee-for-service rate is currently $80 per hour with a ½ hour minimum charge. These rates are subject to change.

8. The amount of the first month's rent and security deposit will depend on the area of the country in which the restaurant is located, the size, condition and location of the premises, the availability and demand for the premises among prospective lessees. If a building is purchased or constructed rather than leased, you will incur additional capital or financing costs, or both, the extent of which cannot be estimated and will be determined by market conditions and other factors. Non-Traditional Restaurants may in some cases pay a percentage of sales or similar volume-based charge in lieu of fixed rental payments. These charges are expected to vary greatly depending on the nature of the restaurant's location and its customer traffic.

9. In addition to the security deposit, this amount also covers utility and other deposits and your initial insurance premium.

10. The difference between the low and high ranges is attributable to the actual size of the restaurant and the amount of the food products, materials and supplies that you order. We will offer guidance and suggestions as to the proper amounts. You should talk to other franchisees prior to deciding how much to order.

11. The amount at the lower end of the range is for advertising that you conduct in connection with the opening of your first restaurant and does not include any contributions to the Marketing Fund or to a Cooperative. You are obligated under the Franchise Agreement to conduct grand opening advertising for both Standard and Small-Town Non-Traditional Restaurants. Standard Restaurants are required to spend a minimum of $10,000 on grand opening advertising, marketing and promotional efforts and Small-Town Non-Traditional Restaurants are required to spend a minimum of $3,000 on grand opening advertising, marketing and promotional efforts. We (or an affiliated entity) may make promotional items available for grand opening programs, and we may provide guidance and assistance to you to develop and execute such programs (see Item 11).

12. You are responsible for costs and expenses of your trainees (such as travel, meals, lodging and the trainee's compensation). The estimated range includes the expenses of transportation to the certified training restaurant, lodging and meals for one person based on a seven-week training period. We may require the training period to extend for more than 16 weeks depending on the level of retail pizza and/or restaurant experience of the trainee. We also require training on the Information System. Training is required for your Principal Operator, multi-unit supervisors, and management team before your first restaurant is opened. However, the costs will vary depending on the actual number of trainees, the distance to be traveled, the means of transportation used, the choice or availability of lodging and the experience of the trainees.

13. This item covers miscellaneous opening costs and expenses, such as installation of telephones, business licenses, and recruiting and opening team training costs.

14. This item estimates your initial startup expenses for a three-month period and assumes you pay the maximum estimated figure for monthly rent. These expenses include payroll costs for one restaurant manager and other restaurant employees, but do not include any draw or salary for you. This

item does not include royalty or advertising payments, which will be based on your revenue. Sales will depend upon your own efforts and other factors that cannot be accurately predicted. Also, we cannot estimate the cost of any financing interest or the amount of any debt service obligation. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: your diligence and ability to follow our methods and procedures, your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

15. For standard restaurants, we relied on over 30 years of business experience from our predecessors and affiliates to compile these estimates, and on information that we have obtained from our current franchisees. For Non-Traditional Restaurants, we have relied on our predecessors' and affiliates' experience, and that of our franchisees, in operating restaurants at non-traditional locations. Our predecessor had approximately 15 years of experience with this type of operation, and the information obtained from our franchisees is based on their experience. Some of the costs will vary depending on whether the restaurant is the first one you open in a market or one of several you operate in the same market. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. Except as described in Item 10, with respect to the lease of restaurant equipment, we do not offer financing for any part of the initial investment. The availability and terms of financing from third parties will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions. The estimate does not include any finance charge, interest or debt service obligation. The ranges between the lower and upper estimates in the table for standard restaurants are sometimes wide due to the inherent differences in locations, including size of the space, commercial characteristics of the local area and size and nature of the potential customer base.

16. Because of the widely varying requirements for different types of non-traditional restaurants, there is wide variation in the low and high end of the estimated costs set forth in the table. Non-traditional restaurants can generally be grouped into three categories, each with particular and widely varying characteristics: Stadiums & Arenas, Express and C-Store. Non- traditional restaurants operated in sports stadiums and arenas typically have intermittent operations, opening only on days when there is an event scheduled for the venue. The equipment needs of a restaurant operating in a stadium or arena can vary widely, depending on the number of serving locations. In a small venue, there may be only one cooking station. In a large capacity stadium, there may be multiple cooking stations, each requiring its own set of ovens, make-line, cooler and other furnishings and equipment. An Express location is one that sells a limited product line, such as pizza by the slice or an 8-inch personal size pizza. This type of non-traditional restaurant is typically operated in a food court, such as at a shopping mall, airport or university student center. These restaurants often require less equipment and furnishings due to the limited product offerings. A C-Store is a restaurant that offers a full range of menu items but does not offer delivery service. These restaurants are typically operated inside convenience stores or sometimes in large metropolitan centers with a high volume of foot traffic. Also, in some venues the owner or operator of the venue may provide any necessary construction or remodeling. Rent may be zero in many stadiums and arenas because the owner or operator of the venue, or sometimes the general concessionaire, may charge a percentage of sales as a commission, while not making any separate charge for your occupancy of the space in which the restaurant is located. Often, the venue provides utility services, so you will not incur costs for security deposits or fees for installation of utility hook-ups, which typically are already in place in the venue. Also, in non-traditional locations, some space and equipment may be shared (e.g., information system, beverage station, cooler, prep area, dish area, storage, restrooms).

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are required to follow the standards and specifications that we establish periodically with respect to food products, packaging, advertising materials, supplies, ingredients, equipment, computer hardware and software, fixtures, furnishings and other items, including non-food inventory items, used in the operation of your restaurant. Other than those items that you may be required to purchase from us, PJ Food Service or another designated supplier, you may purchase from any approved supplier.

A list of approved products and the suppliers from which those products may be purchased may be published in the Manuals or in policy and procedures statements or provided to you by other written communication, and we may amend the list from time to time. If you want to purchase any products from a supplier other than an approved or designated supplier, you must submit to us a written request for approval of such supplier or must request the supplier itself to do so. Our representatives must be permitted to inspect the supplier's facilities, and samples from the supplier must be delivered to us or to an independent laboratory that we choose for testing. We may charge you or the supplier an amount not to exceed the reasonable cost of the inspection and the actual cost of the tests. We will use reasonable efforts to begin an investigation of the proposed supplier and/or product within 30 days. We reserve the right, at our option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke our approval if the supplier fails to continue to meet any of our then-current criteria. We do not provide our criteria for supplier approval to our franchisees.

PJ USA is currently the only approved supplier of the Information System and certain related services described in Items 6 and 11 and will also sell or license the Designated Software, all as further described in Item 11. We presently require that you purchase pizza dough and pizza sauce only from our affiliate PJ Food Service. You may also be required to purchase from PJ Food Service or another designated approved supplier, food items that either have been specially prepared and contain trade secrets, or that we consider to be integral to the System, or both. We reserve the right to require you to purchase from PJ Food Service, or other sources we designate, additional or other items, and we or our affiliates may derive revenue from such purchases. If you are required to purchase products and supplies from PJ Food Service or another designated supplier in addition to those specified above, it is expected that the products and supplies that would be required to be purchased would be mainly food items and ingredients, although we may also require you to purchase certain promotional items and to obtain certain services from designated suppliers. The purposes of such a requirement would generally be to protect secret recipes, to ensure high standards of quality and product consistency, to protect or enhance the System and the System’s public image and goodwill, or to execute a national promotional campaign. PJ Food Service also sells packaging and paper products and most other food products used in a Papa John's restaurant. The Authorization form that you are required to sign pursuant to the Franchise Agreement authorizes us and our affiliates to debit your bank account the amounts due from you for purchases. All sales by our affiliates are on the terms and conditions they specify.

As noted in Item 6, PJ Food Service may charge higher prices for delivery of food products and other items to certain Restaurants than it charges for the same goods delivered to other Papa John's locations if the Restaurant cannot be serviced according to PJ Food Service's standard means and/or procedures This is due to the increased costs that PJ Food Service incurs in order to accommodate deviations from its standard operating procedures. For example, in one instance a venue for a Non-Traditional Restaurant could not accommodate deliveries by large tractor & trailer trucks. In order to service the location, PJ Food Service purchased a smaller refrigerated vehicle, which was dedicated to serving that particular location. However, as noted in Item 6, if PJ Food Service charges higher prices to a Non-Traditional Restaurant than its regularly scheduled prices charged to traditional restaurants, we will help offset the increased costs by reducing or waiving the royalty for the Non-Traditional Restaurant.

If PJ Food Service ceases operating or ceases supplying you (other than as a result of the termination or expiration of the Franchise or your failure to meet their payment terms), we will use reasonable efforts to provide you with names, addresses and phone numbers of alternative approved suppliers and the products available from each such supplier.

Our affiliate, Preferred Marketing Solutions, is a pre-approved supplier of uniforms and promotional items and pre-approved printed materials. You are not obligated to purchase anything from Preferred Marketing Solutions.

In 2022 we or our affiliates received $3.1 million from designated suppliers because of their transactions with our franchisees and with us. Except as described below, we do not negotiate purchase arrangements with suppliers for your benefit. We do not provide any material benefits to you based on your use of designated or approved sources. There are no purchasing or distribution cooperatives. None of our officers owns an interest in any companies that are vendors or suppliers to the Franchise, except that (as noted in Item 1) our affiliates (including PJ Food Service and PMS) are wholly owned subsidiaries of our parent company, PJI, and suppliers to "Papa John's" restaurants, and some of our officers, who have ownership interests in us, therefore also indirectly own interests in those affiliated suppliers.

In 2016, we negotiated a seven-year contract with our soft drink supplier which provides material benefits to franchisees. The contract will expire June 30, 2023. We expect to secure a beneficial soft drink contract for 2023 and beyond, but we cannot guarantee any specific terms or benefits.

Through PJ Food Service, we administer a cheese pricing program (the "Cheese Program"), a program designed to reduce the volatility of cheese prices to Papa John's restaurants on a periodic basis. Through the Cheese Program, PJ Food Service establishes the price of cheese it sells to Papa John's restaurants and maintains that price for an entire fiscal Period (a four or five week period, approximating one month), even if the market price of cheese fluctuates during the Period.

If cheese prices rise during a Period, the Cheese Program will incur a deficit because PJ Food Service will continue to sell cheese at the established price for the remainder of the Period, even though the established price is below the market price at which PJ Food Service purchases cheese. For that reason, we and PJ Food Service are willing to administer the Cheese Program and establish cheese prices for entire fiscal Periods only if franchisees sign the Cheese Purchase Agreement (the "Cheese Purchase Agreement"), the form of which is attached as Exhibit G. Under the Cheese Purchase Agreement, you commit to continue to purchase cheese from PJ Food Service as long as the Cheese Program has a deficit, or to pay a pro-rata share of the deficit if you cease to purchase cheese from PJ Food Service. You are not required to sign the Cheese Purchase Agreement or participate in the Cheese Program. However, if you choose not to sign the Cheese Purchase Agreement but still purchase cheese from PJ Food Service, you will pay a higher price for cheese than Cheese Program participants. The higher price will more closely reflect actual cheese market prices so as to shield PJ Food Service from accumulating a deficit. As of the date of this Disclosure Document, that price is set at $0.10 per pound higher than the price charged to Cheese Program participants.

If cheese prices fall during a Period, the Cheese Program will build a surplus because PJ Food Service will continue to sell cheese to franchisees at the established price for the remainder of the Period, even though the established price is above the market price at which PJ Food Service purchases cheese. In that case, PJ Food Service will establish the price of cheese for the subsequent Period at a level designed to draw down the surplus. Consequently, over the long term, the amount that Cheese Program participants pay for cheese will approximate the actual market price of cheese, and Cheese Program deficits and surpluses will balance to zero. The price of cheese charged by PJ Food Service may differ from the market price in the short term but will not vary over the course of a Period,

enabling franchisees to make pricing decisions and promotional plans for the Period without concern that a sudden rise in cheese prices might adversely affect the economics of the price or promotions.

In our fiscal year ending December 25, 2022, revenue received by our affiliates from the sale of products or services to our North America franchisees was: PJ USA $61.9 million; PJ Food Service $839.3 million; and PMS $9.0 million. These amounts represent approximately 43% of our total revenues. All of the required purchases that you must obtain from us or our affiliates represent up to 25% of your total purchases in connection with the establishment of a standard restaurant or a Non-Traditional Restaurant and up to 18% of your overall purchases in operating a restaurant. All of the required purchases that you must obtain from approved suppliers or in accordance with specifications and standards represent up to 95% of your total purchases in connection with the establishment of a restaurant and approximately 81% of your overall purchases in operating a restaurant. These figures were derived from our audited financial statements or internal accounting records, in the case of standard restaurants, and from our experience and that of our franchisees in operating Non-Traditional Restaurants.

All advertising and promotion by you in any manner or medium (including, for example, advertising via the Internet, social media and digital messaging) must be done in a professional and dignified manner and must meet our specified standards and requirements. You must submit to us (in a form and manner approved by us), for our prior approval (except with respect to prices to be charged), samples of all advertising or promotional plans and materials that you want to use and that have not been prepared or previously approved by us within the 90-day period preceding the intended use (if the sample is of any promotion to be undertaken via electronic medium, you must provide us a printed copy of all information contained in the promotion, indicating all links, if any, to other web sites, e-mail sites or other promotions via electronic medium). If you do not receive our written disapproval within 20 days, we will be deemed to have given the required approval. You must always comply with our directions regarding advertising, including modifying or discontinuing use of any advertising, promotional materials, or advertising service providers regardless of whether such materials or providers had been previously approved.

If you will occupy the premises of the restaurant under a lease, the initial term of the lease, or the initial term together with any renewal terms, must not be for less than the initial term of the Franchise Agreement, except for certain Non-Traditional locations, which may of necessity have lease terms as short as one year or even one season. You must submit a copy of the executed signature pages of the lease, as well as a copy of the executed Addendum to Lease (which is attached to this Disclosure Document as Exhibit A to the Franchise Agreement) for the restaurant to us immediately after signing and copies of the full leases and any exhibits and addenda at such other times as we may request. The lease must include such terms and conditions as are specifically set forth in the Addendum to Lease in the Franchise Agreement, except that most Non-Traditional locations are exempt from this requirement.

We require Papa John's restaurants to be constructed or remodeled in accordance with our specifications. The Franchise Agreement requires that you purchase or lease and use only such equipment as we may specify or approve. Any alterations to our specifications that you propose to make must be approved by us in writing before any work is begun on the proposed alteration.

The Franchise Agreement requires you to maintain one or more insurance policies that are issued by insurance carriers rated "B+" or better by A.M. Best Company and within the limits specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises): (i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at no less than the actual replacement value of the building (if owned), the contents, and improvements; (ii) workers' compensation and other insurance with limits required by law; (iii) fire legal liability (unless you own the premises in which the restaurant is located or have a cross-waiver of subrogation with your landlord); (iv) commercial general liability insurance on an

"occurrence" form covering all operations by or on behalf of you providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for (A) Premises and Operations Liability, (B) Products and Completed Operations Liability, (C) Independent Contractors Protective Liability, (D) Blanket Contractual Liability insuring the obligations assumed by you under the Franchise Agreement, and (E) Incidental Medical Malpractice; and (v) automobile liability insurance, including non-owned automobiles (not required for Non- Traditional Restaurants that do not offer delivery service). Excluding (ii), the limits of liability required for each of the policies described above are: $1,000,000 each occurrence (combined single limit for bodily injury and property damage); $1,000,000 personal injury liability; $1,000,000 aggregate for products - completed operations; $2,000,000 general aggregate; and $500,000 for fire legal liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit must apply separately to each location. The limits of liability must not be less than $1,000,000 combined single limit each accident for bodily injury and property damage combined. You are also required to maintain an umbrella policy with a minimum of $1,000,000, which must expressly provide coverage in addition to the coverages listed above including employers liability coverage included in (ii). You must maintain the insurance coverages and amounts listed above, even if using third-party delivery services. Excluding (ii), we must be named as an additional insured on all your policies. These are only the minimum coverages required. We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors to assure that you obtain all required coverages as well as any additional types of coverages or higher limits that they may recommend.

Upon request, you must deliver to us copies of all required insurance policies and proof of payment of insurance premiums. All policies required under the Franchise Agreement must provide that the insurer will give us written notice not less than 30 days before any policy or coverage may be canceled, materially altered, or permitted to lapse or expire. We also have the right to require you to increase the limits of any required policy of insurance. We expect that the required limits would not be increased unless deemed reasonably necessary: (1) to protect against increased liability exposures; (2) to cover additional equipment, leasehold improvements or signage requirements; or (3) as a result of a change in law or other factors justifying such increase.

ITEM 9: FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Sections 1 and 6 of Franchise Agreement, Sections 3.(b), (d) and (e) of Development Agreement	Items 7 and 11
(b) Pre-opening purchases/leases	Sections 10, 11 and 12 of Franchise Agreement.	Items 7, 8 and 11
(c) Site development and other pre-opening requirements	Sections 6, 9 and 10.(a) of Franchise Agreement and Sections 3.(b), (d) and (e) and 5 of the Development Agreement	Items 6, 7 and 11

Obligation	Section in Agreement	Disclosure Document Item
(d) Initial and ongoing training	Sections 10.(c) and 11.(d) of Franchise Agreement and Section 3.(c) of the Development Agreement	Items 7 and 11
(e) Opening	Section 1 of the Franchise Agreement, Sections 3.(a), (b), (d) and (e) of Development Agreement	Item 11
(f) Fees	Sections 3 and 10 of Franchise Agreement, Sections 2 and 3.(h) of Development Agreement	Items 5, 6, 7 and 11
(g) Compliance with standards and policies/Operations Manual	Sections 10 and 11.(c), (e) and (f)of Franchise Agreement	Items 8 and 11
(h) Trademarks and proprietary information	Sections 7, 10, 16.(e), 16.(f) and 17 of Franchise Agreement	Items 13 and 14
(i) Restrictions on products/services offered	Sections 11.(c) and 12 of Franchise Agreement	Items 11 and 16
(j) Warranty and customer service requirements	None	
(k) Territorial development and sales quotas	Section 5 of Franchise Agreement and Sections 1.(a) and 3.(f) of Development Agreement	Item 12
(l) On-going product/service purchases	Sections 10 and 12 of Franchise Agreement	Item 8
(m) Maintenance, appearance and remodeling requirements	Section 10 of Franchise Agreement	Item 11
(n) Insurance	Section 18 of Franchise Agreement	Items 7 and 8
(o) Advertising	Section 8 of Franchise Agreement	Items 6, 7, 8 and 11
(p) Indemnification	Sections 3.(e)(iii) and 21.(c) of Franchise Agreement, Section 16.(b) of Development Agreement	Item 6
(q) Owner's participation/management/staffing	Sections 11.(a), (b) and (c) and 16.(d) of Franchise Agreement and Section 8 of Development Agreement	Items 11 and 15
(r) Records/reports	Sections 10.(c)(iii) and 13 of Franchise Agreement	Item 6
(s) Inspections/audits	Section 11.(j) and 13.(e) of Franchise Agreement	Item 6
(t) Transfer	Section 14 of Franchise Agreement and Section 10 of Development Agreement	Item 17

Obligation	Section in Agreement	Disclosure Document Item
(u) Renewal	Section 2 of Franchise Agreement	Item 17
(v) Post-termination obligations	Sections 9 and 20 of Franchise Agreement and Section 9. (e) of Development Agreement	Item 6 and Item 17
(w) Non-competition covenants	Sections 16. (a), (c) and (e) and 20 of Franchise Agreement and Section 7.(a) and 9.(e) of the Development Agreement	Item 17
(x) Dispute resolution	Section 23. (a) of Franchise Agreement and Section 14.(a) of Development Agreement	Item 17

ITEM 10: FINANCING

Except for the lease and payment arrangements described in this Item 10, we do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

If you sign a Development Agreement for multiple restaurants, we may offer you through our affiliate, PJUSA the opportunity to acquire certain equipment for the restaurants via a 48-month lease for a value of up to $170,000.00. The cost of the equipment will be amortized or repaid as explained in the Equipment Lease Agreement. The equipment package may include a set of PJI approved ovens, the Information System, or other restaurant equipment as determined by us. The form of the lease agreement for the equipment (the "Equipment Lease") is attached hereto as **Exhibit C-1**. If we offer you an equipment lease package, the terms will be as follows:

If the restaurant closes, or you are otherwise not in good standing during the lease period, we may require you to pay for the equipment or repossess and dispose of the equipment, at our election. (In certain states we purchase equipment directly for your ownership, subject to your contractual agreement to transfer the equipment to PJUSA if the store closes before the end of the agreement term, generally in 48 months.)

The principal financing terms under the Equipment Lease are as follows:

- There are no interest or finance charges under the Equipment Lease.
- Under the Equipment Lease, no periodic payments are due. A single payment of $50 is due at the end of the lease's 48-month term.
- Under the Equipment Lease, we will retain a security interest in the equipment, which will be filed with the appropriate authority in your state.
- We do not require a guaranty specific to the Equipment Lease. However, if you are a corporation, LLC or other business entity, under the Owner Agreement each of your owners must personally guarantee all of your debts and obligations to us and our affiliates. This would include payments due under the Equipment Lease. A copy of the Owner Agreement is attached as Exhibit K.

- Prepayment is not available under the Equipment Lease. The option to purchase the equipment for $50 applies only at the end of the lease term and only if the Restaurant has been continuously open and operating throughout the lease term.
- If you are in default under either the Equipment Lease; (a) we or our designated agents or representatives may enter the site and repossess the equipment; or (b) we may sue for a court ordered repossession; and in either case, you must pay all costs and charges incurred by us in connection with repossessing the equipment, including without limitation, costs or charges
incurred by us to recover the equipment and return it to a location chosen by us.
- Under the Equipment Lease:

a. You are required to pay all costs of (a) transportation and freight charges for delivery of the equipment to your Restaurant; and (b) providing a suitable site for installation of the equipment and actual installation of the equipment at the Restaurant, including without limitation: rigging; structural alteration; rental of installation tools or equipment; necessary electrical power; and HVAC equipment and installations.

b. If the Equipment Lease expires or is terminated and you are not eligible to purchase the equipment as provided under the Equipment Lease, within 10 days of termination or expiration you are required, at your own cost and expense, to prepare the equipment for shipping and deliver the equipment to PJUSA or its designated agent. If you fail or refuse to do so, you are required to allow PJUSA or its agents access to the premises where the equipment is located to take immediate possession. The equipment must be returned to PJUSA in substantially the same condition as received, ordinary wear and tear excepted. Upon receipt of the equipment, PJUSA will perform diagnostic testing to determine whether the equipment is in good condition and working order reasonably suited for its normal use and operation. If the equipment fails such diagnostic testing, you will be required to pay to PJUSA a maintenance fee equal to the cost to PJUSA of returning the equipment to good condition and working order.

c. During the term of the Equipment Lease, the equipment remains the sole and exclusive property of PJUSA. You have no right or property interest in the equipment except for the right to possess and use the equipment in the operation of your Restaurant. The equipment remains personal property even if installed in or attached to real property.

d. You are required to keep the equipment free and clear from all claims, levies, liens and encumbrances.

e. The equipment may be used solely for operation of the Restaurant and not for any other commercial, personal, family or household purposes.

f. You may not make any alterations to the Equipment without PJUSA's prior written consent.

g. During the term of the Equipment Lease, you must, at your own cost and expense, maintain the equipment in good working order and make any and all repairs necessary to maintain the equipment in good working order.

h. You assume and bear the risk of loss or damage to the equipment from the time the equipment is delivered by PJUSA to a carrier for shipment to Lessee's designated location until returned to PJUSA. You are required to keep the equipment insured against all risks of loss in an amount not less than the replacement cost of the equipment and carry general commercial liability insurance covering the equipment.

i. You are obligated to indemnify and defend PJUSA against all claims, liabilities, costs, damages and expenses arising from or related to your possession, use or operation of the equipment.

Neither Papa John's nor any of our affiliates receives any consideration for placing financing with any lender.

We are unable to estimate whether you will be able to obtain financing for any part or all of the investments necessary to open a Papa John's franchise or the terms of any financing, all of which will depend on general credit conditions and the creditworthiness of you and your owners.

Under the terms of the Franchise Agreement, a pledge of any Franchise Agreement or Development Agreement, or any rights or obligations under them, in connection with obtaining financing constitutes a transfer requiring our approval. It is our policy not to approve any pledge of any franchise or development rights, or other liens, royalty deferrals or subordination provisions that may be sought by the SBA or bank lenders. A lien against your assets to secure a loan for the construction, remodeling, equipping or operation of the restaurant is generally outside the scope of this restriction.

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

Except as listed below, we are not required to provide you with any assistance:

Development Agreement

Before you open a restaurant, we will:

(1) grant you rights to establish a specific number of restaurants at locations we approve within the Development Area (Development Agreement - Section 1.(a));

(2) offer certain training programs designed to assist you in the operation of the restaurant, as more fully described below (Development Agreement - Section 3.(c));

(3) not unreasonably withhold our approval of a site that meets our requirements (Development Agreement - Section 3.(b));

(4) approve all plans for the layout of all equipment, signs and leasehold improvements in each restaurant, which plans must be prepared according to our specifications and provide certain development services to you for the construction of a new restaurant or the remodeling of an existing restaurant, including assistance in (1) the selection of architects and engineers, (2) completion of a site survey, (3) management of the permitting process, (4) coordination of equipment purchasing, (5) the request for proposal process with licensed general contractors, and (6) management of general contractors. Such services are provided in return for payment of the Initial Franchise Fee (Development Agreement - Section 5); and

(5) deliver the Franchise Agreement to you within 20 days after you provide the address and telephone number for an approved location that you have leased or purchased, provided, the approval of a location and the delivery of a Franchise Agreement by us is conditioned upon our determination in our reasonable judgment, that:

(a) you have the financial and operational capacity to develop and operate the restaurant;

(b) the site that you have proposed for the restaurant is within the Development Area and is a suitable site based upon criteria that we establish from time to time; and

(c) you and your owners are in compliance with the Development Agreement and each Franchise Agreement executed pursuant to the Development Agreement (Development Agreement - Section 3.(d)).

Franchise Agreement

Before you open the restaurant, we will:

- provide specifications for the design of the restaurant and related facilities at the approved location (Franchise Agreement – Section 4.(a));
- provide you with specifications for all equipment, communications and computer hardware and software, design, signs, furnishings and fixtures (Franchise Agreement - Section 4.(b));
- provide you with specifications and standards, and may mandate certain designated and approved suppliers, for: (a) all food products, beverages, ingredients and cooking materials sold from or used in the operation of the restaurant; and (b) all containers, boxes, cups, packaging, menus, uniforms and other products and materials used in connection with the operation of the restaurant (Franchise Agreement - Section 4.(c));
- lend you one copy of the confidential manuals (the "Manuals") for the restaurant. The Manuals contain mandatory and suggested specifications, standards, System policies and operating procedures that we prescribe and may also include information about your other obligations under the Franchise Agreement. The Manuals may be revised to reflect changes in the System. Such changes may include, without limitation, decor, design, appearance, equipment, methods, standards and specifications, operating procedures, Information System, System policies, menus, recipes and food and beverage products to be used in the operation of the restaurant. You must keep the Manuals confidential and current and must not copy any part of any manual. The table of contents of the Manuals as of our last fiscal year end is attached to this Disclosure Document as Exhibit I). The Manuals consist of 383 pages (including the table of contents, 4 pages), covering the following subjects: Introduction, 5 pages; Food Safety/Recall, 8 pages; Opening and Closing, 20 pages; Dough Management, 13 pages; Food Preparation, 45 pages; Order Taking, 20 pages; Dough Slapping, 19 pages; Pizza Topping, 15 pages; Oven Tending, 14 pages; Delivery, 11 pages; Getting Better, 14 pages; Equipment, 35 pages; Troubleshooting, 6 pages; Employment Practices and Development, 54 pages; Restaurant Safety and Security, 36 pages;

Financial Controls, 45 pages; Support Departments, 14 pages; Franchise Development, 4 pages (Franchise Agreement - Section 11.(e));

During your operation of the restaurant, we will:

(1) communicate to you information relating to the operation of the restaurant to the extent we deem it necessary or pertinent (Franchise Agreement - Section 4.(e));

(2) revise the Manuals (Franchise Agreement - Section 11.(e));

(3) not unreasonably withhold approval to a proposed transfer if all requirements are met (Franchise Agreement - Section 14.(c));

(4) administer the Papa John's Marketing Fund, Inc. (the "Marketing Fund"), a Kentucky non-profit organization organized to receive, hold and spend contributions from its members in connection with producing and conducting advertising related to Papa John's and Papa John's restaurants and products (Franchise Agreement, Section 8));

(5) operate and maintain the On-Line Ordering System (Franchise Agreement- Section 4. (f)) (not applicable to Non- Traditional Restaurants);

(6) administer Papa Card, Inc., a Colorado non-profit corporation and wholly-owned subsidiary of the Marketing Fund, to process Papa Card transactions and receive Papa Card transaction fees for standard restaurants (Franchise Agreement - Section 3.(b)). Non-Traditional Restaurants are not required to accept payment via Papa Cards and typically do not do so;

(7) administer the Cheese Program (see Item 8); and

(8) administer the Papa Rewards program, a customer loyalty program.

Marketing

The Articles of Incorporation of the Marketing Fund provide that all of our franchisees (and any entity licensed by us to grant Papa John's franchises) must become members of the Marketing Fund. The By-Laws of the Marketing Fund currently provide for 4 directors, 2 of whom we appoint and 2 of whom are elected by the Franchise Advisory Council, a council representing our franchisees, whose members are elected by franchisees. Under the By-Laws, we have the right to the tie-breaking vote on all matters subject to vote of the directors. All Marketing Fund contribution rate decisions up to 3% are made by the Board of Directors of the Marketing Fund (the "Board"). In order to raise the contribution rate above 3% of Net Sales, the affirmative vote of not less than 2/3 of the restaurants (including restaurants that we own) voting in a referendum on the proposed change is required. On each matter on which members are entitled to vote, each member is entitled to one vote for each standard restaurant that it owns or controls. We would have one vote on all matters for each standard restaurant that we own or control. Non-Traditional Restaurants are non-voting members of the Marketing Fund. As described in Item 6, you are also required to sign the Advertising Agreement. In September 2016, the members of the Marketing Fund approved an increase in the contribution rate to 4.25%, beginning on September 26, 2016 (the first day of the fourth quarter of our 2016 fiscal year), with additional ¼% annual increments scheduled on the first day of the fourth quarter each year until the Marketing Fund contribution rate reached 5% in Q4 of 2019.

Thereafter, the rate will be subject to increase or decrease by action of the Marketing Fund Board (and vote of the members, if required), as provided in the Marketing Fund's Bylaws. However, if we increase the royalty at any time before June 30, 2023, the Marketing Fund contribution rate automatically reverts to 4% on the effective date of the royalty increase, but all marketing incentives paid by our soft drink supplier will then be paid into the Marketing Fund. Currently, those incentives are paid directly to Restaurant operators. Non-Traditional Restaurants are required to contribute 25% of the standard contribution rate.

Under the Advertising Agreement, you acknowledge membership in the Marketing Fund and contractually obligate yourself to make required contributions to the Marketing Fund and to otherwise comply with the Articles of Incorporation and By-Laws of the Marketing Fund and any rules and regulations that the Marketing Fund may adopt. The Marketing Fund has been organized and is intended to operate as a non-profit corporation, and should not be taxed on its receipt of contributions. The Marketing Fund's use of the Marks is governed by a License Agreement entered into between PJI and the Marketing Fund.

The Marketing Fund is intended to increase recognition of the Marks and to further the public image and acceptance of the Papa John's brand and the System. We, the Marketing Fund and the directors of the Marketing Fund do not undertake any obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by Papa John's restaurants operating in such geographic area or that you or your restaurant will benefit directly or in proportion to your contribution to the Marketing Fund. We are not required to spend any amount on advertising in the geographic area where your Franchise is located. We, our officers, directors, agents and employees are not a fiduciary or trustee of the contributions to, or the assets of, the Marketing Fund. We, the Marketing Fund and our and their respective officers, directors, agents or employees, will not be liable to you for the maintenance, direction or administration of the Marketing Fund, including for contributions, expenditures, investments or borrowings, except for acts constituting willful misconduct.

We will make contributions to the Marketing Fund for each restaurant that we or our affiliates own on the same basis as required of comparable franchisees within the System (our standard restaurants will contribute under the same requirements as franchised outlets and our non-traditional outlets will contribute on the same basis as franchised non-traditional outlets).

As long as you are in compliance with the Advertising Agreement and the Articles and By-Laws of the Marketing Fund, you will be furnished with advertising materials that were produced by or for the Marketing Fund for System-wide distribution, on the same terms and conditions as such materials are furnished to other franchisees.

As described in Item 6 and as provided in the Advertising Agreement, your bank account will be debited for Marketing Fund contributions. Contributions to the Marketing Fund may be used to defray our expenses only to the extent of the administrative costs and overhead that we may reasonably incur in rendering services to the Marketing Fund. The funds collected by the Marketing Fund, and any earnings, are not and will not be an asset of us or any franchisee.

We will prepare an annual statement of monies collected and costs incurred by the Marketing Fund, audited by an independent CPA firm, and furnish it to you upon written request. Contributions are not necessarily spent in the year received. Any amounts not spent are carried forward to the next year. During the fiscal year ending December 25, 2022, a total of $190.1 million was spent by the Marketing Fund. These monies were spent on the following:

Category	Percentage
Production	9%
Media	82%
Promotions and Public Relations	4%
Research	4%
Administrative/Other	1%
	100%

No money was spent by the Marketing Fund to solicit new franchisees. The Marketing Fund may place advertising in any media, including digital, print, radio and television. The coverage is typically national but local and regional campaigns have been undertaken and such campaigns will likely be repeated. Advertising is developed by both our in-house marketing department and national and regional advertising agencies and is designed to benefit all Papa John's restaurants equally. However, we have no obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to Marketing Fund contributions made by Papa John's restaurants in the area or that any Papa John's restaurant will benefit directly or in proportion to its contribution to the Marketing Fund.

Although the Marketing Fund is intended to be of perpetual duration, the Board has the right to terminate the Marketing Fund. However, the Marketing Fund will not be terminated until all monies held by it have been expended for the purposes set forth in its Articles of Incorporation and By-Laws or distributed as permitted by law.

You are also required to participate in the Papa Card program administered by Papa Card, Inc., except that Non-Traditional Restaurants are generally not required to accept payment via Papa Cards. The Papa Card is an electronic cash card available for purchase and redemption at Papa John's restaurants for use as a gift certificate or other purchase credit purposes for food and beverage purchases. Customers may also increase or replenish balances available on the Papa Card. Customers may redeem the balance (or any portion thereof) on the Papa Card for food and beverage purchases. We will debit or credit your bank account for the net amount of Papa Card purchases/ balance increases and redemption transactions on a weekly basis. Upon redemption of a Papa Card for a purchase transaction at your restaurant, you will incur a fee of 2% of the transaction amount to Papa Card, Inc. to defray the expenses of administering the Papa Card Program. This fee will be collected monthly and the rate may be changed by the Board of the Marketing Fund but may be set higher than 2% only if approved by us. The funds collected by Papa Card, Inc., and any earnings, are not and will not be, an asset of us or any franchisee. All assets and earnings of Papa Card, Inc. will be applied to administer the Papa Card Program, including production and distribution of Papa Cards, promoting the program to consumers and processing transactions.

You are also required to participate in local Cooperatives. A Cooperative is an organization established for restaurants in a specified geographic area (typically a "Designated Marketing Area" or "DMA," encompassing the area whose television broadcast coverage is predominately provided by broadcasters located in a proximate city). No restaurant will be required to contribute to more than one Cooperative. Although we specify the area and the restaurants covered, each Cooperative is operated and controlled by its members. However, no dissolution of a Cooperative by its members will affect the requirement that all restaurants in the area that we have specified must participate in a Cooperative. The members of each Cooperative will have the authority to establish the contribution rate for its members, with a minimum of 2% of Net Sales and a maximum of 5% of Net Sales. Approval by the Franchisor is necessary to reduce the monthly contribution below 2% of Net Sales. However, you are not required to contribute more than 7% of Net Sales to the Marketing Fund and Cooperative combined. If your Cooperative sets a contribution rate that would cause your combined Marketing Fund and Cooperative contributions to exceed 7% of Net Sales, you may reduce your Cooperative contribution so as to reduce your combined Marketing Fund and Cooperative contributions to 7%. You may not reduce your

Marketing Fund contributions without our approval. Any increase in the contribution rate will be submitted to a vote of the members of the Cooperative and will take effect only if approved by (i) a majority of votes cast if the proposed increased monthly contribution rate is not more than 5% of Net Sales, or (ii) two-thirds of the votes of a Cooperative's members if the proposed increased monthly contribution rate is above 5% of Net Sales. We may authorize a Cooperative to set the contribution rate at less than 2% but we reserve the right to subsequently withdraw our approval of a reduced rate and require that the minimum contribution rate of 2% of Net Sales be re-established. Non-Traditional Restaurants are required to contribute to the Cooperative pursuant to the terms of their respective Franchise Agreements. On matters submitted to a vote of the members, you will be entitled to one vote for each standard restaurant that you own or control which is located in the applicable DMA. Non-Traditional Restaurants are not voting members of their Cooperative. We will also have one vote for each restaurant that we own or control which is located in the applicable DMA. We may also authorize any Cooperative to determine contributions on a different basis (fixed amount, geographic location, etc.). Our decision on any issue concerning Cooperative contributions is final.

The form and structure of a Cooperative must be as permitted by applicable state law and in conformity with the Franchise Agreement. A suggested form of By-Laws for an unincorporated Cooperative is attached to this Disclosure Document as Exhibit J. Any significant deviation from this form must be approved by us. Each Cooperative must commence operation on a date that we designate in advance. Before signing the Franchise Agreement, organizational documents of your Cooperative are available for your review. Each Cooperative will be organized for the purposes of producing and conducting general advertising, marketing, and promotional programs and activities for use in and around the applicable DMA and developing standardized promotional materials for use by the members. We will make contributions to each Cooperative of which we or our affiliates are members on the same basis as required of comparable franchisees within the System. No advertising programs or materials may be used by a Cooperative or furnished to its members, and no advertising or promotional activities may be conducted by a Cooperative, without our prior written approval. Any advertising agency or media placement agency employed by a Cooperative must be approved by us. You must make your contributions to your Cooperative on the date and in the manner designated by the Cooperative.

You must also submit such statements, data, and reports as may be designated by us and your Cooperative, including but not limited to reports on your utilization of marketing funds. The Cooperative will submit to us such statements and reports as we may designate. Each Cooperative is required to prepare annual financial statements. Cooperative contributions are not required by us to be spent in the year received. We do have the right to audit a Cooperative or any agency approved to conduct marketing activities for Cooperatives. We may designate a formula for calculating a proration or reduction of the contribution rate for restaurants in a Cooperative based on media coverage. We, in our sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant any franchisee an exemption from the requirement of membership in a Cooperative. An exemption may be for any length of time and may apply to one or more restaurants owned by a franchisee. We may also exempt one or more restaurants owned or controlled by us from the requirement of membership in a Cooperative for such periods as we reasonably deem appropriate. Our decision concerning an exemption is final. If any exemption is granted to you, you may be required to spend on local advertising up to the full amount that would otherwise be payable to the Cooperative.

In addition to Marketing Fund and Cooperative advertising contributions, you must conduct certain local advertising and ongoing monthly expenditures for each standard restaurant based on the Net Sales of the restaurant. Non-Traditional Restaurants generally are not required to conduct local advertising and marketing. The percentage of Net Sales that we require you to spend each month for local advertising is 8% (for a traditional restaurant) minus the percentage required to be contributed to the Marketing Fund and your Cooperative. Small Town and Non-Traditional Restaurants must spend 2% of Net Sales.

All advertising programs and materials that have not been prepared or approved by us within the 90-day period preceding their intended use must be submitted to us for approval. If we do not notify you within 30 days after we receive the proposed program or advertising materials that we disapprove of such materials, we are deemed to have given our approval. You must at all times comply with our instructions regarding the use of advertising programs and materials, including modifying or ceasing to use such materials, whether or not such materials had been previously prepared or approved by us. You are also required to submit reports verifying your local marketing expenditures as we request. Non-Traditional Restaurants generally are not required to undertake local advertising, except Small Town Restaurants.

We may spend our own funds to produce such promotional materials and conduct such advertising as we deem necessary or desirable. In any advertising conducted solely by or for us, we have the sole discretion to determine the products and geographical markets to be included and the medium employed, and we have no duty or obligation to supply you with any advertising or promotional materials produced by or for us at our sole expense.

We will be the sole and exclusive owner of all materials and rights that result from advertising and marketing programs produced and conducted, whether by you, us, a Cooperative or the Marketing Fund. Any participation by you in any advertising, whether by monetary contribution or otherwise, will not vest you with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. If requested by us, you must assign to us at your own cost any contractual rights or copyright that you acquire in any advertising.

We operate a customer loyalty program called Papa Rewards. Under the Papa Rewards program, customers can earn points each time they make a purchase.

Upon reaching a 75 point threshold, those points are converted to currency called Papa Dough, which members can use to reduce the cost of future purchases. From time to time, the Papa Rewards program may run promotions that gift customers free items.

As used in the Franchise Agreement and this Disclosure Document, the term "advertising" also includes Websites and social media such as Facebook, Twitter, Instagram, Linkedin, Snapchat, TikTok, and other forms of social media. The term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, that you operate or authorize others to operate and that refers to the restaurant, any of the Marks, us, or the System. The term Website includes, among other things, Internet, mobile websites, mobile apps, intranet, e-mail and World Wide Web home pages, as well as pages on social media and other electronic services (Franchise Agreement - Section 8(h)). In connection with any Website: (a) before establishing the Website, you must submit to us a sample of the Website format and information in the form and manner we may reasonably require; (b) you may not establish or use the Website without our prior written approval; (c) in addition to any other requirements, you must comply with the standards and specifications for Websites that we establish from time to time in the Manuals or otherwise in writing; (d) upon our written request, you must establish your Website only as part of our Website and/or establish electronic links to our Website; and (e) if you propose any material revision to the Website or any of the information contained in the Website, you submit each such revision to us for our prior written approval.

You must keep books and business records according to our formats (Franchise Agreement - Section 13). You must buy and use the computer system and software that we periodically designate.

Information Systems

For standard Papa John’s restaurants, you will be required to purchase, license and use in the operation of a restaurant only the Designated Software and Information System that we periodically

specify and require. The "Information System" means those brands, types, makes and/or models of communications and computer systems, hardware, software, network devices, security systems and internet access platforms specified and required by us for use in the restaurant or for transferring data between or among Papa John's restaurants and/or us. The Information System will include point of sale systems, information storage, retrieval, and transmission systems and security systems. The "Designated Software" means such software, programming and services as we may specify and require for use by you in the restaurant as part of the Information System. The Designated Software may consist of software purchased or licensed from us or a third party and/or contain third-party subcomponents that we have the authority to license or sell to you ("Packaged Software") pursuant to and in accordance with agreements that we enter into with such third-party vendors (collectively, the "Packaged Software Agreements"). The Designated Software may also consist of or contain proprietary computer programs that we may develop or cause to be developed and that are owned by us and that we designate for use on the Information System in the operation of a restaurant, including any modifications, additions or enhancements to such software programs ("Proprietary Programs").

The Designated Software currently includes Proprietary Programs and the Information System is proprietary to Papa John’s. We have not approved any compatible equivalent system. The hardware components of the Information System are not proprietary to Papa John’s but must be acquired from an approved supplier and must meet the specifications and requirements of the Information System.

The Designated Software that we currently require is proprietary to Papa John's. We will provide software maintenance, research and development, upgrades and enhancements for the Information System. The annual cost of this service is the Software Maintenance Fee of $375 per month (payable and invoiced monthly), as further described in Item 6. Certain telephone support and assistance is provided by The Papa John's Help Desk. The cost to you is $80.00 per month (payable and invoiced monthly), as described in Items 6 and 7.

The current Designated Software was first installed in a Papa John's restaurant operated by PJ USA in September 2013 and began being installed in franchised Papa John's restaurants in June 2014. However, we may designate or approve an alternative or different Information System.

As further described in Items 6 and 7 and above, we require you to pay to us or our affiliate or agent periodic Software Maintenance Fees. At the time the Designated Software is initially installed, we will require you to pay to us an On-Site Installation Fee if we or our agent perform the installation of the Designated Software. The On-Site Installation Fee must be paid to us in connection with each restaurant opening as described in Item 6. Each time a modification or enhancement is installed at the restaurant, we will require you to pay us the On-Site Support Fee unless the modification is made by direct electronic access to your Information System. We may raise these fees at any time and there are no contractual limits on our right to do so. During the term of the Franchise Agreement, and provided that you are in compliance with the terms of the Franchise Agreement, we are contractually obligated to provide to you, and you must promptly implement, all upgrades, modifications, enhancements, extensions, error corrections and other changes to the Information System developed or adopted by us for use in the operation of the restaurant. You must also maintain the Information System in accordance with our published release notes and deployment alerts. If you fail to maintain the Information System in accordance with our published maintenance release notes and deployment alerts, you must reimburse any costs that we or our agents incur to bring your Information System up to our standards.

We may also modify the current specifications and the components of the Information System and Designated Software. We may require you to obtain specified computer hardware and/or software, including, without limitation, a license to use all or a portion of the Designated Software, from us or a third party under a separate agreement. Our modification of the specifications of the Information System may require you to incur costs to purchase, lease and/or license new, replacement or modified

computer and communications hardware and/or software and to obtain service and support for such items during the term of the Franchise Agreement. We cannot estimate the costs of future additions, enhancements and modifications beyond those estimated for the current configuration. We may continue to add hardware and software components to the Information System and the cost to you of obtaining such additions, enhancements and modifications may not be fully depreciated over the remaining term of the Franchise Agreement. However, you are required to incur such costs, provided that the Designated Software and Information System that we specify for use by you is the same that we are then specifying generally for use in Papa John's restaurants. There are no other contractual limits on the frequency or cost of your to update or upgrade any part of the Information System. Within 120 days after you receive notice from us, you must obtain the components of the Information System that we designate and require.

The Information System is used in the restaurant for the purpose of restaurant operations. The Information System will collect customer information for use in marketing, employee information for use in sales statistics used in financial reporting, inventory information used for Quality Control Center ordering and inventory control. The Information System can perform various other miscellaneous useful tasks and automation.

We will have the right at all times to independently access the Information System and to retrieve, analyze, download and use the Designated Software and all software, data and files stored or used on it. We may access the Information System on the premises at the restaurant or from other locations, including our headquarters and regional offices. There are no contractual limits on our right to access data (Franchise Agreement - Section 10. (c)). All data provided by you, uploaded to our system from your system, and/or downloaded from your system to our system is and will be owned exclusively by us, and we will have the right to use that data in any manner that we deem appropriate without compensation to you.

The cost of the Information System, excluding ancillary services, ranges from $20,000 to $30,000. Ancillary services that we provide (installation, support, help desk and software enhancement, GIS New Store Maps Package) cost up to $8,920 but, as described in the footnotes to Item 6 (footnote 14) and Item 7 (footnote 6) and elsewhere in this Item 11, you are not required to purchase the ancillary services from us or our affiliate, except for the software maintenance fee of $375 per month. However, unless you are able and qualified to provide these services, you will incur costs from third party vendors. We cannot estimate the fees charged by third parties, but we expect that they would be in the same ranges as our standard charges for these services.

The Information System generally will not be required for Venue Non-Traditional Restaurants, but each restaurant must nevertheless have an approved point-of-sale technology system, including, at a minimum, the capability of electronic reporting of sales. (Non-Traditional Franchise Agreement — Section 10). You may contract with a certified third party or make other suitable arrangements for installation and/or support services. However, you will be required to pay your third-party vendor to provide these services and we do not establish the fees charged by such third-party providers.

Use of the designated proprietary Information System is mandatory for all standard Papa John’s restaurants and Small Town Non-Traditional restaurants. Consequently, we are unable to estimate the costs of any alternative point-of-sale technology systems, the characteristics and functionalities of which vary widely. However, we expect that the costs of such a system would not materially exceed the costs of the Information System.

Under the Development Agreement and Franchise Agreement, you select the site for your restaurant. With respect to each proposed location, you must submit a completed site evaluation form, together with such other information and materials as we may reasonably request. We will not

unreasonably withhold our approval of a location. We will consider such factors as we deem material, including the demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition, nature of other businesses in proximity to the site, commercial characteristics (including the lease terms) and the size, appearance and other physical characteristics of the site. Any proposed lease must include an addendum in the form of Exhibit A to the Franchise Agreement or contain terms and conditions that we approve as substantially similar to those contained in Exhibit A to the Franchise Agreement (generally not applicable to Non-Traditional Restaurants). Once a site is approved and has been leased or purchased, we will deliver the Franchise Agreement to you within 20 days after you provide the address and telephone number (generally not applicable to Non-Traditional Restaurants) for the location. The Franchise Agreement for such location must be signed by you and submitted to us along with the payment of the Initial Franchise Fee within 10 days after delivery to you.

Under the Development Agreement, our approval of a location and the delivery of a Franchise Agreement may be conditioned upon our determination in our reasonable judgment, that: (i) you have the financial and operational capacity to develop and operate the restaurant; (ii) the proposed site for the restaurant is within the Development Area and is a suitable site based upon criteria established by us from time to time; and (iii) you and your owners are in compliance with the Development Agreement and all Franchise Agreements executed pursuant to the Development Agreement.

We estimate that there will be an interval of 90 to 120 days between the execution of the Development Agreement and the opening of the first restaurant, which includes a typical interval of 15 to 20 days between the execution of the Franchise Agreement and the opening of the restaurant, but the interval may vary based upon such factors as the location and condition of the site, the construction schedule for the restaurant, the extent to which an existing location must be constructed, upgraded or remodeled, the delivery schedule for equipment and supplies, delays in securing financing arrangements and completing training and your compliance with local laws and regulations. You must open the restaurant for business within 60 days after the execution of the Franchise Agreement unless we agree otherwise (Franchise Agreement - Section 1).

Training

Before the opening of your first restaurant, we will provide initial training on the operation of the restaurant to the Principal Operator (see Item 11) and your management team. The Principal Operator training is outlined below.

- a minimum of two weeks of operations training at a Papa John’s restaurant designated by us to be certified in all seven Papa John’s operations stations.
- a maximum of five weeks of Manager Development Program (MDP) Prep training to prepare for shift management.
- a maximum of five weeks of Manager Development Program (MDP) Basic training to learn restaurant management.
- a maximum of four weeks of Manager Development Program (MDP) Advanced training to learn restaurant management.

Training will be provided primarily at a designated Papa John's restaurant. Customized training may be considered for any approved Principal Operator when Papa John's experience and tenure indicate sound knowledge of our operations systems and processes.

All restaurant managers must be certified to Papa John's operational standards through MDP outlined below and may attend training at any approved training restaurant consisting of:

Primary operator/General Manager/Assistant Manager –

- two weeks station training.
- five weeks maximum Manager Development Program (MDP) Prep certification.
- five weeks maximum Manager Development Program (MDP) Basic certification.
- four weeks maximum Manager Development Program (MDP) Advanced certification.

Shift managers

- two weeks station training.
- five weeks maximum Manager Development Program (MDP) Prep certification.
- five weeks maximum Manager Development Program (MDP) Basic certification

All team members must complete new team member orientation ("NTO") training and be certified in a minimum of three of the seven operations stations. NTO and certification in the team member's primary station must be completed in the team member's first five scheduled shifts. Certification in the second and third stations must be completed by the end of the team member's 20th scheduled shift.

We also offer MUM training for multi-unit managers to learn the Papa John's system if you are contemplating development or operation of more than one Papa John's restaurant. You are responsible for costs and expenses of your trainees (such as travel, meals, lodging and the trainee's compensation). MUM takes place in a market approved by a Papa John's franchise business partner ("FBP"). FBPs oversee Papa John's franchise operations in a designated market or territory.

The Principal Operator and all restaurant managers may be required to attend additional training that we determine to be necessary or appropriate. If the Principal Operator or any manager or other of your employees, in our reasonable determination, does not meet our standards for knowledge and performance or does not pursue or successfully complete our training requirements, we reserve the right to require that such Principal Operator or employee(s) be retrained, or that another person be trained and perform the functions of the category of employee for which the training was offered. You are responsible for all travel and living expenses and salaries that the Principal Operator and your employees incur in connection with training.

We also offer a training program for a Certified Training General Manager position. You need to maintain, at your expense, one qualified employee ("General Manager") for every four locations you have through this program. General Managers may be certified as a Training General Manager only after completion of the entire Management Development Program, a sufficient length of time working in a Papa John's restaurant, recommendation by his/her Principal Operator and approval by the assigned Franchise Business Partner, completion of all criteria outlined in the Training General Manager Selection Guide and satisfactory completion of the Training General Manager workshop. TGMs will be re-evaluated each year and evaluated by the FBP for initial TGM certification.

Required training must be completed before opening your first restaurant. This includes all relevant marketing. An opening support team made up of our designated employees will be used for

training prior to your first two restaurant openings. The FBP will schedule their training dates. The FBP is there to support the Principal Operator is conducting the training.

The support team's primary role is to partner with your trained restaurant team members to conduct on-site training with respect to the duties of each position in the restaurant, including the areas of staffing, food preparation and dough management. Before the restaurant opens, you will be required to activate an online training account for the restaurant. You or your team members may be required to complete some online training activities before the arrival of our opening support team. After the first two restaurants, you may request a team to assist you. Changes in the opening date of a restaurant requiring the opening team to change travel arrangements may also result in the charging of a separate fee. Many franchisees form corporate entities for liability and tax purposes. Occasionally, a franchisee or franchisee group may be formed by the same owners and principal managers of an existing franchisee company. We will not be obligated to provide initial training or opening assistance or support to any management team to whom we have previously provided such training, assistance or support, even if the ownership and management has formed a new, separate franchisee entity in order to undertake development and operation of additional restaurant(s).Notwithstanding anything stated above, Papa John’s makes no employment decisions on behalf of franchisees.

The initial installation, training and support for the Information System is provided by a Papa John's certified installer over a two to four day process. The certified installer will arrive two days before the restaurant's opening day. The first day will be spent installing and testing the hardware with the franchisee being responsible for electrical and data cable wiring prior to the installer's arrival. The second day will be devoted to data file maintenance and restaurant personnel training. On the third day, the installer will continue to provide training and support throughout the restaurant's first open day. The fourth day will again involve training and support during a live situation. This process completes the installation and training of the Information System and its associated costs are defined in Items 6 and 9.

The Papa John's Information Services department offers Information System Installer/Trainer certification ("Certification"). Franchisees are eligible to have an employee(s) certified as an Information System installer/trainer(s) if they meet the following criteria:

- 10 or more undeveloped restaurants under the development agreement
- development of at least one restaurant opening every quarter
- approval from the Papa John's Information Services Department

To be eligible for Certification, the trainee must attend and complete:

- observation of a complete Information System installation by a certified Papa John's corporate installer
- participation in a complete Information System installation by a certified Papa John's corporate installer
- a final review and certification by Papa John's Field Systems Deployment personnel

To maintain currency of Certification, all certified franchisee installer/trainers may be required to attend re-certification courses. All travel, lodging and meal expenses for the franchise employee for these courses are to be paid by the franchisee. There is no charge for the training class or the observation, participation and certification process except for the franchisee's responsibility for all

travel, lodging and meal expenses. Efforts will be made to avoid excessive costs by using franchise sites whenever possible.

We also reserve the right to require any of your employees or prospective employees to take part in such training and instruction as we deem necessary. These programs are mandatory and are generally conducted at our principal offices and/or at a Papa John's certified training restaurant, or at your restaurant. We may also require you to conduct training or instruction at your restaurant using materials, equipment and supplies we designate.

We expect that training will be conducted for the Principal Operator and your personnel after the Development Agreement has been signed and completed at least 3 or 4 weeks prior to opening your first restaurant. Advance planning is required for timely participation in the training program. All subsequent new store openings are required to follow the same training requirements. The training offered as of our most recent fiscal year end is set forth in the following table and further explained in the accompanying notes.

TRAINING PROGRAM

Management Development Program ("MDP") Prep	
Cash Management 101	Total Time (Not including practicing)
Overview	50:53
Deposits	58:46
Till Audits	44:16
Clocking out Drivers	12:49
Cash Drops	15:01
Scenarios	12:28
Knowledge Check	7:30
Pulse Check	5:00
Total	3:26:44
Customer Service 101	Total Time (Not including practicing)
BLAST	34:34
Order Accuracy	40:15
WCCE	43:28
Scenarios	11:32
Knowledge Check	7:30
Pulse Check	5:00
Total	2:22:19
Deployment 101	Total Time (Not including practicing)
Overview	5:03
Station Assignments and Cleaning Tasks	35:58
Knowledge Check	7:30

Pulse Check	5:00
Total	0:53:32

Dough Management 101	Total Time (Not including practicing)
Overview	36:34
3-Day Dough Plan	54:21
Patty Placing	49:21
Downstacking	51:57
Pushing Dough & The 4 Criteria for Use in Production	29:29
Knowledge Check	7:30
Pulse Check	5:00
Total	3:54:14

Floor Management 101	Total Time (Not including practicing)
Intro	99:39
Scenarios	12:14
Knowledge Check	7:30
Pulse Check	5:00
Total	2:04:23

Food Safety 101	Total Time (Not including practicing)
Proper Dating - Overview	6:07
Proper Dating - Receiving	32:36
Proper Dating - Prep	32:48
Proper Dating - Production	31:58
Temperatures - Overview	5:43
Temperatures - Dough	33:38
Temperatures - Walkin	32:45
Temperatures - Makeline	33:30
Knowledge Check	7:30
Pulse Check	5:00
Total	3:41:36

Inventory 101	Total Time (Not including practicing)
Counting & Posting Inventory	38:35
Target Inventory Cost Report	36:18
Yields	32:19
Knowledge Check	7:30
Pulse Check	5:00

Total	1:59:43
ROIP 101	Total Time (Not including practicing)
Overview	100:32
Knowledge Check	7:30
Pulse Check	5:00
Total	1:53:02
Opening & Closing 101	Total Time (Not including practicing)
Overview	48:11
MDOG	37:21
Opening & Closing Observation	364:41
Scenarios	18:50
Knowledge Check	7:30
Pulse Check	5:00
Total	8:01:34
People 101	Total Time (Not including practicing)
Huddles	55:37
TIP/TOP	99:17
Scenarios	41:57
Knowledge Check	7:30
Pulse Check	5:00
Total	3:29:23
Technology 101	Total Time (Not including practicing)
Key Indicator Report	32:07
HotSchedules Labor Dashboard	32:40
Extranet Overview	31:49
SMG Intro	35:09
Drivosity	33:53
Knowledge Check	7:30
Pulse Check	5:00
Total	2:58:09
Welcome 101	Total Time (Not including practicing)
What Does It Mean to be a Shift Leader?	63:38
Diversity, Equity, and Inclusion	37:01
Emotional Intelligence	11:59
Total	1:52:38
Total for MDP Prep	36:37:17
Training Time/Day (Learner)	2:26:29
Training Time/Day (Trainer)	1:50:20
# of Days to Train	15.00
# of Weeks	3.00

Management Development Program ("MDP") Basic	
Cash Management 201	Total Time (Not including practicing)
Financial Control Log	36:20
Cash Drops	15:27
Cash Paid Out/In	23:23
Assign/Unassign Till	55:27
Till Audits	44:51
Making/Posting Deposits	59:08
Bank Procedures	39:30
Clocking In/Out Drivers	36:29
Driver Banks	26:05
Driver Drop Boxes	71:51
Assessment	30:00
Observation Checklist	30:00
Pulse Check	5:00
Total	7:53:33
Customer Service 201	Total Time (Not including practicing)
BLAST	49:11
Order Accuracy	43:00
WCCE	43:45
Managing Energy & Culture	55:18
Scenarios	30:20
Assessment	24:00
Observation Checklist	20:00
Pulse Check	5:00
Total	4:30:36
Equipment 201	Total Time (Not including practicing)
Overview	93:46
Troubleshooting	67:57
Scenarios	6:39
Assessment	15:00
Observation Checklist	10:00
Pulse Check	5:00
Total	3:18:23
Floor Management 201	Total Time (Not including practicing)
Overview	99:40
Deployment	42:36
Assessment	27:00

Observation Checklist	30:00
Pulse Check	5:00
Total	3:24:17
Food Safety 201	Total Time (Not including practicing)
Overview	12:59
Temperatures - Overview	6:46
Temperatures - Dough	14:06
Temperatures - Walkin	13:20
Temperatures - Makeline	13:58
Proper Dating - Overview	5:07
Proper Dating - Receiving	13:21
Proper Dating - Prep	13:33
Proper Dating - Production	12:37
Assessment	30:00
Observation Checklist	15:00
Pulse Check	5:00
Total	2:35:50
Inventory 201	Total Time (Not including practicing)
Counting & Posting Inventory	55:15
Target Inventory Cost Report	37:52
Yields	33:05
Managing Portion Controls	69:39
Receiving a QCC Order	24:41
Transferring Inventory	23:05
Scenarios	30:23
Assessment	22:30
Observation Checklist	60:00
Pulse Check	5:00
Total	6:01:32
LSM 201	Total Time (Not including practicing)
Overview	55:29
Assessment	12:00
Observation Checklist	10:00
Pulse Check	5:00

Total	1:22:30
Opening & Closing 201	Total Time (Not including practicing)
Overview	3:39
Opening	133:17
Closing	129:17
Assessment	30:00
Observation Checklist	240:00
Pulse Check	5:00
Total	8:57:35
Paperwork 201	Total Time (Not including practicing)
Intro	53:13
Understanding the DOR	69:32
Assessment	12:00
Observation Checklist	10:00
Pulse Check	5:00
Total	2:29:45
People 201	Total Time (Not including practicing)
Huddles	37:25
TIP/TOP	62:17
Coaching vs. Bossing	55:56
PPOPE	67:28
Delegating	70:01
Effective Communication	54:08
Managing TM Interactions with Customers	53:53
Managing TM Image	50:27
Scenarios	18:48
Assessment	22:30
Observation Checklist	30:00
Pulse Check	5:00
Total	8:47:54
Product Quality 201	Total Time (Not including practicing)
Pizza Grading	55:38
Managing Product Quality During a Shift	71:24
Scenarios	12:00
Assessment	15:00
Observation Checklist	15:00
Pulse Check	5:00

Total	2:54:03
Safety & Security 201	Total Time (Not including practicing)
Crisis Management	100:22
Scenarios	30:22
Assessment	15:00
Observation Checklist	20:00
Pulse Check	5:00
Total	2:50:44
Technology 201	Total Time (Not including practicing)
Key Indicator Report	32:51
Extranet Overview	42:10
HotSchedules Labor Dashboard	33:12
PJ Reporting	48:02
Service Now	67:21
Assessment	15:00
Observation Checklist	25:00
Pulse Check	5:00
Total	4:28:37
Total for Basic Training Time/Day (Learner)	59:35:19 2:23:01
Training Time/Day (Trainer)	1:45:12
# of Days to Train	25.00
# of Weeks	5.00

Management Development Program ("MDP") Advanced	
Business Planning 301	Total Time (Not including practicing)
Building a Business Plan	3:09
SMART Goals & Preliminary Thinking Map	65:51
Assessment	15:00
Observation Check	15:00
Pulse Check	5:00
Total	1:44:00
Cash Management 301	Total Time (Not including practicing)
Managing Deposits	56:47
Managing Overages & Shortages	58:07
Assessment	15:00

Observation Checklist	10:00
Pulse Check	5:00
Total	2:24:55
Customer Service 301	Total Time (Not including practicing)
Managing Service Metrics	56:10
Responding to SMG Concerns	70:59
Creating a Culture of Great Customer Service	56:10
Scenarios	32:19
Assessment	22:30
Observation Checklist	20:00
Pulse Check	5:00
Total	4:23:09
Equipment 301	Total Time (Not including practicing)
Approved Vendors	50:29
Preventative Maintenance	58:19
Assessment	15:00
Observation Checklist	10:00
Pulse Check	5:00
Total	2:18:48
Food Safety 301	Total Time (Not including practicing)
Managing Food Safety Systems	53:03
Assessment	12:00
Observation Checklist	5:00
Pulse Check	5:00
Total	1:15:04
Inventory 301	Total Time (Not including practicing)
Managing Food Cost	57:16
Calculating Manual Yields	49:11
QCC Ordering	55:48
Manual MDOG	51:14
Editing the MDOG	33:04
Assessment	30:00
Observation Checklist	15:00
Pulse Check	5:00
Total	4:56:34
Labor Management 301	Total Time (Not including practicing)
Forecasting	68:41

Smart Scheduling	98:31
Managing Discount Percent	54:34
Managing Productivity	54:25
Assessment	30:00
Observation Checklist	60:00
Pulse Check	5:00
Total	6:11:12
LSM 301	Total Time (Not including practicing)
LSM Calendar	66:41
Community Involvement	55:45
Comp Hurdle Planning	53:43
Creating a Culture of LSM	54:51
Assessment	30:00
Observation Checklist	45:00
Pulse Check	5:00
Total	5:11:02
P&L 301	Total Time (Not including practicing)
P&L Statement	62:31
General Ledger	54:00
Declining Budget	35:41
Assessment	22:30
Observation Checklist	15:00
Pulse Check	5:00
Total	3:14:44
Paperwork 301	Total Time (Not including practicing)
Exceptions Reporting	66:10
Void Made Reporting	65:22
Assessment	15:00
Observation Checklist	10:00
Pulse Check	5:00
Total	2:41:33
People 301	Total Time (Not including practicing)
Managing Customer Concerns	55:18
Culture	164:58
Recruiting & Interviewing	113:00
Managing Your Team	297:31
Peer to Peer Resources	55:18
Scenarios	30:18
Assessment	37:30

Observation Checklist	60:00
Pulse Check	5:00
Total	13:38:55
Product Quality 301	Total Time (Not including practicing)
Importance of Managing Product Quality	55:38
Systems for Product Quality	54:45
Managing Rack Time	56:38
Coaching HSLs on Product Quality	56:04
Creating a Culture of Great Product Quality	55:43
Assessment	30:00
Observation Checklist	20:00
Pulse Check	5:00
Total	5:33:49
Safety & Security 301	Total Time (Not including practicing)
Coaching an HSL Through a Crisis	55:04
Scenarios	30:47
Assessment	15:00
Observation Checklist	10:00
Pulse Check	5:00
Total	1:55:52
Technology 301	Total Time (Not including practicing)
Cornerstone	50:20
Extranet	63:48
HotSchedules	65:41
SMG	49:47
Email Etiquette	57:10
Assessment	30:00
Observation Checklist	30:00
Pulse Check	5:00
Total	5:51:47
Time Management 301	Total Time (Not including practicing)
Daily, Weekly, Monthly Tasks	58:08
Planning for Big Sales Days	55:27
Change Management	55:26

Maintaining a Work/Life Balance	59:31
Assessment	30:00
Observation Checklist	15:00
Pulse Check	5:00
Total	4:38:33
Total for Advanced Training Time/Day (Learner)	65:59:55
	3:18:00
Training Time/Day (Trainer)	2:33:30
# of Days to Train	20.00
# of Weeks	4.00

NOTES TO TRAINING TABLE

1. Trainers. Joe Sieve, the Chief Restaurant Officer, oversees all our training functions. Trainers will vary and change. We require Training General Managers to have at least one year of experience as a General Manager and a successful track record with Papa John's. We require them to be certified in both the Papa John's Management Training Program and the Training General Manager program.

2. Hours of Training. Both the Principal Operator training program and the Management Training Program are organized and carried out as set forth in the foregoing table. The training program takes approximately six weeks to complete. A typical week consists of 50 to 55 hours of training/instruction.

3. Training Facilities. Most of the training is "on-the-job" training and is typically conducted at a Papa John's certified training restaurant. Classroom instruction may also be utilized to facilitate the training program but this type of training typically makes up only about 5% of the total hours of training under the General Manager training program and 25% of the total hours of training and instruction under the Principal Operator training program. However, the Principal Operator will also be required to attend one week of training at PJU.

4. Training Locations; Frequency. In the Principal Operator training program, the first two weeks are station training conducted in a certified training restaurant, the location to be determined by the Franchise Business Director. The next four weeks are conducted primarily in regional certified training restaurants, either company-owned or franchised. If you are contemplating development or operation of more than one restaurant, you would then proceed to MUM training. Once field training is completed, the Principal Operator will attend a one-week program held at PJU. A new Principal Operator training program is conducted as the need arises. The Management Training Program is conducted entirely in regional approved restaurants. MUM training consists of three weeks in an approved market and two weeks in the market where your restaurant(s) are (or will be) located. The training programs are not offered on a fixed schedule but rather are offered as often as necessary to meet demand.

ITEM 12: TERRITORY

The Development Agreement grants you rights in the Development Area in which to establish a certain number of restaurants. The Development Area consists of a designated geographic area which will be delineated by a mapped area appended to the Development Agreement. However, unless we agree otherwise in a rider or an amendment to the Development Agreement, the Development Area excludes sites suitable for Non-Traditional Restaurants, such as enclosed malls, institutions (such as hospitals or schools), airports, parks (including theme parks), military installations and sports arenas and stadiums, train stations, travel plazas and entertainment venues. During the term of the Development Agreement, we will not locate or license another to locate a standard Papa John's restaurant in the Development Area. However, as described below, we may operate other businesses in the Development Area or sell products under the Marks in the Development Area subject only to the limitations provided for in the Franchise Agreement and Development Agreement, and we may operate, or license others to operate, one or more Non-Traditional Restaurants at suitable venues within the Development Area unless your Development Area expressly includes such venue(s).

You must operate your restaurant at a specific location identified in the Franchise Agreement. You may not conduct business at any site other than the restaurant. You may not relocate the restaurant without our written consent, which we will not unreasonably withhold. We will not, during the term of the Franchise Agreement, locate or license another to locate a standard Papa John's restaurant within a specified radius of your restaurant, generally 1.5 miles (the "Territory"). In densely populated urban areas, such as the city of New York, the Territory may be reduced to a one-half mile radius, due to the density of households and/or the feasibility, logistics or economy of delivery operations. Before signing the Development Agreement or requiring any fee payment from you, we will review with you the radius that we intend to apply for your restaurant(s) and the approximate customer base that is anticipated to be included in the Territory for your restaurant(s). Regardless of the radius used to establish the Territory of your restaurant(s), the Territory of a restaurant opened pursuant to a Development Agreement cannot exceed the boundaries of the Development Area and neither termination nor expiration of the Development Agreement will alter this limitation. In addition, if you relocate the restaurant, the Territory will not change unless we agree in writing to a change, and the specified radius will not necessarily be applicable to the relocated site of the restaurant, even though we have approved the new location. We also reserve the right to operate, and license others to operate, Non-Traditional Restaurants at suitable venues within the Territory. A Non-Traditional Restaurant located within your Territory may not offer delivery service unless you and we consent. If you open a Venue Non-Traditional Restaurant, the Territory for that restaurant will extend only to the bounds of the site in which the Non-Traditional Restaurant is located. Neither Papa John's nor any of our franchisees are prohibited from soliciting or making sales within the Development Area or Territory. We have no duty to protect you from such sales, solicitations, or attempted sales. We are not obligated to compensate you for soliciting or accepting orders from within your Development Area or Territory. You may solicit or accept orders from customers outside of your Territory and, if approved, you may do so using other channels of distribution, such as the Internet and telemarketing.

You will not receive an exclusive Territory. You may face competition from other Papa John’s franchisees, from restaurants that we own, or from other channels of distribution or competitive brands that we control.

In operating the online ordering system, we will by necessity direct incoming orders to a specific Papa John’s restaurant. Under the Franchise Agreement, you must acknowledge and agree that we will define the trade area for your restaurant for the purpose of directing online orders to your restaurant. However, this online trade area definition does not grant you any exclusivity to any particular customers or geographic territory and we have no obligation to protect your online trade area or reserve it for your exclusive benefit. Your online trade area may be significantly different than the Territory and may change from time to time. In determining to which Papa John's restaurant an online

order will be routed, we will consider such matters as we reasonably deem material, including, without limitation: existing trade or delivery areas of Papa John's restaurants in geographic proximity to the address or customer placing the order; demographic characteristics of the location of such proximate Papa John's restaurants; traffic patterns and similar factors affecting delivery efficiency; the opening or closing of other Papa John's restaurants; and other commercial characteristics of geographically proximate Papa John's restaurants. Owing to these considerations, routing of online orders may change from time to time and such changes may remove particular addresses or groups of addresses, particular customers, groups of customers or geographic area(s) from routing to your restaurant and online orders from such addresses, groups of addresses, customers, groups of customers or geographic area(s) may be re-routed to other Papa John's restaurants that are now, or that may in the future be, located near or adjacent to your restaurant. Such other Papa John's restaurants may be owned by us, our affiliated companies or other franchisees. If you relocate the restaurant, the routing of online orders to your restaurant may be reduced, changed, altered or restricted, even though we have approved the new location for the restaurant.

Your Territory will not be altered even if there is a population increase. It will not be affected by your sales volume. Except as the Development Agreement grants you the right to develop a specific number of restaurants, you are not granted any other option, right of first refusal or similar right to acquire additional restaurants in your Development Area or Territory under either the Development Agreement or Franchise Agreement. We will review, consider, and approve proposed sites for Papa John's restaurants under a Development Agreement applying our then-current criteria for evaluating new sites for new restaurants.

Although we do not currently do so, under the Franchise Agreement and Development Agreement we reserve the right, either directly or through affiliated entities, to operate or franchise or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa John's Pizza restaurants and you agree that we and our affiliates may do so within the Territory; provided, that such restaurants or food establishments or businesses will not sell pizza on a delivery basis, or primarily on a carry-out basis. We also reserve the right to develop, market and conduct any other business under the Marks or any other trademark within and outside the Territory. We also reserve the right, directly or through third parties, to manufacture or sell, or both, within and outside the Territory, pizza and other products that are the same as or similar to those sold in Papa John's restaurants using brand names that are the same as, or similar to, the Marks through any channel of distribution; provided that such items are not sold through restaurants or on a ready-to-eat basis.

ITEM 13: TRADEMARKS

You are not granted any right to use the Marks under the Development Agreement. Those rights are granted under the Franchise Agreement.

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks in connection with the operation of your restaurant. Your right to use the Marks is limited to use during the term of the Franchise Agreement and in compliance with all specifications, procedures and standards that we prescribe. All registrations and applications were assigned to our parent, PJI, when it merged with PJ Indiana. PJI owns all right, title and interest in and to the following Marks, which are the primary trademarks, service marks, names, logos and symbols used by to identify the franchised business.

The following Marks are registered with the U.S. Patent and Trademark Office on the principal register:

Name or Mark	U.S. Registration Number	Registration Date
PAPA JOHN'S	1,383,735	02/18/1986
PAPA JOHN'S	1,940,948	12/12/1995
PIZZA PAPA JOHN'S & Design	2,033,420	01/28/1997
BETTER INGREDIENTS. BETTER PIZZA.	2,158,076	05/19/1998
PIZZA PAPA JOHN'S BETTER INGREDIENTS. BETTER PIZZA. & Design	2,168,845	06/30/1998
PAPA-SIZE IT	2,306,843	01/11/2000
PAPA PAK	2,604,151	08/06/2002
PAPA CARD	3,548,637	12/23/2008
TOPPINGS FOR TOUCHDOWNS	3,932,451	03/15/2011
PAPA REWARDS	4,191,874	08/14/2012
UP YOUR GAME	4,847,257	11/03/2015
PIZZA PAPA JOHN'S BETTER INGREDIENTS. BETTER PIZZA.	5,327,229	11/07/2017
PAPADIAS	6,135,996	08/25/2020
PAPA JOHNS	6,257,585	01/26/2021
PAPA JOHNS & Design	6,268,478	02/09/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	6,268,477	02/09/2021
PAPA REWARDS & Design	6,270,572	02/16/2021
PIZZA PAPA JOHNS & Design	6,335,801	04/27/2021
PAPA JOHNS & Design	6,457,195	08/17/2021
PAPA TRACK	6,460,368	08/24/2021
PAPA DOUGH	6,618,266	01/18/2022
PAPA JOHNS & Design	7,007,280	03/21/2023
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	7,007,284	03/21/2023

PJI has filed (and will file) all required affidavits and renewed each of the federal registrations listed above with the U.S. Patent and Trademark Office.

The following Marks are pending trademark applications at the U.S. Patent and Trademark Office:

Mark	U.S. Application Number	Application Date
PAPA JOHNS & Design	90/731,174	05/24/2021
PAPA JOHNS & Design	90/731,366	05/24/2021
PAPA JOHNS & Design	90/731,397	05/24/2021
PAPA JOHNS & Design	90/733,356	05/25/2021
PAPA JOHNS & Design	90/733,474	05/25/2021

PAPA JOHNS PIZZA & Design	90/735,406	05/26/2021
PAPA JOHNS PIZZA & Design	90/735,433	05/26/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	90/735,852	05/26/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	90/735,873	05/26/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	90/738,043	05/27/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	90/738,047	05/27/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	90/738,616	05/27/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	90/738,639	05/27/2021
PAPA JOHNS PIZZA & Design	90/739,710	05/27/2021
PAPA JOHNS PIZZA & Design	90/739,754	05/27/2021
PAPA JOHNS BETTER INGREDIENTS. BETTER PIZZA. & Design	97/118,454	11/10/2021

There are no currently effective material determinations of the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the Marks. PJ Indiana acquired all rights in the trademark "PAPA JOHN'S" under an Assignment Agreement dated April 4, 1991, between it and Papa John's, Inc., an unrelated Wisconsin corporation. Under the Assignment Agreement, PJ Indiana was assigned ownership of the federal registration of this trademark and all rights to use this mark in all states. PJ Indiana filed the Assignment Agreement with the Patent and Trademark Office. There are no agreements currently in effect that significantly limit our right to use or license the use of the Marks in any manner material to the franchise. As described in Item 11, we have licensed the Marketing Fund to use the Marks.

Your right to use the Marks granted under the Franchise Agreement is non-exclusive, and we retain the right, among others: (a) to use the Marks in connection with selling products and services; (b) to grant others licenses for the Marks, in addition to those licenses already granted to existing franchisees; and (c) to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises in those systems without providing any rights to you.

Any and all of your usage of the Marks and any goodwill that you establish is to our exclusive benefit and you retain no right in the Marks upon the termination or expiration of the Franchise Agreement. Unless we approve, you may not use the Marks as a part of any corporate or trade name, or as part of any e-mail address, domain name or other identification of your business in any electronic medium, nor may you use any trade name, trademark, service mark, emblem or logo other than the Marks, as we may designate. You must prominently display the Marks on such items with our approval and in the manner we designate, including, but not limited to, signs, plastic or paper products and other supplies and packaging materials. You must obtain such fictitious or assumed name registrations as we require or as required under applicable law. You must identify yourself as the owner of the restaurant by placing your name on the restaurant and on all checks, invoices, receipts, contracts and other documents that bear any of the Marks, and on all printed materials your name must be followed by the phrase "an independently owned and operated franchise" or such other phrase as we direct.

You must immediately notify us of any information that you acquire about any actual or threatened infringement of the Marks or the use by others of names, marks or logos that are the same as or similar to any of the marks. You must cooperate with us in any suit, claim or proceeding involving the Marks. We, in our sole discretion, will control all decisions concerning the Marks. We have no obligation under the Franchise Agreement to protect you against, participate in your defense or to reimburse you for, any damages for which you are held liable in any proceeding arising out of your use of the Marks.

We may require you to modify or discontinue use of any Mark, use additional or substitute Marks or to enter into one or more agreements with third parties that may limit or modify our rights and the rights of one or more Papa John's franchisees to use the Marks. We are not obligated to reimburse you for the costs of changing items such as signs, menus, uniforms and advertisements, or for any other loss or expense caused by or related to such addition, substitution, modification or discontinuance. You must comply with our directions within 30 days and use such substitute or additional Marks as we direct.

Except as described below, we do not actually know of either superior prior rights or infringing uses that could materially affect a franchisee's use of the principal trademarks in any state. We are aware of a "Papa John's" restaurant that has operated in Boca Raton, Florida (previously in Pompano Beach, Florida) allegedly since 1979, and a restaurant operating in East Lansing, Michigan, since approximately 1982. These entities may have rights to the use of the name in their market area. We are aware of 11 other restaurants that have operated under a similar mark in Pompano Beach and East Point, Florida; Swampscott, Massachusetts; Crosby, Minnesota; Delevan, Wisconsin; Wolfeboro, New Hampshire; Memphis, Tennessee; Lincoln, Nebraska; Mayville, New York; and Albuquerque, New Mexico. We are continually reviewing these matters to determine whether there is any basis for taking action to stop their use. While we are generally aware of other users of marks similar to or the same as the Marks, we have no specific knowledge of whether any other users are currently in operation or actually using any of the Marks or marks that are confusingly similar.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. As described below, we claim copyright protection in our Manuals, the Proprietary Programs, advertising, website, source code, videos and related materials although not all of these materials have been registered with the United States Registrar of Copyrights.

We may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), including the Manuals and the Proprietary Programs. The Copyrighted Works are our valuable property, and your rights to use the Copyrighted Works are granted to you solely on the condition that you comply with the terms of the Franchise Agreement. You must acknowledge and agree that we will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the restaurant, all of which will be deemed to be Copyrighted Works under the Franchise Agreement. Such Copyrighted Works include, but are not limited to, the materials and information provided to you by us for use in the operation of the Proprietary Programs. You may not undertake to patent, copyright or otherwise assert proprietary rights to the Proprietary Programs or any data generated by the use of the Proprietary programs. Copyrighting of any material by us shall not be construed as causing the material to be public information. You will cause all copies of the Proprietary Programs and any data generated by the use of the Proprietary Programs in your possession to contain an appropriate copyright notice or other notice of proprietary rights that we specify.

You agree that we are the owner of the Copyrighted Works and any data generated by use of the Copyrighted Works. You agree that all works of authorship related to the System that are created in the future will be owned by, or licensed to, us or our Affiliates. Your use of the Copyrighted Works does not vest you with any interest in them other than the non-exclusive license to use the Copyrighted Works granted in the Franchise Agreement. You agree to execute any documents that we or our counsel deem necessary for protection of the Copyrighted Works or to maintain their validity or enforceability, or to aid us in acquiring rights in or in registering any of the Copyrighted Works. You are required to give notice to us of any knowledge that you acquire concerning any actual or threatened infringement of the Copyrighted Works. You are required to cooperate with us in any suit, claim or proceeding involving the Copyrighted Works or their use to protect our rights and interests in the Copyrighted Works. We, in our sole discretion, will control all decisions concerning the Copyrighted Works.

You must modify or discontinue use of a Copyrighted Work if ordered by a court of competent jurisdiction, or if we in our sole discretion should deem it necessary or advisable. You must comply with our directions regarding any such Copyrighted Work within 30 days after receipt of notice from us. You must also use such additional or substitute Copyrighted Works as we direct. We are not obligated to compensate you for any costs or expenses incurred by you to modify or discontinue using any Copyrighted Work or to adopt additional or substitute Copyrighted Works.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the Copyrighted Works. There are no agreements in effect that significantly limit our right to use or license the Copyrighted Works. Finally, there are no infringing uses actually known to us that could materially affect your use of the Copyrighted Works in any state. Except as described below with respect to the Proprietary Programs, we are not required by any agreement to protect or defend the Copyrighted Works.

As further described in Item 11, the Designated Software and all additions, modifications and enhancements to it are deemed to be "confidential information" and are subject to the provisions of the Franchise Agreement regarding confidential information described below.

We will grant to you, and cause our vendors to grant you, a nonexclusive, nontransferable, nonassignable license to use the Designated Software, subject to the same terms and conditions as the Designated Software is licensed to our other franchisees in general. You agree to be bound by the terms of each Packaged Software Agreement. The Designated Software and any data generated by the use of the Designated Software are the valuable, proprietary property and trade secret of us and/or our vendors, and you agree to use the utmost care to safeguard the Designated Software and any data generated by the use of the Designated Software and to maintain the copyright protection and the secrecy and confidentiality of it.

Upon expiration or termination of the Franchise Agreement, you must allow our employees or agents to remove the Designated Software from the Information System, and you must immediately return to us the Designated Software, each component of it, any data generated by the use of it, all documentation for the Designated Software and other materials or information that relate to or reveal the Designated Software and its operation. You must immediately destroy any and all back-up or other copies of the Designated Software or parts thereof, and any data generated by the use of the Designated Software (other than financial information relating solely to you).

We represent and warrant to you that if we sell or license the Proprietary Programs to you: (A) we will have all rights, licenses and authorizations necessary to license the Proprietary Programs to you, subject only to nonexclusive licenses granted to others; and (B) the Proprietary Programs will not, and as a result of any enhancements, improvements or modifications provided by us will not, to the best of our knowledge, infringe upon any United States patent, copyright or other proprietary right of any third

party. If your use of the Proprietary Programs as provided by us is enjoined as a result of a claim by a third party of patent or copyright infringement or violation of other proprietary rights, we will, in our sole discretion, either: (1) procure for you the right to continue use of the Proprietary Programs as contemplated hereunder; or (2) replace the Proprietary Programs or modify it such that there is no infringement of the third party's rights; and such action by us will be your sole and exclusive remedy against us in such event. We do not represent or warrant to you, and will expressly disclaim any warranty that the Proprietary Programs are error-free or that the operation and use of the Proprietary Programs by you will be uninterrupted or error-free. We will have no obligation or liability for any expense or loss incurred by you arising from use of the Proprietary Programs in conjunction with any other computer program.

We will disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the restaurant and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software and programs or methods of operation of the restaurant or the System. You may disclose to your employees only such confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect. Any and all information, knowledge, or know-how that we designate as secret or confidential, including without limitation, drawings, materials, equipment, marketing, recipes, and other data, will be deemed secret and confidential for purposes of the Franchise Agreement. These restrictions do not apply to information that: is in the public domain or becomes part of the public domain (other than through your breach of the Franchise Agreement or Owner Agreement); before disclosure was already in your possession; is received by you from a third party (other than our affiliate) without breaching any duty, obligation or restriction; or is independently developed by you without reference to information disclosed to you by us or any of our affiliated companies. In addition, disclosure of information in compliance with lawful legal process (for example, your complying with a validly issued subpoena) will not constitute a breach of your confidentiality obligations as long as you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies to protect our confidential information.

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

You (or your managing shareholder or partner) are not obligated to participate personally in the direct operation of your restaurant, except as described below. You must designate an individual to serve as your "Principal Operator" under both the Development Agreement and Franchise Agreement. If you are an individual, you are the "Principal Operator." If you are a corporation, limited liability company or partnership, the Principal Operator must meet the following qualifications:

- The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the restaurant, payable after the end of each Period, and also has the right to acquire not less than a 5% equity interest in you within 12 months of his or her hire date, pursuant to a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator.

- The Principal Operator must devote full time and best efforts to the supervision and conduct of the development and operation of the restaurant and, under the Franchise Agreement and Development Agreement, must agree to be bound by the confidentiality and non- competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all the provisions of the Owner Agreement, a copy of which is attached as Exhibit K.

- The Principal Operator must be a person approved by us who completes our initial training requirements and who participates in and successfully completes all additional training as we may reasonably designate.

- The Principal Operator must be proficient in English.

If, at any time for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above and notify us.

Under the Franchise Agreement, the Principal Operator (who has successfully completed our initial training program) must personally devote his/her full time and best efforts to management and operation of the restaurant in order to ensure compliance with the Franchise Agreement and to maintain our high standards. Management responsibility includes presence of the Principal Operator or a manager at the restaurant during all business hours; maintaining the highest standards of product quality and consistency; maintaining the restaurant in the highest condition of sanitation, cleanliness and appearance; and supervising employees to ensure that the highest standard of service is provided and to ensure that your employees deal with customers, suppliers, us, and all other persons in a courteous and polite manner. If you operate multiple restaurants in a substantially contiguous development area, you are required to appoint a Principal Operator for all of your operations. You are not required to appoint a Principal Operator for each individual restaurant.

If you are a corporation, limited liability company or partnership, each shareholder, member or partner must personally guarantee your obligations under the Franchise Agreement and/or Development Agreement and also agree to be personally bound by, and personally liable for the breach of, every provision of the Franchise Agreement and/or Development Agreement, pursuant to the Owner Agreement.

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only those products and services that we approve or specify and you must make all menu items specified by us available for sale by carry-out and delivery service from the restaurant, except that no delivery service may be provided from a Venue Non-Traditional Restaurant without our written consent. You may not offer for sale any products or provide any services that we have not approved (See Items 8 and 9). We have the right to change the types of authorized products and there are no limits on our right to do so. We may require you to accept specified forms of payment from customers. Non- Traditional Restaurants typically are not required (or permitted) to offer the full range of menu items offered by a typical traditional Papa John's restaurant. The menu offerings of Non- Traditional Restaurants will be determined by our operations team. We reserve the right to disapprove any menu item.

Except as described above, we place no restrictions on your ability to serve customers provided you do so from the location of the restaurant in accordance with our standards (See Item 12).

ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.(a)	10 years, 5 years for Small-Town Non-Traditional Restaurant.
b. Renewal or extension of the term	Section 2.(b)	10 year renewal if you meet certain requirements, 5 years for Small-Town Non-Traditional Restaurant.*
c. Requirements for franchisee to renew	Section 2.(b)	Written notice, remodel, full compliance with all agreements associated with the Restaurant, sign then current form of Franchise Agreement, secure approved location, pay renewal fee, sign release, Principal Operator completes training and we are continuing to offer franchises in your state. Renewal may require you to sign a contract with materially different terms that your original contract.*
d. Termination by franchisee	None	You have no right to terminate (subject to state law).
e. Termination by franchisor without cause	None	We have no right to terminate without cause.**
f. Termination by franchisor with cause	Section 19	We can terminate only if you commit any one of several listed violations.**
g. "Cause" defined-curable defaults	Section 19.(c)	30-day cure period for curable defaults***
h. "Cause" defined-noncurable defaults	Section 19.(a)and(b)	Assignment for creditors, bankruptcy filing or adjudication or similar proceeding, final judgment unsatisfied, your dissolution, your interest subject to an attachment or similar action, execution levied on your property, you default under a security agreement and we elect to assume the indebtedness, cease operation or lose right to possession, unpermitted transfers, criminal conviction or other actions adversely affecting Marks, failure to transfer as required, disclose confidential information, repeated defaults, violate non-competition provisions, maintain false books, records or reports, failure to maintain required insurance coverages,

Provision	Section in Franchise Agreement	Summary
		impair value of the Marks or System or imminent danger to public health or safety. (Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcyfiling.)
i. Franchisee's obligations on termination/ nonrenewal	Section 20	Cease operating franchised business, cease use of confidential information and Marks, return property, cancel assumed or similar name registrations, assign lease or de-identify, pay outstanding amounts and damages, deliver manuals, assign phone numbers, comply with covenants.(see also r). In certain circumstances following the termination of the Franchise Agreement, you must pay to us in lump sum as liquidated damages, an amount equal to the average royalty for the twelve (12) month period preceding termination or breach multiplied by twenty-four (24)
j. Assignment of contract by franchisor	Section 14. (b)	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	Section 14. (a)	Includes transfer of any interest in the agreement, assets or you, including Principal Operator's interest.
l. Franchisor approval of transfer by franchisee	Section 14. (c)	We have the right to approve all transfers except certain transfers to or among your shareholders, members or partners.
m. Conditions for franchisor approval of transfer	Section 14. (c)	Full compliance, transferee qualifies and provides required documents, all amounts due are paid in full, completion of training, $4,000 transfer fee paid, then-current Franchise Agreement and other agreements signed, franchisee executes or delivers other required documents including release. A copy of our standard form of Authorization to Transfer is attached hereto as Exhibit L.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14. (c)(i)	We have right to match offer.
o. Franchisor's option to purchase franchisee's business	Sections 14. (c)(i) and 20.(b)	We have the right to purchase the assets of the restaurant for fair market value on termination or non-renewal.
p. Death or disability of franchisee	Section 15	Franchise must be assigned to approved buyer within 9 months. Heirs or estate may qualify as an approved buyer or transferee provided our standard franchisee qualifications are met

Provision	Section in Franchise Agreement	Summary
		and an approved Principal Operator is appointed.
q. Non-competition covenants during the term of the franchise	Section 16. (a), (c) and(e)	No involvement in any competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 20. (a)(x)	No interest in competing business for 2 years within 10 miles of the restaurant or any other Papa John's pizza restaurant.
s. Modification of the agreement	Section 25. (f)	No modifications generally but Operations Manual subject to change.
t. Integration/merger clause	Section 25. (d)	Only terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law).
u. Dispute resolution by arbitration or mediation	Section 23. (a)	Arbitration of most disputes in Louisville, Kentucky (subject to state law).
v. Choice of forum	Section 23. (c)	Litigation in Jefferson County, Kentucky (subject to state law).
w. Choice of law	Section 23. (b)	Kentucky law applies (unless prohibited by laws of state where restaurant is located).

* We may condition renewal upon your execution of our then-current form of Franchise Agreement. The Franchise Agreement that you sign upon renewal of your franchise may contain terms that are materially different from your original Franchise Agreement. The initial term for Small Town Non-Traditional Restaurants is five years. The Franchise Agreement for a Small-Town Non-Traditional Restaurant may be renewed for an additional five-year term. Further renewal would be subject to signing a new agreement.

** After a Small-Town Restaurant has been open for ten (10) years, we may at any time evaluate the size of the trade area served by the Restaurant. If the trade area contains more than 6,000 households, we have the right to reclassify the store as a traditional Restaurant and require you to execute and deliver a standard Papa John's Franchise Agreement for further renewals of the franchise for the Restaurant. Under the standard Franchise Agreement, you would be required to pay the standard royalty rate and to make your own full contributions to the Marketing Fund Cooperative (if any). You would also be required to offer the full range of menu items required for a traditional Papa John's restaurant, including but not limited to, all sizes and types of pizza crusts, all side items and dessert items and you will be required to offer delivery service.

*** In case of a default that affects public health or safety, health or safety of restaurant employees or imminent threat of substantial harm to the public image of the Papa John's system, we may reduce the cure period to 72 hours and require you to close the restaurant until the default is remedied.

This table lists certain important provisions of the Development Agreement. You should read these provisions in the Development Agreement attached to this Disclosure Document.

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	Section 4	As specified.
b. Renewal or extension of the term	None	You have no renewal or extension rights under the Development Agreement.
c. Requirements for franchisee to renew or extend	None	You have no renewal or extension rights under the Development Agreement.
d. Termination by franchisee	None	The Development Agreement gives you no right to terminate (subject to state law).
e. Termination by franchisor without cause	None	The Development Agreement grants us no right to terminate you without cause.
f. Termination by franchisor with cause	Section 9.(a) and (b)	We can terminate only if you commit any one of several listed violations. (See g. below).
g. "Cause" defined-curable defaults	Section 9.(c)	15 day cure period for curable defaults.
h. "Cause" defined-noncurable defaults	Section 9.(a) and 9.(b)	Assignment for benefit of creditors, bankruptcy filing or adjudication or similar proceeding, final judgment unsatisfied, your dissolution, your interest subject to attachment or similar action, execution levied on your property, failure to comply with development schedule, franchise agreement termination, unpermitted transfers, failure to comply with covenants. (Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.)
i. Franchisee's obligations on termination/non-renewal	Section 9.(d)	No further right to develop restaurants.
j. Assignment of contract by franchisor	Section 10.(a)	No restriction on our right to assign.
k. "Transfer" by franchisee - defined	Section 10.(b)	Governed by same terms as Franchise Agreement (See Section k. above).
l. Franchisor's approval of transfer by franchisee	Section 10.(b)	Not transferable without our consent.
m. Conditions for franchisor's approval of transfer	Section 10.(b)	You must have our consent to transfer.

Provision	Section in Development Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	None	Not applicable to Development Agreement.
o. Franchisor's option to purchase franchisee's business	None	We have no purchase option. Not applicable to Development Agreement.
p. Death or disability of franchisee	None	Not applicable to Development Agreement.
q. Non-competition covenants during the term	Section 7.(a)	No involvement in any competing business anywhere.
r. Non-competition covenants after the franchise is terminated or expires	Section 9.(e)	No interest in competing business for 2 years within the Development Area or 10 miles of any other Papa John's restaurant.
s. Modification of the agreement	Section 16.(e)	No modifications generally.
t. Integration/merger clause	Section 16.(c)	Only terms of the Development Agreement and other related written agreements are binding (subject to applicable state law).
u. Dispute resolution by arbitration or mediation	Section 14	Arbitration of most disputes in Louisville, Kentucky (subject to state law).
v. Choice of forum	Section 14.(c)	Litigation in Jefferson County, Kentucky (subject to state law).
w. Choice of law	Section 14.(b)	Kentucky law applies (unless prohibited by laws of state of Development Area).

ITEM 18: PUBLIC FIGURES

In 2022, we and the Marketing Fund renewed our Endorsement Agreement (the "Endorsement Agreement") with ABG-Shaq, LLC, an entity affiliated with Shaquille O'Neal, for the personal services of Mr. O'Neal. Mr. O'Neal is a well-known former professional basketball player who has appeared in movies, television shows and commercials. Pursuant to the Endorsement Agreement, we received the right and license to use Mr. O'Neal's name, nickname, initials, autograph, voice, video or film portrayals, photograph, likeness and certain other intellectual property rights in connection with the advertising, promotion and sale of Papa John's-branded products. Mr. O'Neal may also provide brand ambassador services, including the endorsement or promotion of Papa John's franchises to prospective franchisees. Although the Endorsement Agreement was entered into in 2019, Mr. O'Neal did not immediately begin promoting Papa John's franchises to prospective franchisees. We began using his services in that capacity in 2020.

As consideration for the rights and services granted under the Endorsement Agreement, Mr. O'Neal will receive cash payments of $5.625 million over the three years of the Endorsement

Agreement. We will also pay expenses related to the marketing and personal services provided by Mr. O'Neal. In addition, we agreed to grant 55,898 restricted stock units to Mr. O'Neal.

Mr. O'Neal was appointed to our Board of Directors in March of 2019. In May 2019, we entered into a joint venture with Mr. O'Neal for the operation of nine Atlanta-area Papa John's pizza restaurants that were previously Company-owned restaurants. We own approximately 70% of the joint venture and Mr. O'Neal owns approximately 30% of the joint venture. Mr. O'Neal contributed approximately $840,000 representing his pro rata capital contribution.

Except as described above, we do not use any public figure to promote our franchise.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

Presented below are average restaurant-level sales of our domestic franchised and company-owned Papa John's restaurants for our fiscal year ended December 25, 2022, along with average restaurant-level expenses for company-owned Papa John's restaurants only. The following sales and operational expense data and EBITDA is drawn from our financial books and records, which are kept on a basis consistent with Generally Accepted Accounting Principles ("GAAP") in the United States. All information is based on actual historical costs and results. A number of factors may affect the comparability of the expense (or EBITDA) data, which is drawn solely from company-operated restaurants, to franchised restaurants and the data's effectiveness as a guide or template for potential operating results of a franchised restaurant. The most significant of these factors are discussed in the notes following the data. You should carefully consider these factors when reviewing, analyzing considering the data presented below.

The following tables and notes refers only to standard (or "traditional") Papa John's restaurants in the US. Performance data for Non-Traditional Restaurants varies widely, depending upon the nature of the non- traditional location, number of events or sales dates and other widely varying factors. Thus, this Item 19 is applicable to traditional Papa John's restaurants only. We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Papa John's Non-Traditional Restaurant.

Reference in this Item 19 to "sales" means "Net Sales" (which is defined in Item 6 of this disclosure document.)

Table 1: Corporate Store Restaurant Sales and Franchise Store Restaurant Sales:

Table 1: **Corporate Store and Franchise U.S. Restaurant Sales** **For our fiscal year 2022**		
	Corporate	**Franchise**

Average Unit Sales	$1,324,372	$1,133,480
Median Unit Sales	$1,313,059	$1,105,208
Range of Unit Sales	$538,748 - $3,060,558	$232,647 - $3,014,210
Combined AUV (Note 4)	$1,169,228	

Notes to Table 1:

1. The foregoing data is drawn only from standard (or "traditional") restaurants that were open the entire year of 2022. Therefore, the total number of restaurants included in the foregoing data is 2,751, comprising 2,255 franchised restaurants and 496 Company-owned restaurants.

2. 237 U.S. company-owned restaurants, 47.8 % of the total included in the data, achieved sales of $1,324,372 or greater in 2022.

3. 1,070 U.S. franchised restaurants, 47.5% of the total included in the data, achieved sales of $1,133,480 or greater in 2022.

4. Combined Average Unit Volume ("AUV") represents the combined average restaurants sales for corporate and franchise restaurants.

Table 2: Corporate Store Operational Expense Data and Corporate Restaurant EBITDA

Table 2: **Average Traditional Corporate Store** **Operational Expense Data and Corporate Restaurant EBITDA** **For our fiscal year 2022**		
		Percent of Sales
Food Costs	$409,029	30.9%
Labor Costs and Taxes	$318,688	24.1%
Manager's Labor and Taxes	$64,864	4.9%
Mileage	$28,174	2.1%
Advertising	$103,237	7.8%
Controllables (Note 2)	$82,306	6.2%
Rent and Common Area Maintenance	$39,501	3.0%
Other Non Controllables (Note 3)	$121,231	9.2%
Training Costs	$1,922	0.1%
Store Bonuses	$10,304	0.8%
Royalty Fee (5%) (Note 5)	$66,219	5.0%
Restaurant EBITDA (without royalty) (Note 6)		11.0%

Median Restaurant EBITDA (without royalty)		10.7%
Range of Restaurant EBITDA (without royalty) (Note 6)		(22.9%) – 22.9%
Restaurant EBITDA (with 5% Royalty fee) (Note 7)		6.0%
Restaurant EBITDA (without store bonus and with 5% Royalty fee) (Note 8)		6.7%

Notes to Table 2:

1. Company Owned Restaurant operational expense data is based on the average traditional corporate restaurant average sales of $1,324,327.

2. The foregoing data is drawn only from 496 corporate traditional restaurants that were open the entire year of 2022.

3. 238 Company-owned restaurants, 48.0% of the total included in the data, achieved greater than 11.0% EBITDA in 2022.

4. Controllables include cash over and short, smallwares, repairs and maintenance, commissions, telephone and internet expenses, utilities, cleaning supplies, computer supplies, office supplies, laundry service, uniforms, equipment rental, postage, donations, dues and subscriptions, meals and entertainment, travel and lodging, employee incentives, professional fees, and special events.

5. Other Non-Controllables include property taxes, management health insurance, general insurance, credit card charges, bank charges, business licenses, and worker's compensation insurance.

6. Restaurant EBITA (without royalty) as defined in Note 8 excludes multi-unit manager/supervisor allocation and royalties.

7. Company-owned restaurants do not pay a Royalty fee. The Royalty payment in the chart is calculated at 5% of net sales. For a Small-Town Non-Traditional Restaurant, the royalty would be 6% of net sales. Advertising expenses are included in Table 2 above and are in place of (and exceed) a franchisee's required marketing fund contribution under a franchise agreement.

8. As used in Table 2, "Restaurant EBITDA (without 5% Royalty fee) means earnings before interest, taxes, depreciation, and amortization, without an imputed royalty of 5%. This figure does not impute the standard 5% Royalty that an individual franchisee can expect to pay to Papa John's. An individual franchisee is likely to experience operating cost variations including general insurance (non-owned automobile, general liability, and health insurance, etc.), legal and accounting fees, labor costs (such as wages and bonuses), and employee benefits. Additionally, market conditions, operational and management methods employed by a franchisee, different geographic areas of the country, and menu price variations may significantly affect operating results. Moreover, organization overhead costs such as salaries and benefits of non-restaurant personnel (if any), and other discretionary expenditures may significantly affect results. The nature of these variables makes it difficult to estimate the financial results for any particular franchisee or location.

9. As used in Table 2, "Restaurant EBITDA (with 5% Royalty fee) means earnings before interest, taxes, depreciation, and amortization, with an imputed royalty of 5%. An individual franchisee can anticipate owing a 5% royalty to Papa John's. An individual franchisee is likely to experience operating cost variations including general insurance (non-owned automobile, general liability, and health insurance, etc.), legal and accounting fees, labor costs (such as wages and bonuses), and

employee benefits Additionally, market conditions, operational and management methods employed by a franchisee, different geographic areas of the country, and menu price variations may significantly affect operating results. Moreover, organization overhead costs such as salaries and benefits of non-restaurant personnel (if any), and other discretionary expenditures may significantly affect results. The nature of these variables makes it difficult to estimate the financial results for any particular franchisee or location.

10. As used in Table 2, "Restaurant EBITDA (without store bonuses and with 5% Royalty fee) means earnings before interest, taxes, depreciation, and amortization, with an imputed royalty of 5% but does not include store bonuses. In 2022, Papa John's bonus plan paid out store bonuses which comprised 0.8% of its average annual sales in store bonuses. Individual franchisees determine their own bonus plans and do not utilize the same program that Papa John's does for its corporate store managers since franchisees set their own compensation programs. This figure also includes an imputed royalty of 5% because corporate stores do not pay the standard 5% royalty for traditional corporate stores. Additionally, an individual franchisee is likely to experience operating cost variations including general insurance (non-owned automobile, general liability, and health insurance, etc.), legal and accounting fees, labor costs (such as wages and bonuses), and employee benefits. Additionally, market conditions, operational and management methods employed by a franchisee, different geographic areas of the country, and menu price variations may significantly affect operating results. Moreover, organization overhead costs such as salaries and benefits of non-restaurant personnel (if any), and other discretionary expenditures may significantly affect results. The nature of these variables makes it difficult to estimate the financial results for any particular franchisee or location.

Additional Notes and Comments to Item 19 Tables

Historical Performance Data

The foregoing information is drawn from actual historical data from our domestic restaurants. Historical information may not be a reliable predictor of future results or experience. Future performance may be affected by many factors at variance from the conditions that yielded past results and experience, including without limitation: volatility of commodity costs (such as cheese); inflation or rising costs in general, especially for labor and energy; general economic upturn or downturn; changing consumer tastes, preferences or sensibilities; and effectiveness of advertising or promotional campaigns.

Expense Data: Company-Owned Restaurants Only

Because we do not maintain or audit the accounting records of our franchisees, we would be unable to make any representation with respect to the reliability of the expense data of franchised restaurants. We are unable to determine, for example, whether franchisees' accounting and financial records are kept in a manner that would permit reporting of cost data in accordance with GAAP or whether the franchisees' bookkeeping and accounting systems, practices and controls are sufficiently robust to ensure that the data is reliable. As a result, we present only Company-owned restaurant data with respect to expense items. We have also excluded restaurants that were acquired from franchisees or divested to franchisees during the year from the Company-owned restaurants because we cannot verify or make any representations as to their expense data for the part of the year during which the restaurants were franchised rather than Company-owned. See "Full Year Only" note below for the number of Company-owned restaurants included in Table 2.

Full Year Only

At the close of our fiscal year, there were 3,180 total domestic (United States) Papa John's restaurants, 522 of which were company-owned, including restaurants owned by franchisees in which we

have a majority interest (a total of 9 restaurants). However, the foregoing data is drawn only from standard (or "traditional") restaurants that were open the entire year of 2022 because including results from Non-Traditional Restaurants and restaurants that were open only part of the year would skew the annual sales and operational expense data. Therefore, the total number of restaurants included in the foregoing data is 2,751, comprising 2,255 franchised restaurants and 496 Company-owned restaurants.

Averages

The sales and operational expense data presented is based on averages for our domestic traditional restaurants. Many restaurants have lower sales performance than the average for all restaurants. With a data base consisting of more than 3,000 restaurants, the lowest performing restaurants may have performance data that vary significantly from the average. Some restaurants have sold or earned as much as shown in the foregoing data. Your individual results may differ. We make no assurance that you will sell or earn as much. The EBITDA data for our Company-owned restaurants represents averages across a population of more than 490 restaurants. Many Company-owned restaurants have costs that are higher than the system-wide average. Performance of a particular restaurant, in terms of both sales and operational expenses, may be affected by many factors, including without limitation: location (whether the restaurant is in a free- standing building, in-line in a strip center or an end-cap in a strip center; whether the restaurant is in a high-visibility, high-traffic location); population density in the restaurant's trade area; business acumen and managerial skills of restaurant management personnel; prevailing wage rates and quality of the available labor pool; availability and cost of commercial rental property; the presence and aggressiveness of the competition; and utility costs.

Core Business Sales

The sales figures for both franchised and Company-owned restaurants include only sales of food and beverages arising in the ordinary course of retail operations. Non-recurring items, such as proceeds from the sale of used furniture or equipment, are not included.

Non-Cash Items

Over time, worn-out or obsolete restaurant equipment will have to be replaced and leasehold improvements, signage, computer systems and restaurant furnishings may have to be refurbished, remodeled, upgraded or replaced. The foregoing information in Table 2 does not include any reserves for funding any of these types of improvements or upgrades.

Royalty

Company-owned restaurants do not pay a royalty. The expenses incurred by a franchised restaurant will include our standard royalty of 5% (or, for a Small-Town Non-Traditional Restaurant, 6%) of Net Sales.

Economies of Scale

Because we operate more than 520 company-owned restaurants, we are able to achieve certain economies of scale and operational efficiencies that may not be available to a franchisee operating one restaurant or a limited number of restaurants, as is the case for the typical franchisee. For example, we have a multi-tiered management hierarchy. At the higher levels of management, we are able to rely on the expertise of management executives with a wealth of experience in the restaurant and food service industries. You may not be able to achieve the same level of management expertise. You will be relying principally on your own business acumen and managerial skills and perhaps that of your Principal Operator. However, the income from our company-owned restaurants ultimately must bear the costs of

our management team and other corporate office overhead. These costs are not reflected in Table 2, which reflect operational expenses at the restaurant level, excluding the burden of corporate overhead.

Because of the size of our Company-owned operations, we are able to support a marketing department, with personnel dedicated to marketing functions, as well as dedicated cash management, payroll and other administrative functions. You and your Principal Operator will perform most of these functions, although some administrative functions may be out- sourced. Unless you are developing a significant number of restaurants, you may not be able to have experienced personnel dedicated to specific functions, such as marketing.

We are a publicly traded company and have raised significant capital through our stock offerings. We typically do not require bank financing for construction or equipping of our restaurants or for capital improvements or for updating or replacement of worn-out or obsolete equipment in our restaurants. However, to the extent that we do require financing, we are able to draw on a significant line of credit from our primary bank. It is unlikely that these types of financing efficiencies will be available to you.

We are also able to obtain economies of scale in other areas, such as insurance, that may not be available to franchisees. Because of the size of our operations, insurance risks are spread over a greater number of restaurants, which enables us to bargain for lower group-rate insurance costs. We are also able to use the size of our operations to achieve volume discounts and other cost savings based on our purchasing power. These cost savings, in areas including telephone services and advertising, may not be available to franchisees operating on a smaller scale.

Restaurant and Market Maturity

Sales of a particular restaurant may be affected by how long the restaurant has been in operation and how successfully the surrounding market has been penetrated. Typically, sales "ramp up" as the restaurant and market develop. New restaurants (open for less than one year) typically do not operate as efficiently or as profitably as more mature restaurants. In particular, sales at restaurants open less than one year are typically lower than more mature restaurants, as it takes some time to establish consumer recognition and build a customer base in a new trade area. Greater penetration (the greater the number and concentration of restaurants) in a market also may affect performance. Clusters of restaurants may be able to pool resources to purchase advertising on local television or radio, which would be prohibitively expensive for a single restaurant, or even a small cluster of restaurants in a large media market. The foregoing Company-owned restaurant data represents averages for all of our domestic restaurants, some of which are long-established in their location and some of which are relatively new. Most of our Company-owned restaurants are in highly developed and highly penetrated markets.

Market Location

Our company-owned restaurants are typically clustered in and around major metropolitan areas, such as Atlanta, St. Louis and Nashville. Many franchised restaurants are operated in less densely populated areas, with more limited access to advertising media.

Traditional Restaurants Only

The foregoing data refers only to standard (or "traditional") Papa John's restaurants. Performance data for Non-Traditional Restaurants varies widely, depending upon the nature of the non-traditional location, number of events or sales dates and other widely varying factors. Thus, this Item 19 is applicable to traditional Papa John's restaurants only. We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a Papa John's Non-Traditional Restaurant.

Other Data

Except as described below, we do not furnish or authorize the furnishing to prospective franchisees of any oral or written information other than the data provided above. We may provide to you the actual performance data of a particular restaurant that you are considering purchasing. Also, we may, but we have no obligation to, provide to you supplemental data consisting of a segmentation or subset of the above data. For example, we may provide data for a particular region or individual state. If we do so, that supplemental data will be in writing and will be limited to the types of information set forth in the above data. We do not furnish and do not authorize anyone to furnish supplemental data that is outside the scope of the data provided above.

Your Own Due Diligence

You should construct your own *pro forma* statement and make your own projections concerning potential sales, operating costs, total capital investment requirements, operating cash requirements, debt, cash flow, and other financial aspects of operating a Papa John's restaurant. You should not rely solely on the information provided by us. You should conduct your own investigation of sales and operational expense potential for your proposed Papa John's restaurant, including consultation with your own attorney, accountant or other adviser and other Papa John's franchisees. **SOME RESTAURANTS HAVE EARNED THIS AMOUNT. YOUR INDIVIDUAL RESULTS MAY DIFFER. THERE IS NO ASSURANCE YOU WILL EARN AS MUCH.**

None of the explanations and other information that we provide in this Item 19 are meant to (and none may be interpreted to) disclaim the data that we have provided in this Item 19.

Substantiation of Data

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

Other than the preceding financial performance representation, Papa John’s does not make any financial performance representations. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records for that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Jasmine Britt (Jasmine_Britt@papajohns.com), the Federal Trade Commission, and the appropriate state regulatory agencies.

[Item 20 follows]

ITEM 20: OUTLETS AND FRANCHISE INFORMATION

Table No. 1
Systemwide* Outlet Summary for Years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	2544	2546	2
	2021	2546	2564	18
	2022	2564	2658	94
Company-Owned**	2020	598	588	-10
	2021	588	600	12
	2022	600	522	-78
Total Outlets	2020	3142	3134	-8
	2021	3134	3164	30
	2022	3164	3180	16

* United States only. Alaska and Hawaii are included in these tables in order to present complete United States data. However, this disclosure document is not applicable to those states because Papa John's restaurants in those states operate on a materially different program.

**Includes franchisees in which we own a majority interest, a total of 99 outlets.

Table No. 2
Transfer of Outlets from Franchisees to New Owners
(other than the Franchisor) for Years 2020 to 2022

State	Year	Number of Transfers
Alabama	2020	0
	2021	0
	2022	0
Alaska	2020	0
	2021	0
	2022	0
Arizona	2020	0
	2021	11
	2022	45
Arkansas	2020	1
	2021	3
	2022	3
California	2020	16
	2021	23
	2022	31
Colorado	2020	16
	2021	26
	2022	10

Connecticut	2020	1
	2021	0
	2022	1
Delaware	2020	9
	2021	0
	2022	0
District of Columbia	2020	0
	2021	3
	2022	0
Florida	2020	9
	2021	5
	2022	10
Georgia	2020	1
	2021	38
	2022	2
Hawaii	2020	14
	2021	0
	2022	0
Idaho	2020	3
	2021	1
	2022	6
Illinois	2020	6
	2021	7
	2022	10
Indiana	2020	0
	2021	0
	2022	13
Iowa	2020	0
	2021	0
	2022	0
Kansas	2020	0
	2021	0
	2022	8
Kentucky	2020	0
	2021	10
	2022	0
Louisiana	2020	0
	2021	0
	2022	14
Maine	2020	0
	2021	0
	2022	0
Maryland	2020	10
	2021	1
	2022	0
Massachusetts	2020	0
	2021	1
	2022	0

Michigan	2020	0
	2021	14
	2022	1
Minnesota	2020	2
	2021	3
	2022	1
Mississippi	2020	0
	2021	0
	2022	2
Missouri	2020	0
	2021	0
	2022	5
Montana	2020	9
	2021	0
	2022	0
Nebraska	2020	0
	2021	7
	2022	4
Nevada	2020	0
	2021	2
	2022	0
New Hampshire	2020	0
	2021	0
	2022	0
New Jersey	2020	15
	2021	11
	2022	10
New Mexico	2020	0
	2021	3
	2022	0
New York	2020	8
	2021	10
	2022	7
North Carolina	2020	1
	2021	1
	2022	1
North Dakota	2020	0
	2021	0
	2022	3
Ohio	2020	3
	2021	4
	2022	26
Oklahoma	2020	0
	2021	0
	2022	0
Oregon	2020	2
	2021	0
	2022	0

Pennsylvania	2020	25
	2021	3
	2022	24
Rhode Island	2020	0
	2021	0
	2022	0
South Carolina	2020	1
	2021	3
	2022	1
South Dakota	2020	0
	2021	1
	2022	2
Tennessee	2020	0
	2021	2
	2022	1
Texas	2020	8
	2021	37
	2022	3
Utah	2020	0
	2021	0
	2022	0
Vermont	2020	0
	2021	0
	2022	0
Virginia	2020	1
	2021	0
	2022	1
Washington	2020	0
	2021	14
	2022	1
West Virginia	2020	0
	2021	14
	2022	1
Wisconsin	2020	9
	2021	0
	2022	0
Wyoming	2020	0
	2021	0
	2022	5
Total	2020	170
	2021	258
	2022	252

Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renew-als	Reac-quired by Franchi-sor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alabama	2020	76	4	1	0	0	0	79
	2021	79	4	1	0	0	0	82
	2022	82	5	0	0	0	0	87
Alaska	2020	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2022	11	0	1	0	0	0	10
Arizona	2020	69	1	1	0	0	0	69
	2021	69	0	0	0	0	0	69
	2022	69	0	2	0	0	0	67
Arkansas	2020	26	0	0	0	0	0	26
	2021	26	0	0	0	0	0	26
	2022	26	2	0	0	0	0	28
California	2020	184	2	8	0	0	0	178
	2021	178	3	2	0	0	0	179
	2022	179	2	6	0	0	0	175
Colorado	2020	46	1	0	0	0	0	47
	2021	47	0	1	0	0	0	46
	2022	46	2	1	0	0	0	47
Connecticut	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Delaware	2020	17	0	0	0	0	0	17
	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17
District of Columbia	2020	11	0	0	0	0	0	11
	2021	11	0	1	0	0	0	10
	2022	10	0	0	0	0	0	10
Florida	2020	246	3	2	0	0	0	247
	2021	247	10	3	0	0	0	254
	2022	254	8	3	0	0	0	259
Georgia	2020	9	6	3	0	0	0	94
	2021	94	6	0	0	0	0	100
	2022	100	1	2	0	0	1	98
Hawaii	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	4	1	0	0	0	17
Idaho	2020	14	0	0	0	0	0	14
	2021	14	0	1	0	0	0	13
	2022	13	2	1	0	0	0	14
Illinois	2020	76	2	5	0	0	0	73
	2021	73	1	0	0	0	0	74
	2022	74	1	2	0	0	0	73
Indiana	2020	92	1	0	0	0	0	93
	2021	93	2	2	0	0	0	93
	2022	93	1	2	0	0	0	92
Iowa	2020	24	0	0	0	0	0	24
	2021	24	0	0	0	0	0	24
	2022	24	1	1	0	0	0	24

Kansas	2020	19	1	1	0	0	0	19
	2021	19	1	1	0	0	0	19
	2022	19	0	0	0	0	0	19
Kentucky	2020	67	0	1	0	0	0	66
	2021	66	0	1	0	0	1	64
	2022	64	0	0	0	0	0	64
Louisiana	2020	59	1	0	0	0	0	60
	2021	60	1	1	0	0	0	60
	2022	60	0	0	0	0	0	60
Maine	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Maryland	2020	42	0	0	0	0	0	42
	2021	42	0	0	0	0	0	42
	2022	42	0	0	0	0	0	42
Massachusetts	2020	8	0	1	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Michigan	2020	36	1	2	0	0	0	35
	2021	35	0	2	0	0	0	33
	2022	33	2	3	0	0	0	32
Minnesota	2020	35	0	0	0	0	0	35
	2021	35	0	0	0	0	0	35
	2022	35	0	0	0	0	0	35
Mississippi	2020	30	3	0	0	0	0	33
	2021	33	0	0	0	0	0	33
	2022	33	1	0	0	0	0	34
Missouri	2020	29	0	1	0	0	0	28
	2021	28	0	1	0	0	0	27
	2022	27	0	0	0	0	0	27
Montana	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Nebraska	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13
Nevada	2020	24	0	0	0	0	0	24
	2021	24	1	0	0	0	0	25
	2022	25	0	0	0	0	0	25
New Hampshire	2020	2	1	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
New Jersey	2020	52	0	0	0	0	0	52
	2021	52	1	0	0	0	0	53
	2022	53	1	0	0	0	0	54
New Mexico	2020	16	0	0	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	1	0	0	0	0	17
New York	2020	83	2	1	0	0	0	84
	2021	84	2	1	0	0	0	85
	2022	85	0	0	0	0	0	85
North Carolina	2020	81	1	2	0	0	0	80
	2021	80	1	0	0	0	0	81
	2022	81	0	1	0	0	0	80
North Dakota	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	1	0	0	0	0	10

Ohio	2020	161	3	4	0	0	0	160
	2021	160	2	1	0	0	0	161
	2022	161	1	1	0	0	0	161
Oklahoma	2020	36	1	1	0	0	0	36
	2021	36	1	0	0	0	0	37
	2022	37	2	3	0	0	0	36
Oregon	2020	13	1	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Pennsylvania	2020	79	0	1	0	0	0	78
	2021	78	5	0	0	0	0	83
	2022	83	1	0	0	0	0	84
Rhode Island	2020	4	0	0	0	0	0	4
	2021	4	0	1	0	0	0	3
	2022	3	0	1	0	0	0	2
South Carolina	2020	71	7	0	0	0	0	78
	2021	78	2	2	0	0	0	78
	2022	78	4	4	0	0	1	77
South Dakota	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	0	3	0	0	0	10
Tennessee	2020	82	2	0	0	0	0	84
	2021	84	0	4	0	0	0	80
	2022	80	2	1	0	0	0	81
Texas	2020	213	5	9	0	0	0	209
	2021	209	8	5	0	0	0	212
	2022	212	4	7	0	90	0	299
Utah	2020	32	0	2	0	0	0	30
	2021	30	0	0	0	0	0	30
	2022	30	2	0	0	0	0	32
Vermont	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Virginia	2020	121	1	0	0	0	0	122
	2021	122	0	3	0	0	0	119
	2022	119	3	2	0	0	0	120
Washington	2020	44	0	1	0	0	0	43
	2021	43	2	1	0	0	0	44
	2022	44	0	0	0	0	0	44
West Virginia	2020	22	0	0	0	0	0	22
	2021	22	1	0	0	0	0	23
	2022	23	0	0	0	0	0	23
Wisconsin	2020	25	0	1	0	0	0	24
	2021	24	0	0	0	0	0	24
	2022	24	1	0	0	0	0	25
Wyoming	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	1	0	0	0	8
Total	2020	2544	50	48	0	0	0	2546
	2021	2546	54	35	0	0	1	2564
	2022	2564	55	49	0	90	2	2658

Table No. 4
Status of Company-Owned Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2020	3	0	0	0	0	3
	2021	3	0	0	0	0	3
	2022	3	0	0	0	0	3
Alaska	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Arizona	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Arkansas	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
California	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Colorado	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Connecticut	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Delaware	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
District of Columbia	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Florida	2020	39	1	0	1	0	39
	2021	39	0	0	0	0	39
	2022	39	2	0	0	0	41
Georgia	2020	82	0	0	0	0	82
	2021	82	4	0	0	0	86
	2022	86	3	1	0	0	90
Hawaii	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Idaho	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Illinois	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
	2022	8	0	0	0	0	8
Indiana	2020	43	0	0	0	0	43
	2021	43	1	0	0	0	44
	2022	44	0	0	0	0	44
Iowa	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Kansas	2020	15	0	0	0	0	15
	2021	15	1	0	0	0	16
	2022	16	0	0	0	0	16
Kentucky	2020	44	0	0	4	0	40
	2021	40	1	1	0	0	42
	2022	42	0	0	0	0	42
Louisiana	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maine	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maryland	2020	60	0	0	0	0	60
	2021	60	0	0	0	0	60
	2022	60	0	0	0	0	60
Massachusetts	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Michigan	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Minnesota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Mississippi	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Missouri	2020	42	0	0	1	0	41
	2021	41	0	0	0	0	41
	2022	41	0	0	0	0	41
Montana	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Nebraska	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Nevada	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Hampshire	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Jersey	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Mexico	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New York	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
North Carolina	2020	99	0	0	1	0	98
	2021	98	2	0	0	0	100
	2022	100	3	0	0	0	103
North Dakota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Ohio	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Oklahoma	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Oregon	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Pennsylvania	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Rhode Island	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
South Carolina	2020	9	0	0	0	0	9
	2021	9	0	0	0	0	9
	2022	9	0	1	0	0	10
South Dakota	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Tennessee	2020	34	1	0	1	0	34
	2021	34	2	0	0	0	36
	2022	36	2	0	0	0	38
Texas	2020	94	0	0	4	0	90
	2021	90	0	0	0	0	90
	2022	90	0	0	0	90	0
Utah	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Vermont	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Virginia	2020	26	0	0	0	0	26
	2021	26	0	0	0	0	26
	2022	26	0	0	0	0	26
Washington	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
West Virginia	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Wisconsin	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Wyoming	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	2020	598	2	0	12	0	588
	2021	588	11	1	0	0	600
	2022	600	10	2	0	90	522

Table No. 5
Projected Openings as of December 25, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year Trad / Non-Trad	Projected New Company-Owned Outlet in the Next Fiscal Year
Alabama	3	5 / 0	0 / 0
Alaska	0	0 / 0	0 / 0
Arizona	0	0 / 0	0 / 0
Arkansas	2	2 / 0	0 / 0
California	2	6 / 0	0 / 0
Colorado	1	3 / 0	0 / 0
Connecticut	0	0 / 0	0 / 0
Delaware	0	0 / 0	0 / 0
District of Columbia	1	1 / 0	0 / 0
Florida	0	8 / 0	1 / 0
Georgia	3	9 / 0	3 / 0
Hawaii	0	6 / 0	0 / 0
Idaho	0	0 / 0	0 / 0
Illinois	1	1 / 0	0 / 0
Indiana	0	1 / 2	2 / 0
Iowa	3	3 / 0	0 / 0
Kansas	0	0 / 2	0 / 0
Kentucky	0	0 / 5	0 / 0
Louisiana	0	1 / 0	0 / 0
Maine	0	1 / 0	0 / 0
Maryland	0	0 / 0	0 / 0
Massachusetts	2	4 / 0	0 / 0
Michigan	2	2 / 0	0 / 0
Minnesota	0	1 / 0	0 / 0
Mississippi	0	0 / 0	0 / 0
Missouri	0	2 / 0	2 / 0
Montana	0	0 / 0	0 / 0
Nebraska	0	0 / 0	0 / 0
Nevada	0	0 / 0	0 / 0
New Hampshire	0	0 / 0	0 / 0
New Jersey	3	4 / 0	0 / 0
New Mexico	0	0 / 0	0 / 0
New York	2	1 / 0	0 / 0
North Carolina	1	1 / 0	1 / 0
North Dakota	0	0 / 0	0 / 0
Ohio	1	4 / 0	0 / 0
Oklahoma	0	0 / 0	0 / 0
Oregon	0	0 / 0	0 / 0
Pennsylvania	0	4 / 0	0 / 0
Rhode Island	0	0 / 0	0 / 0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year Trad / Non-Trad	Projected New Company-Owned Outlet in the Next Fiscal Year
South Carolina	1	2 / 1	0 / 0
South Dakota	0	1 / 1	0 / 0
Tennessee	2	5 / 0	1 / 0
Texas	8	22 / 2	0 / 0
Utah	0	1 / 1	0 / 0
Vermont	0	0 / 0	0 / 0
Virginia	1	1 / 2	0 / 0
Washington	1	6 / 0	0 / 0
West Virginia	0	0 / 1	0 / 0
Wisconsin	2	3 / 0	0 / 0
Wyoming	0	0 / 2	0 / 0
Total	42	111 / 19	10 / 0

List of Franchisees

Exhibit M to this disclosure document is a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Outlets Leaving the System

Exhibit N to this disclosure document is a list of the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with the franchisor within 10 weeks of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Agreements

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Papa John's. 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. Although some current and former franchisees have signed confidentiality clauses during our last three fiscal years, the clauses have been in the context of settlement agreements for disputes, litigation or arbitration actions between us and the franchisee (or former franchisee) requiring both parties to keep the terms of the settlement confidential and not to disparage the other party or its business.

Franchisee Organizations

FAC: The Papa John's Franchise Advisory Council ("FAC") is a council representing the community of Papa John's franchisees. We created the FAC and we establish the rules for selection of its members and its other governing bylaws. The FAC's address is the same as our corporate headquarters: 2002 Papa John's Boulevard, Louisville, KY 40299 or P.O. Box 99900, Louisville, KY 40269; telephone 502-261-7272; e-mail contact fac_communications@papajohns.com. Three members

of the FAC are appointed by us, the remaining members of the FAC are elected by Papa John's franchisees in an election sponsored and conducted by us.

PJFA: Papa John's Franchise Association, Inc. ("PJFA"), an Iowa corporation, is an independent Papa John's franchisee association. PJFA's address is P.O. Box 11035, Columbia, SC 29211, its telephone number is 803-252-7128, and its fax number is 803-252-7799.

ITEM 21: FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit O are the audited financial statements of Papa John's Franchising, LLC from the date of inception (November 6, 2020) to December 25, 2022. Because we are a new entity formed in November 2020, we do not yet have three years' of financial statements to include in this disclosure document.

ITEM 22: CONTRACTS

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

Franchise Agreement — Exhibit B
Oven Lease Agreement — Exhibit C-1
Franchise Agreement, Non-Traditional Restaurant — Exhibit D-1
Franchise Agreement, Small-Town Non-Traditional Restaurant — Exhibit D-2
Development Agreement — Exhibit E
Authorization for Automatic Withdrawal — Exhibit F
Cheese Purchase Agreement – Exhibit G
Advertising Agreement — Exhibit H
Owner Agreement — Exhibit K
Authorization to Transfer — Exhibit L

ITEM 23: RECEIPTS

The last two pages of this disclosure document are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return to us one copy; please keep the other copy together with this disclosure document.

EXHIBIT A: LIST OF ADMINISTRATORS

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

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 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) 416-8236
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, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office 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 A: AGENTS FOR SERVICE OF PROCESS

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

CALIFORNIA Commissioner of Business Oversight Department of Business Oversight 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 - Toll Free: (866) 275-2677	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza -99 Washington Av., 6th Fl. Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 / (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center - 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B

FRANCHISE AGREEMENT – STANDARD RESTAURANT

PAPA JOHN'S

FRANCHISE AGREEMENT

STANDARD RESTAURANT

Franchisee: _____

Store No. _____

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PAPA JOHN'S

FRANCHISE AGREEMENT

SINGLE LOCATION FRANCHISE

THIS FRANCHISE AGREEMENT ("Agreement") is made as of the "Effective Date" (as defined in Section 25.(k)), by and between **PAPA JOHN'S FRANCHISING, LLC**, a Kentucky limited liability company ("we", "us" or "Papa John's"), and _____, a _____ ("you"). If you are a corporation, limited liability company, partnership or other business entity, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS:

A. We and our Affiliates (as defined in Section 25.(e)) have expended time, money and effort to develop a distinctive system for operating retail restaurants devoted primarily to carry-out and delivery of pizza and other food items. The chain of current and future standard Papa John's restaurants in the United States is referred to as the "Papa John's Chain" or the "Chain."

B. The Chain is characterized by a proprietary system which includes: special recipes and menu items; distinctive design, decor, color scheme and furnishings; software and programs; standards, specifications and procedures for operations; systems for communicating with us, suppliers and customers; procedures for quality control; training assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

C. We identify our goods and services with certain service marks, trade names and trademarks, including "Papa John's," "Papa John's Pizza" and "Pizza Papa John's and Design" (the Papa John's logo) as well as certain other trademarks, service marks, slogans, logos and emblems that have been or may be designated for use in connection with the System from time to time (the "Marks").

D. You desire to enter into this Agreement for the operation of one Papa John's restaurant under the System and the Marks at the location listed below (the "Restaurant").

E. We have agreed to grant you a franchise for the Restaurant subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. We grant to you the non-exclusive right and franchise (the "Franchise") to operate a retail restaurant under the System and the Marks to be located at the location specified in Section 25.(m) (the "Location"). Pursuant to this grant, you, at your own expense, must construct or remodel, and equip, staff, open and operate the Restaurant at the Location. Unless otherwise agreed in writing by us, you must commence operating the Restaurant within 60 days after the Effective Date and operate such business in accordance with this Agreement for the Term (defined below). Approval of the Location by us does not constitute an assurance, representation or warranty of any kind, expressed or implied, as to: (i) the suitability of the Location for a Papa John's Restaurant; (ii) the successful operation of the Restaurant; or (iii) for any other purpose. Our approval of the Location indicates only that we believe it complies with acceptable minimum criteria that we establish solely for our purposes at the time of the evaluation. Unless we otherwise approve, the Franchise applies only to the Location and the operations of the Restaurant must be carried on only from the Location.

2. Term, Renewal and Expiration.

(a) Term. The initial term of the Franchise is 10 years from the Effective Date of this Agreement, unless terminated earlier as provided in this Agreement (the "Term").

(b) Renewal of Franchise. This Agreement does not automatically renew upon the expiration of the Term. However, you have an option to renew the Franchise for one additional 10-year term (the "Renewal Term") upon the expiration of the Term if, and only if, each and every one of the following conditions has been satisfied:

(i) You give us written notice of your desire to renew the Franchise not less than three months nor more than six months before the end of the Term. If we have not received notice from you of your desire to renew within such period, we may, in our sole discretion, notify you and provide you a 30-day grace period within which to submit the renewal notice.

(ii) You are not in material default of any provision of this Agreement or any other agreement with us or our subsidiaries or affiliates related to the Location and have substantially complied with the terms and conditions of these agreements during their terms. If there is any outstanding default under Section 19.(c) it must be cured within the time period specified in Section 19; and all your debts and obligations to us and our Affiliates under this Agreement or otherwise must be current, including your obligations to the Marketing Fund (as defined in Section 8.(b)) and each Cooperative (as defined in Section 8.(c)) of which you are a member.

(iii) You must promptly execute and deliver to us a new Papa John's Franchise Agreement, which Franchise Agreement will supersede this Agreement in all respects, and the terms and conditions of which may differ from this Agreement, provided such Franchise Agreement will provide for a term of 10 years.

(iv) We then continue to operate the System under the Marks, in the state in which the Restaurant is located and have all required documents filed and all necessary approvals to offer renewals of Papa John's franchises in that state. Any decision to withdraw from one or more states will be based on reasonable factors. Should we make such a decision, you may continue to

operate the Restaurant and your continued operation will not be in violation of Sections 16.(a) or 16.(c), provided that you cease using all of our Marks and properly de-identify the premises.

(v) You must pay us a renewal fee in the amount of $4,000.

(vi) Subject to applicable laws, you, your owners, and we must execute and deliver a general release, in the form we prescribe, provided, our release of you will not include a release of any fees or royalties due under this Agreement, any amounts due to us or any of our Affiliates for products or services provided or otherwise payable to us or any of our Affiliates in the ordinary course of business, or any unfulfilled mandatory operational or system requirements (such as image or computer system upgrades or menu or product changes).

(vii) You must make, or provide for in a manner reasonably satisfactory to us, such renovation and re-equipping of the Restaurant as may be necessary or appropriate to reflect the then-current standards and image of the System, including renovation or replacement of signs, equipment, furnishings, fixtures and decor; provided that substantial renovation and re- equipping will not be required if you have substantially renovated the Restaurant within the 3-year period immediately preceding the end of the Term.

(viii) This option to renew may not be exercised unless all of the preceding conditions are fully satisfied.

3. Franchise Fees and Payments.

(a) Initial Franchise Fee and Royalties. In consideration of the grant of the Franchise, you must pay to us the following fees:

(i) an Initial Franchise Fee of $25,000, which must be paid upon the execution of this Agreement and which is deemed fully earned and non-refundable;

(ii) a continuing royalty (the "Royalty") of 5% of the "Net Sales" (as defined below) of the Restaurant for each "Period" (as defined in Section 13.(b)). Regardless of the date upon which this Agreement is executed, the royalty rate may be increased by us at any time, provided: (A) we may increase the Royalty only if and to the extent that our form of Franchise Agreement being offered to new Papa John's franchisees at the time of the increase provides for the increased Royalty; and (B) the Royalty rate cannot exceed 6% during the Term. Net Sales means the gross revenues of the Restaurant from sales of approved products and provision of approved services (including revenues from special or promotional sales efforts such as Groupon, Living Social or other discounted sales programs), delivery services or any other revenue-generating activity carried on at, from or in connection with operation of the Restaurant and regardless of whether such sales are evidenced by cash, check, credit, charge account, gift card or otherwise, less: (a) sales tax, use tax or similar tax collected from customers in conjunction with such sales and paid in full to the state or other local taxing authority; (b) any documented refunds actually paid to customers (if such amounts were originally included in calculating Net Sales); and (c) proceeds from sales of used furniture and fixtures and similar sales not in the ordinary course of business. The Royalty is due on the 10th day of the month following each Period; and

(iii) a continuing internet and digital ordering system transaction fee ("Digital Fee") in an amount determined by a board consisting of the same members of the Board of the Marketing Fund as a percentage of each Period's Net Sales of the Restaurant that arise from customer orders received via the internet through our internet/digital ordering system ("Digital Orders"). The fee generally will be set high enough to cover our ongoing costs plus new capital expenditures each year in maintaining and operating the on-line/digital ordering system, including costs of integration of aggregator or other third-party platforms, provided: (A) we will contribute any revenue in excess of these costs to the Marketing Fund; and (B) any shortfall of revenue will be carried forward as a deficit and retired from future Digital Fee revenues. The Digital Fee is due on the 20th day of the month following each Period.

(b) Alternative Ordering. We reserve the right to develop or contract with third parties to develop centralized or technology-based methods of taking, processing, routing, and delivering orders in addition to the online and digital system that we currently use or authorize (collectively "Alternative Ordering Systems"). These may become mandatory at any time during the Term of this Agreement and may require you to spend money to add or replace equipment, wiring, hardware and software, and to pay licensing fees, support and maintenance fees, fees paid to third parties; to incur other costs, and to sign agreements with third parties. To the extent that these products and services are owned by us or provided to you by us, we may charge up front and/or ongoing fees. However, to the extent that all the direct and indirect costs to develop, test and implement an Alternative Ordering System are paid from the Digital Fee, then such up-front and ongoing fees charged by us would be intended only to cover our ongoing expenses, including direct costs and reasonable allocations. Regardless of the sources of funds to develop any Alternative Ordering System, as between you and us we are and will be the owner of all direct and related rights and assets, including software and hardware, intellectual property and all data generated by the Alternative Ordering Systems or as a result of their use, but excluding hardware or equipment that you purchase directly for the purpose of gaining access to the Alternative Ordering System (including computers and kiosks).

(c) Papa Card Fees. You are required to accept customer cash cards ("Papa Card(s)") administered by Papa Card, Inc., a subsidiary of the Marketing Fund. We will debit or credit your bank account on a weekly basis for the net amount of Papa Card purchase or redemption transactions. Upon redemption of a Papa Card balance, or portion thereof, for purchases from your Restaurant, you are required to pay a percentage of the amount of Papa Card redemption transactions, including tax and gratuities, to Papa Card, Inc. on a weekly basis. We will debit your bank account monthly for the amount of Papa Card transaction fees. The percentage to be paid will be set by the Board of Papa Card, Inc. and may be changed by the Board of Papa Card, Inc. from time to time, provided the rate cannot be less than 1½% nor more than 2% without our written approval.

(d) Taxes. If the state in which the Restaurant is located (or a local taxing authority within the state) imposes a sales tax, use tax, gross receipts compensating tax or similar tax on the Initial Franchise Fee, the Royalty or the Digital Fee, we will collect such tax from you in addition to the amount set forth or determined as provided herein and remit the amount of the tax directly to the taxing authority. This does not include income taxes imposed on us, for which we are solely responsible. If the state in which the Restaurant is located (or a local taxing authority within the state) requires you to withhold tax on any payment that you are obligated to make to us or our Affiliates, you must timely pay such withheld amounts to the appropriate taxing authority and

promptly deliver to us receipts of applicable governmental authorities for all such taxes withheld or paid. We have no obligation to recognize or give credit for any amounts so withheld until you provide to us receipts or other evidence acceptable to us that such amounts have been duly remitted to the appropriate taxing authority. You are responsible for and undertake to indemnify us and our Affiliates against and hold us and our Affiliates harmless from any penalties, interest and expenses incurred by or assessed against us or any of our Affiliates as a result of your failure to withhold such taxes or to timely remit them to the appropriate taxing authority.

(e) Payments.

(i) At least 10 days before opening the Restaurant (and thereafter as requested by us), you must execute and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your bank account, either by check, electronic funds transfer or other means utilizing the "Information System" (as defined in Section 10.(c)(i)(B)) or by such alternative methods as we may designate ("Payment Methods"). You must comply with all procedures specified by us from time to time, and take such reasonable actions as we may request to assist in any of the Payment Methods. We may use the Payment Methods to collect the amount of each Period's Royalty, Digital Fee and any other amounts due to us, our Affiliates, the Marketing Fund or Papa Card, Inc. under this Agreement or otherwise, including amounts owed to us and/or our Affiliates in connection with: (A) Marketing Fund contributions; (B) purchases from "PJFS" (as defined in Section 12.(b)) and all of our other Affiliates; (C) Papa Card purchase and balance increase transactions by customers; (D) transfer fees and (E) renewal fees. You must complete and provide to us any tax forms or other instruments or documents necessary or appropriate to give effect to the terms and provisions of this Agreement, including an IRS Form W-9.

(ii) We will determine your Net Sales for each Period via the Information System, or if we are unable to do so, we may estimate the Net Sales of the Restaurant for such Period and debit your bank account the amount of the Royalty, Digital Fee and Marketing Fund contribution based on such estimate. If an estimate results in an overpayment, the amount of the overpayment will be deducted from the next Period's Royalty, Digital Fee and Marketing Fund contribution. Any deficiency resulting from such estimate may be added to the next Royalty, Digital Fee and/or Marketing Fund contribution payment(s) due and debited against your bank account. If, at any time, we determine that you have underreported the Restaurant's Net Sales or underpaid any Period's Royalty, Digital Fee, Marketing Fund contributions or payments to any of our Affiliates, we are authorized to immediately debit your account for these amounts by any of the Payment Methods. Any amounts of the Royalty, any other sums or fees owed to us or Marketing Fund contributions that are not paid when due bear interest until paid at a rate equal to the lesser of: (A) twelve percent (12%) per annum; or (B) the maximum rate permitted by law. Late charges, interest or other credit terms relating to your purchase of goods or services from our designated suppliers, including our Affiliates, will be as determined by the policies of the applicable supplier from time to time.

(iii) You must notify us at least 30 days before closing or making any change to the account against which such debits are to be made. If such account is closed or ceases to be used, you must immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and do not affect any

obligation or liability for amounts owed. If for any reason your account cannot be electronically debited, you must submit payments by wire transfer or certified or cashier's check on or before the dates when due. You must maintain a sufficient balance in your designated bank account to ensure that all transactions made by any of the Payment Methods are promptly and fully paid and you undertake to indemnify and hold us harmless from and against all damages, losses, costs and expenses resulting from any dishonored debit against your account, regardless whether resulting from the act or omission of you or your bank; provided that you are not obligated to indemnify us for any dishonored debit caused by our negligence or mistake.

(iv) Notwithstanding the commencement of any "Insolvency Proceeding" (as defined in Section 25.(a)) by or against you, you must: (A) comply with the Payment Methods described above; (B) use your best efforts to obtain court approval of the Payment Methods as may be necessary or otherwise requested by us; and (C) seek such court approval as expeditiously as possible, but in no event later than five business days after the commencement of such Insolvency Proceeding.

4. Franchisor Services. We will provide to you the following services at such time and in such manner as we deem appropriate:

(a) specifications for the design of the Restaurant and related facilities to be used in the operation of the Restaurant;

(b) specifications for fixtures, furnishings, decor, communications and computer hardware and software, signs and equipment;

(c) the names and addresses of designated and approved suppliers, and standards and specifications for (i) all food products, beverages, ingredients and cooking materials sold from or used in the operation of the Restaurant, and (ii) all containers, boxes, cups, packaging, menus, uniforms and other products and materials used in connection with the operation of the Restaurant;

(d) our periodic inspections and evaluations of your operation, as described more fully in Section 11.(k), which inspections and evaluations may be conducted at such times and in such manner as we reasonably determine;

(e) communication to you of information relating to Restaurant operations to the extent we deem it necessary or pertinent;

(f) operation of the online and digital ordering system, which enables customers to place orders online via internet and mobile application access to our website, provided:

(i) we do not represent or warrant to you, and expressly disclaim any warranty that the online and digital ordering system (or any other Alternative Ordering System that may be developed by us) will be error-free or that the operation and use of the online and digital ordering system or any such other Alternative Ordering System will be uninterrupted or error-free; and

(ii) we have no obligation or liability for any expense or loss incurred by you (including lost sales or profits) arising from operation (including failure of operations) or use

of the online and digital ordering system or any other Alternative Ordering System that may be developed by us;

(g) preparation and presentation to the Board of the Marketing Fund of an annual budget for their input and approval; and

(h) foster positive, constructive and respectful communication between you and us, between us and the community of franchisees at large, and between franchisees.

5. Territorial Provisions.

(a) Territory. Subject to the provisions of this Section 5, we will not locate nor license another to locate a Papa John's restaurant within a one and one-half mile radius of the Location OR a one-half mile radius in certain densely populated urban areas (the "Territory").

(b) Non-Traditional Exclusion. Venues suitable for non-traditional Papa John's operations (collectively "Non-Traditional Locations"), are excluded from protection within the Territory. Such venues include enclosed malls, institutions (such as hospitals, colleges, universities or other schools), airports, parks (including theme parks), military bases, sports arenas or stadiums, train stations, travel plazas, and entertainment venues that are subject to exclusive food vending rights of third parties or for which you are otherwise precluded from obtaining occupancy or vending rights, such as, by way of example and not of limitation, financial or net worth requirements of the landlord or site operator; laws, rules or regulations applicable to the location (such as special regulatory or licensing schemes applicable to casino or gaming operations or Indian tribal laws or regulations); or national security issues. We may open non-traditional Papa John's restaurants, or franchise the right to open non-traditional Papa John's restaurants to other persons at any such Non-Traditional Locations, regardless of where they are located. No delivery services will be permitted from non-traditional restaurants located within the Territory, except as otherwise agreed by you and us.

(c) Development Area Limitation. Notwithstanding identification of the Territory above, if this Agreement is signed pursuant to a Development Agreement between you and us, in no event will the Territory extend outside the boundaries of the "Development Area" as defined in the Development Agreement and neither termination nor expiration of the Development Agreement will alter this limitation.

(d) No Exclusive Trade Area for Sales or Delivery. We do not warrant or represent that no other Papa John's restaurant will solicit or make any sales within the Territory, and you expressly acknowledge that such solicitations or sales may occur within the Territory. We have no duty to protect you from any such sales, solicitations, or attempted sales. You recognize and acknowledge that: (i) you will compete with other Papa John's restaurants that are now, or that may in the future be, located near or adjacent to your Territory; and (ii) that such Papa John's restaurants may be owned by us, our Affiliates or third parties. If you relocate the Restaurant, the Territory in our sole discretion may be reduced, changed, altered or restricted. We make no assurance that the Territory specified herein will be applicable to the new location, even if we have approved the new location.

(e) Alternative Ordering Systems Area. We will of necessity define the trade area for the Restaurant for Alternative Ordering Systems ("Alternative Order Area") and such trade area may be significantly different than the Territory and may change from time to time. You must use reasonable efforts not to solicit sales within the defined Alternative Ordering trade area of another Papa John's restaurant. However, you acknowledge that such solicitations and sales may occur in your trade area, including advertising spillover, directories, electronic media, direct mail drops by sector or ZIP code and other advertising and that we have no duty to monitor, control or stop such advertising, solicitations or sales. In determining which Papa John's restaurant an online, digital or other Alternative Ordering System order will be routed to, we will consider such matters as we reasonably deem material, including: existing trade or delivery areas of Papa John's restaurants in geographic proximity to the address or customer placing the order; demographic characteristics of the location of such proximate Papa John's restaurants; traffic patterns and similar factors affecting delivery efficiency; the opening or closing of other Papa John's restaurants; and other commercial characteristics of geographically proximate Papa John's restaurants (collectively, the "Commercial Considerations"). You acknowledge that such Commercial Considerations may result in changes that remove particular addresses or groups of addresses or particular customers or groups of customers from routing to your Restaurant and that online, digital or other systematized orders from such addresses, groups of addresses, customers, or groups of customers may be re-routed to other Papa John's restaurants that are now, or that may in the future be, located near or adjacent to your Restaurant, and that such Papa John's restaurants may be owned by us, our Affiliates or third parties. You acknowledge that if you relocate the Restaurant, the routing of online, digital or systematized orders to your Restaurant may, in our sole discretion, be reduced, changed, altered or restricted, even though we have approved the new location for the Restaurant. Subject to any factors that are unique to electronic ordering or to our specific Alternative Ordering System, we will consider the same factors in changing the Restaurant's Alternative Order Area as set forth in Section 5.(h). Provided we use reasonable judgment in considering these factors, you waive all rights to bring any claim or cause of action against us for lost sales or profits as a result of our definition of your Alternative Order Area, including any changes made from time to time.

(f) Other Businesses. We reserve the right to operate, directly and/or through Affiliates, franchise, or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa John's restaurants and we and our Affiliates may do so within the Territory, provided, that such restaurants or food establishments or businesses do not sell pizza on a delivery basis, or primarily on a carry-out basis. We also reserve the right to develop, market and conduct any other business under the Marks or any other trademark.

(g) Other Methods of Distribution. We reserve the right to manufacture or sell, directly or through third parties, or both, within and outside your Territory, pizza and other products that are the same as or similar to those sold in Papa John's restaurants using brand names that are the same as or similar to the Marks, through any channel of distribution, provided that such items are not sold through restaurants or on a ready-to-eat basis. We may in our discretion, contribute a portion of the "Net Revenue" from such other methods of distribution, up to 30% of such Net Revenue, to the Marketing Fund, to one or more co-ops or to a particular Papa John's restaurant, in our reasonable discretion. "Net Revenue" means amounts paid to us less costs of securing such revenue, including costs to manufacture, market and distribute such items, lease or location costs, shelving fees, commissions, product costs, marketing and overhead. Such contribution together with the amount contributed from Partnership Marketing pursuant to Section 8.(k) is limited to $5.0 million in any fiscal year. These contributions will be made on at least an annual basis no later than

March 1st of the immediately following year. You acknowledge that these amounts may be spent nationally, regionally or locally and that there is no obligation that the funds be spent in the area where the revenues were generated.

(h) Impact Mitigation. In exercising our rights to open or license others to open Papa John's restaurants under Sections 5.(a) and 5.(b), we will take commercially reasonable steps to balance the impact to the sales and profitability of the Restaurant (measured as of the date 12 months after the opening of a new restaurant) with our duties to our shareholders and other franchisees to expand the Chain. We will rely on, among other factors, growth or other changes in population or demographic factors, changes to the System, new technologies, competitor actions, and advice or reports from third party experts we hire. We will also give consideration to any report prepared by a third party hired by you, provided such third party is independent and qualified to analyze new unit impact in the QSR/delivery segment.

6. Premises.

(a) Leased Premises. If the premises where the Restaurant will be operated (the "Premises") are leased, you must submit to us copies of the executed signature pages of all such leases immediately after signing and copies of the full leases and any exhibits and addendum at such other times as we may request. The term of all leases plus all options for you to renew must together equal or exceed the Term. Each original lease, renewal lease, and modification of any type must be submitted to us within thirty (30) days after execution by you and the landlord. All leases pertaining to the Premises must also include an Addendum in the form of Exhibit A attached hereto, or contain terms and conditions that we approve as substantially similar to those contained in **Exhibit A**. A copy of the executed Addendum must also be submitted to us.

(b) Owned Premises. If you own the Premises, you must submit to us proof of ownership. If you decide to sell the Premises together with the Restaurant at any time before the expiration or termination of the Franchise, you must notify us of your intention. We have a right of first refusal to purchase the Premises on the same terms and conditions as set forth in Section 14.(c)(i). If the sale will also involve a relocation of the Restaurant, you must submit to us for our approval your proposed plans (including copies of any proposed lease or contract of purchase) for an alternative location.

(c) Premises Identification. Regardless of whether you own or lease the Premises, you must, within ten days after the expiration or termination of the Franchise, remove all signs and other items and indicia that serve, directly or indirectly, to identify the Premises as a Papa John's restaurant and make such other modifications as are reasonably necessary to protect the Marks and the Papa John's System, and to distinguish the Premises from Papa John's restaurants. To enforce this provision, we may pursue any or all remedies available to us under applicable law and in equity, including injunctive relief. Your obligation is conditioned upon our giving you notice of the modifications to be made and the items removed.

(d) Suitability of Premises. Regardless of whether the Premises are owned or leased, it is your responsibility to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement, and you must obtain all permits and

licenses required to construct, remodel and operate the Restaurant. You must not use the Premises for any purpose other than the operation of the Restaurant in compliance with this Agreement.

(e) Relocation; Assignments. You must operate the Restaurant only from the Premises at the Location unless we agree otherwise in writing. You may not, without first obtaining our written consent: (i) relocate the Restaurant; or (ii) renew or materially alter, amend, or modify any lease, or make or allow any transfer, sublease or assignment of your rights under any lease or owned location pertaining to the Premises. You must give us notice not less than 30 days before any of the foregoing. We will not unreasonably withhold our consent. We may require you to relocate the Restaurant to another location upon: (A) expiration of the original term or any extension or renewal of your lease; or (B) any significant damage to the Premises or surrounding areas, or other event that would provide you with an option or right to terminate the lease. We will not require relocation if you prefer to remain at the same location and you demonstrate to our reasonable satisfaction that: (i) the trade area and location meet our then- current criteria for new restaurants; and (ii) you can restore or renovate the Premises to our then- current standards and agree in writing to do so if approved. You must give us notice not less than 60 days before the expiration of your lease, and you must give us written notice within five days after the occurrence of any event covered by (B) above. Our right to require you to relocate is conditioned upon: (1) the availability of a location approved by us for such relocation; (2) our offering to extend the Term of this Agreement for not less than five years, or at our option, offering to enter into our then-current form of franchise agreement (which will include an initial term of 10 years); and (3) the Territory (as measured from the new location) not extending into the "Territory" of any other Papa John's Pizza franchisee. YOU ACKNOWLEDGE THAT SUCH RELOCATION, IF REQUIRED, WOULD INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM OF THIS AGREEMENT, AND MAY INCLUDE AN OBLIGATION TO LEASE OR BUY LAND, CONSTRUCT A FREE-STANDING BUILDING, INSTALL LEASEHOLD IMPROVEMENTS AND/OR PURCHASE NEW EQUIPMENT AND SIGNAGE.

7. Proprietary Marks; Copyright.

(a) Ownership of Copyrights. We may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), including the Manuals (as defined in Section 11.(e)) and the "Proprietary Programs" (as defined in Section 10.(c)(i)(A)(2)), and certain photographs, drawings, videos, music, or any materials used in advertisement of the Restaurant. The Copyrighted Works are our valuable property and your rights to use the Copyrighted Works are granted to you on the condition that this right is (a) only for and at the franchised business; and (b) only during the term of the Franchise Agreement. You further acknowledge that this right is conditioned upon compliance with the terms of this Agreement. We may further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the Restaurant, all of which are deemed Copyrighted Works under this Agreement. Such Copyrighted Works include the materials and information provided to you by us for use in the operation of the Proprietary Programs. You will not undertake to obtain patent or copyright registration or otherwise assert proprietary rights to the Copyrighted Works or any data generated by the use of the Proprietary Programs or any portion thereof. Copyrighting of any material by us is not to be construed as causing the material to be public information. You must cause all copies of the Copyrighted Works and any data in your possession generated by use of the Proprietary Programs to contain an appropriate copyright notice or other notice of proprietary rights specified by us. All data provided by you, uploaded to our system from your system, and/or downloaded from

your system to our system is and will be owned exclusively by us, and we will have the right to use that data in any manner that we deem appropriate without compensation to you.

(b) Ownership; Use by Others. We are the sole and exclusive owner of: (i) the Marks and all goodwill associated with or generated by use of the Marks; (ii) the Copyrighted Works; and (iii) any and all data generated by use of the Copyrighted Works. All works of authorship related to the System that are created in the future will be owned by, or licensed to, us or our Affiliates. Your use of the Copyrighted Works and the Marks does not vest you with any interest therein other than the non-exclusive license to use the Copyrighted Works and Marks granted in this Agreement. You must execute any documents that we or our counsel deem necessary for the protection of the Copyrighted Works or the Marks or to maintain their validity or enforceability, or to aid us in acquiring rights in or in registering any of the Marks or any trademarks, trade names, service marks, slogans, logos or emblems that we subsequently adopt. You will give notice to us of any knowledge that you acquire concerning any actual or threatened infringement of the Copyrighted Works or the Marks, or the use by others of names, marks or logos that are the same as or similar to the Marks. You must cooperate with us in any suit, claim or proceeding involving the Marks or the Copyrighted Works or their use to protect our rights and interests in the Marks or the Copyrighted Works. We, in our sole discretion, are entitled to control all decisions concerning the Marks or the Copyrighted Works.

(c) Use of Marks. You are authorized to use the Marks only in connection with the promotion and operation of the Restaurant or the Chain and only in the manner that we authorize, including compliance with brand identity guidelines and other directives contained in the Manuals. Your right to use the Marks is limited to use during the Term and in compliance with specifications, procedures and standards prescribed by us from time to time. You must prominently display the Marks in the manner that we prescribe on all signs, plastic and paper products, and other supplies and packaging materials that we designate. You will not: (i) fail to perform any act required under this Agreement; (ii) commit any act that would impair the value of the Marks or the goodwill associated with the Marks, including publicly disparaging us, the System, the products or services offered by Papa John's restaurants, or any of our officers or directors; (iii) at any time engage in any business or market any product or service under any name or mark that is confusingly or deceptively similar to any of our Marks; (iv) use any of the Marks as part of your corporate or trade name, or as part of any e-mail address, web-site address, domain name, or other identification of your business in any electronic medium without our express, written consent; or (v) use any trademark, trade name, service mark, logo, slogan or emblem that we have not authorized for use in connection with the Restaurant, including any co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem of any third party, without our approval. You must obtain such fictitious or assumed name registrations as required by applicable state law and forward to us copies of the same upon request.

(d) Designation as You. You must identify yourself as the owner of the Franchise in conjunction with the use of the Marks, including on checks, invoices, receipts, letterhead, contracts, and all employment-related documents (such as employment applications, pay checks or pay stubs, time cards, employee handbooks or manuals and employment agreements). You must also post, at conspicuous locations on the Premises in both the area of the Restaurant accessible to the public and in an area conspicuous to your employees, such as adjacent to the time clock or other employee check-in area, a notice that specifies your name, followed by the phrase "an independently owned and operated franchise" or such other phrase as we direct or approve.

(e) Discontinuance of Use; Additional Marks and/or Copyrights. You must: (i) modify or discontinue use of any Mark or Copyrighted Work if a court of competent jurisdiction orders it, or if we in our sole discretion deem it necessary or advisable; (ii) comply with our directions regarding any such Mark or Copyrighted Work within 30 days after receipt of notice from us; and (iii) use such additional or substitute Marks or Copyrighted Works as we may direct. We are not obligated to compensate you for any costs or expenses incurred by you to modify or discontinue using any Mark or Copyrighted Work or to adopt additional or substitute Copyrighted Works or Marks.

8. Advertising.

(a) Contributions and Expenditures. Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, each month during the Term, you must make the following contributions and expenditures for advertising:

(i) To the extent you are not obligated to perform grand opening marketing pursuant to a development agreement, you must submit to us proof prior to opening of the Restaurant that you have a grand opening marketing budget of Ten Thousand Dollars ($10,000.00) to be used to support pre-opening and for use within the first ninety (90) days of the opening of the Restaurant.

(ii) You must contribute to the Marketing Fund such amount: (A) as designated by the Board of Directors of the Marketing Fund (the "Board") from time to time; or (B) as proposed by the Board and approved by a vote of the members in good standing of the Marketing Fund, if such a vote is required by the "Bylaws," as defined in Section 8.(b).

(iii) You must contribute to the "Cooperative" (as defined below) that percentage of Net Sales that the governing body of the Cooperative designates from time to time. The governing body of the Cooperative may propose a change in the required contribution to the Cooperative. Approval of such change must be submitted to a vote of the members in good standing of the Cooperative (including both Franchisor-owned and franchised restaurants) and will take effect only if approval of the proposed change receives a majority of votes cast in such election. However, the contribution rate may not be less than 2% of the monthly Net Sales of the Restaurant, without our consent, except as otherwise provided below. We may approve a monthly contribution rate to the Cooperative of less than 2% of Net Sales, provided, we also reserve the right to withdraw our approval of any such reduced contribution rate to the Cooperative and require that the minimum 2% contribution rate be reinstated.

(iv) Notwithstanding the provisions of Section 8.(a)(ii), if the combined Marketing Fund and Cooperative contributions exceed 7% of Net Sales due to a subsequent change in either contribution rate, then any franchisee in the Cooperative may elect to contribute a lower percentage of Net Sales to the Cooperative such that the combined total for that franchisee equals 7% of Net Sales. Each franchisee in the Cooperative must make the same election for all the restaurants that the franchisee owns that are in the Cooperative. An invocation of this provision will not cause the franchisee to lose membership or voting rights in the Cooperative or any other benefit

of participation in the Cooperative except as expressly provided in Section 8.(c)(vi). In no event may a Restaurant reduce the Marketing Fund contribution without our prior written approval.

(v) You must expend, at a minimum, an aggregate amount equal to 8% of the annual Net Sales of the Restaurant on your combined Marketing Fund contributions, Cooperative contributions and local store promotion, marketing and advertising.

(b) Marketing Fund. Papa John's Marketing Fund, Inc., a Kentucky nonstock, nonprofit corporation (the "Marketing Fund"), has been organized for the purposes set forth in the Articles of Incorporation and By-Laws of the Marketing Fund, as they may be amended from time to time (the "Bylaws"). You automatically become a non-voting member of the Marketing Fund upon the execution of this Agreement. Before opening the Restaurant, you must execute and deliver to the Marketing Fund an Advertising Agreement in the form prescribed by the Board. The Marketing Fund is governed by the Board, which is established in accordance with the Bylaws and which, as of the date of this Agreement, consists of four directors, two appointed by us and two chosen by the franchisee-elected members of the FAC (as defined in Section 25.(l)). Each director has one vote, provided that we have the tie-breaker vote, except as may be otherwise provided in the Bylaws.

(i) The Marketing Fund is intended to increase recognition of the Marks and to further the public image and acceptance of the Chain and may do all things necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any of the aforesaid purposes, including planning, preparing, designing, producing, broadcasting, distributing, maintaining, supervising and administering advertising and promotional programs, materials and activities for present and future Papa John's restaurants and all activities related and incident thereto, such as (but not by way of exclusion, limitation or exhaustion): television, radio, magazine and newspaper advertising; advertising related to special offers and promotions and introductory products; marketing surveys and other public relations activities; and engaging and consulting with advertising and public relations firms to assist in such activities. We, the Marketing Fund and the directors of the Marketing Fund do not undertake any obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by Papa John's restaurants operating in such geographic area or that you or the Restaurant will benefit directly or in proportion to your contribution to the Marketing Fund. We (including our officers, directors, agents and employees) are not a fiduciary or trustee of the contributions to, or the assets of, the Marketing Fund. We, the Marketing Fund and our respective officers, directors, agents and employees will not be liable to you with respect to the maintenance, direction or administration of the Marketing Fund, including with respect to contributions, expenditures, investments and borrowings.

(ii) We and our Affiliates will make contributions to the Marketing Fund for each Papa John's restaurant that we own on the same basis as required of comparable franchisees within the United States.

(iii) As long as you are in compliance with the Advertising Agreement and the Articles and By-Laws of the Marketing Fund, you will be furnished with advertising materials produced by or for the Marketing Fund for Chain-wide distribution, on substantially the same terms and conditions as such materials are furnished to other similarly situated franchisees.

(iv) You must make your monthly contribution to the Marketing Fund on the date and in the manner provided for in this Agreement, the Advertising Agreement and the By-Laws and submit such statements and reports as the Board may designate from time to time. From time to time the Board may designate one or more accounts to which such contributions must be made and if requested or directed by the Marketing Fund, you must make such payments separately. Contributions to the Marketing Fund may be used to defray our expenses only to the extent of the administrative costs and overhead that we may reasonably incur in rendering services to the Marketing Fund.

(v) The funds collected by the Marketing Fund, and any earnings thereon, are not and will not be our asset or the asset of any franchisee.

(vi) Although the Marketing Fund is intended to be of perpetual duration, the Board has the right to terminate the Marketing Fund. However, the Marketing Fund will not be terminated until all monies held by it have been expended for the purposes set forth in its Articles of Incorporation and By-Laws or distributed as permitted by law.

(vii) Each member of the Marketing Fund (including us and our Affiliates), is entitled to one vote per Restaurant (excluding non-traditional restaurants) it owns on certain changes of the contribution rate, as described in Section 8.(a)(i).

(c) Regional Cooperative Advertising. We have the right, in our sole discretion, to designate a geographical area in which the Restaurant is located for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Restaurant at the time you commence operations, you are deemed to be a member of such Cooperative upon the date the Restaurant opens for business. If a Cooperative applicable to the Restaurant is established at any later time during the Term, you automatically become a member of such Cooperative, by virtue of your execution of this Agreement, on the date the Cooperative commences operation. In no event will the Restaurant be required to contribute to more than one Cooperative. We may designate, from time to time, a formula for calculating a proration or reduction of the contribution rate for Papa John's restaurants in a Cooperative based on media coverage, demographics or other factors. The following provisions apply to each Cooperative:

(i) Each Cooperative will be organized and governed in a form and manner conforming to applicable state law but your obligation hereunder to participate in and make monetary contributions to a Cooperative is not dependent on any organizational formalities. Each Cooperative must commence operation on a date that we approve or designate, which, for purposes of this Agreement, constitutes the date that the Cooperative is established. Your contribution obligation will commence on that date (or on the date of this Agreement, if a Cooperative applicable to the Restaurant has already been established at that time).

(ii) Each Cooperative is owned, operated and controlled by its members, provided: (A) no dissolution of a Cooperative by its members will affect the requirement that all restaurants in the area that we have specified must participate in a Cooperative; (B) member contributions to the Cooperative must be expended for the purposes set forth in subsection (iii) of this Section 8.(c) and may not be refunded, distributed or redistributed to members except with our

consent and approval or as required by applicable law; and (C) the terms of this Agreement supersede and will prevail over any contradictory or conflicting: (1) provision of any bylaw or other regulatory document of the Cooperative; or (2) decision or action of the Cooperative or its membership or other governing body. On all matters to be voted on by the Cooperative's membership, each member (including Papa John's and our Affiliates) has one vote for each Papa John's restaurant it owns within the Cooperative's geographical area (excluding non-traditional restaurants).

(iii) Each Cooperative has been or will be organized exclusively for the purposes of producing and conducting general advertising, marketing and promotional programs and activities, including both print and electronic media, for use in and around the applicable geographic area and developing standardized promotional materials for use by the members. Use of member contributions for any other purpose is prohibited and will constitute a breach of this Agreement if you knowingly or intentionally acquiesce or participate in, aid, abet or act in furtherance of any such prohibited use.

(iv) We make contributions to each Cooperative of which we are a member on the same basis as required of comparable Papa John's restaurant franchisees within the System.

(v) No advertising, marketing or promotional programs or materials may be used by the Cooperative or furnished to its members, and no advertising, marketing or promotional activities may be conducted by the Cooperative, without our prior written approval. All such programs, materials and planned activities must be submitted to us for approval in accordance with the procedure set forth in Section 8.(f). Advertising agencies employed by a Cooperative must be approved by us.

(vi) Subject to the provisions of this Section 8, each Cooperative has the right to require its members to make contributions to the Cooperative in such amounts as are determined by the governing body of the Cooperative. If a franchisee elects to reduce contributions to the Cooperative pursuant to Section 8.(a)(iii), the Cooperative may: (A) allocate benefits of the Cooperative's advertising, marketing and promotional efforts, in whole or in part, on a basis reasonably calculated to apportion such benefits according to relative contribution rates (as a percent of Net Sales) of the members; and/or (B) bar such franchisee from serving as an officer or governing board member of the Cooperative.

(vii) You must make your contributions to the Cooperative on the date and in the manner designated by the Cooperative and submit such statements and reports as may be designated from time to time by us or the Cooperative. The Cooperative must submit to us such statements and reports as we may designate from time to time and we have the right to examine or audit the books and records of the Cooperative to ensure compliance with the terms of this Agreement. Amounts contributed to the Cooperative are unencumbered assets of the Cooperative and will not be refunded upon your withdrawal from the Cooperative or upon transfer or closure of the Restaurant, even if such contributions are held by the Cooperative and not expended at the time of such withdrawal, closure or transfer.

(viii) Notwithstanding the foregoing, we, in our sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative or allow a restaurant or member

to contribute at a reduced rate if we determine, in our reasonable judgment, such exemption or reduced rate is warranted by the restaurant or franchisee not receiving full media coverage or by other factors that we, in our reasonable judgment, deem relevant. Such an exemption or rate reduction may be for any length of time and may apply to one or more Papa John's restaurants owned by such franchisee. We may also exempt one or more restaurants owned or controlled by us from the requirement of membership in a Cooperative for such periods as we reasonably deem appropriate. We also have the right to authorize any Cooperative to determine contributions on a different basis (fixed amount, geographic location, etc.). Our decision on any issue concerning Cooperative contributions is final.

(d) Local Advertising. You must submit verification of your local advertising expenditures at such times and in such form as we request from time to time.

(i) Supplemental Advertising. You have the right to conduct, at your separate expense, supplemental advertising, marketing or promotional programs or activities in addition to the expenditures specified herein. All such supplemental programs or activities and all materials to be used in connection therewith must be either prepared or previously approved by us within the 90-day period preceding their use, or approved by us as provided below.

(ii) Telephone and Other Directories. You must, at your own expense, obtain (or contribute to the cost of obtaining) a listing for the Restaurant in telephone and business directories as designated or approved by us (including digital or electronic directories) serving the Territory and each such listing must be of the style, format and size, and in such form, as we may specify from time to time.

(e) National Promotions. You must participate, in compliance with our standards, specifications and directives, in each national promotion that we designate as mandatory for the Chain due to its value to the Chain and for which we, in our judgment, determine that United States restaurant participation is essential to, or a significant element in, the value or success of the promotion. These promotions may include (by way of example and not of limitation or exclusion): (i) offering of premium or other specialty promotional products, which may require you to purchase non-standard inventory items; (ii) customer service incentives; (iii) sponsorships of or association with selected promotional associates; and (iv) advertising promoting the Papa John's brand or customer service features of the System with or without specific product or promotional offers. Except for required purchases of non-standard inventory items, costs you incur in mandatory promotions may be counted towards your minimum advertising expenditure requirements. While we have the right to dictate the products, services, maximum price points and other parameters of national promotions, you have the right to select lower pricing for such promotions in the Restaurant.

(f) Our Approval. Before use by the Cooperative or by you, samples of all advertising, marketing and promotional materials not prepared or previously approved by us within the 90-day period preceding their use, including co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem of any third party, must be submitted to us (to the attention of your designated Papa John's Marketing team contact unless otherwise directed by us) for our approval. If approval is not received within 20 days from the date of receipt by us of such materials, the materials are deemed approved. The Cooperative and you may not use, and must

cease using, any advertising or promotional materials that we may at any time disapprove, regardless of whether we have previously approved any such items.

(g) Our Advertising. We may from time to time expend our own funds to produce marketing or promotional materials and to conduct advertising as we deem necessary or desirable. In any advertising, marketing or promotional efforts conducted solely by or for us, we have the sole discretion to determine the products and geographical markets to be included, and the medium employed and we have no duty or obligation to supply you with any advertising, marketing or promotional materials produced by or for us at our sole expense.

(h) Ownership of Advertising. We are the sole and exclusive owner of all materials and rights that result from advertising and marketing programs produced and conducted, whether by you, us, the Cooperative or the Marketing Fund. Any participation by you in any advertising, whether by monetary contribution or otherwise, does not vest you with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. If requested by us, you must assign to us any contractual rights or copyright that you acquire in any advertising and execute such documents or instruments as we may reasonably require in order to implement the terms of this Section 8.(h).

(i) Internet Website, Social Media and Other Digital or Electronic Marketing. Any internet website, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic marketing channels or media, whether now existing or hereafter created (collectively "Electronic Channels") are deemed "advertising" under this Agreement and will be subject to, among other things, Sections 8.(f) and 8.(h) above. In connection with any Electronic Channel:

(i) If required by us, you will not establish a separate Electronic Channel, but only have one or more Electronic Channel page(s), as designated by us, within our Electronic Channel;

(ii) If we approve, in writing, a separate Electronic Channel for you, then each of the following provisions apply:

(A) Before establishing the Electronic Channel, you must submit to us (to the attention of your designated Papa John's Marketing team contact, unless otherwise directed by us), for our prior written approval, a sample of the proposed Electronic Channel domain name, format, visible content (including proposed screen shots), and non- visible content (including meta tags) in the form and manner that we may reasonably require; you must not establish or use the Electronic Channel without our prior written approval; and you must not modify such Electronic Channel without our prior written approval as to such proposed modification. For the avoidance of doubt, each new post, modification, or submission on an Electronic Channel constitutes "advertising" and is subject to, among other things, Sections 8.(f) and 8.(h) above.

(B) You must comply with our standards and specifications for Electronic Channels as prescribed from time to time in the Manuals or otherwise in writing.

(C) If required by us, you must establish such hyperlinks or other link or connection to our Electronic Channel and others as we may request in writing.

(D) Upon expiration or termination of the Franchise, you must cease use of any Electronic Channel associated with the Restaurant and assign to us or, at our election delete, any domain name or other Electronic Channel page, name or site containing any of the Marks or any words or combinations of words, letters or symbols that are confusingly or deceptively similar to any of the Marks.

The provisions of this Section 8.(i) also apply to Cooperatives.

(j) Contributions from Non-Traditional Locations. Any Non-Traditional Location that we license or franchise under the Papa John's name on or after June 1, 2007 will be required to pay one-quarter (25%) of the then current rates for the Marketing Fund and that Cooperative for the area in which the Non-Traditional Location is located. Notwithstanding the foregoing, if you are the franchisee or licensee of the Non-Traditional Location and also own more than 80% of the Restaurants in the Cooperative, you will not be required to make the Cooperative contribution on behalf of the Non-Traditional Location. If we own 80% or more of the restaurants in a Cooperative, we may exempt the Non-Traditional Location from the Cooperative contribution regardless of whether we operate or license a third party to operate the Non-Traditional Location.

(k) Partnership Marketing. We may establish marketing programs with third parties to promote our brand or their brand, or both ("Partnership Marketing"). If the program solely promotes another brand, we will reimburse any funds paid by the Marketing Fund. These programs may involve electronic media, including Alternative Ordering Systems, or print (including direct mail, box toppers, door hangers, etc.) and you may be required to participate. We expect to receive revenues from these promotions in excess of our direct and allocated expenses associated with securing these programs. After we recover net revenues (amounts paid to us less all direct and allocated expenses incurred to secure such revenues) equal to $2.25 million, we may, in our discretion, contribute a portion of net revenue from Partnership Marketing to the Marketing Fund, up to 30% of such net revenue, provided, that the amount that we so contribute to the Marketing Fund together with the amount that we contribute to the Marketing Fund under Section 5.(g), is limited to $5.0 million in any fiscal year.

(l) Leverage Marketing. We may adopt various marketing programs from time to time that involve merchandise, samples or promotional material to be distributed in Papa John's restaurants or delivered with customer orders, or both (collectively, "Leverage Marketing"). You must participate in these promotions, but you are also entitled to receive any net revenue (revenue minus direct and allocated expenses) paid or payable based on the number of items distributed, identified goals or other criteria for the applicable program. To the extent that we receive net revenue from Leverage Marketing conducted at franchisee-owned restaurants, we will use reasonable efforts to allocate it among all participating restaurants on an equitable basis.

9. Telephone Number. The only customer ordering telephone number assigned to the Restaurant is set forth in Section 25.(m) (the "Telephone Number"). You must not use the Telephone Number for any other business. If you obtain any additional or substitute telephone service or telephone number at the Restaurant, you must promptly notify us and such additional or substitute number will be subject to this Agreement. You acknowledge that, as between us and you, we have the sole right to and interest in all telephone numbers and directory listings associated with the Restaurants or the Marks. Concurrently with the execution of this Agreement, you will execute

and deliver the form of assignment of telephone numbers and listings (the "Telephone Number Assignment"), required by the applicable local telephone service provider or, if the local telephone service provider has no form, our current blank assignment form attached to this Agreement as Exhibit B. You acknowledge that the telephone service provider and all listing agencies may accept this Agreement and/or the Telephone Number Assignment as conclusive evidence of our exclusive right in such telephone numbers and directory listings and its authority to direct their transfer.

Upon termination or expiration of the Franchise or transfer of the Restaurant:

(a) you must cease us the Telephone Number;

(b) you must immediately take any and all actions as may be necessary to transfer the Telephone Number, any other telephone number publicized to customers, and any telephone directory listings associated with the Restaurant or the Marks to us or our designee (or to an approved transferee, if applicable);

(c) we have the right and are hereby empowered to effectuate the Telephone Number Assignment, and, in such event, you will have no further right, title or interest in the telephone numbers and listings, but you remain liable to the telephone service provider for all charges and fees owing to the telephone service provider on or before the effective date of the assignment hereunder;

(d) as between us and you, we have the sole right to and interest in and to all telephone numbers and listings, including listing in online, digital or other electronic directories, associated with the Restaurant or the Marks;

(e) you appoint us as your true and lawful attorney-in-fact to direct the telephone service provider or other directory provider to assign same to us, and execute such documents and take such actions as may be necessary to effectuate the assignment; and

(f) you must immediately notify the telephone service provider or other directory provider to assign the telephone numbers and listings to us. If you fail to promptly direct the telephone service provider or other directory provider to assign the telephone numbers and listings to us, we have the right to direct the telephone service provider or other directory provider to effectuate the Telephone Number Assignment. The telephone service provider or other directory provider may accept our written direction, this Agreement or the Telephone Number Assignment as conclusive proof of our exclusive rights in and to the telephone numbers and listings upon termination, expiration or transfer of the franchise and that such assignment will be automatically and immediately effective upon the telephone service provider's or other directory provider's receipt of such notice from us or you. If the telephone service provider or other directory provider requires that the parties execute the telephone service provider's or other directory provider's assignment forms or other documentation at the time of termination or expiration of the Franchise, our execution of such forms or documentation on your behalf constitutes your consent and agreement to the assignment. You will perform any and all acts and execute and deliver any and all documents as necessary to assist in or accomplish the assignment described herein and the Telephone Number Assignment.

10. Construction, Design and Appearance; Equipment.

(a) Construction. You must construct or remodel the Premises at the Location in accordance with our new construction or remodeling plans and design specifications. You must purchase or lease specific products in accordance with our brand standard specifications as we may reasonably prescribe. Changes to any building plan or signage without our prior written consent will be a violation of this Agreement. You must maintain the interior and exterior in accordance with our brand standard specifications as we may reasonably prescribe. Prior to the opening of the Restaurant or within thirty (30) days of a remodel of the Premises, you shall provide to us a copy of the final Health Inspection and Certificate of Occupancy issued by the relevant authorities.

(b) Signs. You must prominently display, at your expense, the interior and exterior signs per our brand specifications in the form, color, number, location and size, and containing Marks, logos and designs that we designate. Such signs must be obtained from a source designated or approved by us. You must obtain all permits and licenses required for such signs and you are responsible for ensuring that all signs comply with all applicable laws and ordinances. You shall not display in or upon the Premises any sign that was not approved by Papa John's.

(c) Information System. You must: (1) acquire, maintain and use in the operation of the Restaurant the "Information System" (as defined below) for the Restaurant and the right to use, for the Term, the "Designated Software" (as defined below) in the manner specified by us; (2) obtain any and all hardware, peripheral equipment and accessories, arrange for any and all support services and take all other actions that may be necessary to prepare or enable the Information System and the Designated Software to operate as specified by us (including installation of electrical wiring and data cabling, and temperature and humidity controls); and (3) install and use the Designated Software on the Information System, and use such items solely in the operation of the Restaurant in the manner specified by us. You are responsible for all costs associated with the foregoing, including but not limited to transportation, installation, sales, use, excise and similar taxes, site preparation and disposal of retired hardware. You must operate only Designated Software on the Information System. The Designated Software, and all additions, modifications and enhancements thereto, constitute "confidential information," and are subject to the provisions of Section 17 of this Agreement.

(i) Definitions. For purposes of this Agreement, the terms listed below have the meanings that follow them.

(A) "Designated Software" - The software, programming and services that we specify or require from time to time for use by you in the Restaurant. The Designated Software may consist of and/or contain either or both of the following:

(1) Packaged Software. Software purchased and licensed from us or a third party and/or third-party subcomponents that we have the authority to license or sell to you ("Packaged Software") pursuant to and in accordance with agreements that we enter into with such third-party vendors (collectively, the "Packaged Software Agreements").

(2) Proprietary Programs. Proprietary computer software programs that we develop or cause to be developed and that are owned by us or licensed exclusively to us and that we designate for use on the Information System in the operation of a Restaurant, including any modifications, additions or enhancements to such software programs ("Proprietary Programs").

(B) "Information System" The Designated Software and those brands, types, makes, and/or models of communications and computer systems, hardware, network devices, security systems and internet access platforms specified and required by us for: (i) use in the Restaurant; (ii) between or among Papa John's Restaurants and/or us; or (iii) between customers, vendors or suppliers and the Restaurant. The Information System may include, but is not necessarily limited to, hardware and point of sale systems, information storage, retrieval, data transmission systems, third party integrations, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, and security systems.

(ii) Use of Information System. You will record and store all customer transactions on the Information System and in so doing comply with the provisions of any applicable laws and regulations related to data protection and not use the data and information for any purpose other than in the operation of the Restaurant.

(iii) Grant of Software License. We will grant to you, and cause our Packaged Software vendors to grant to you, a nonexclusive, nontransferable, nonassignable license to use the Designated Software, subject to the same terms and conditions under which the Designated Software is licensed to our other franchisees in general. You are bound by the terms of each Packaged Software Agreement. The Designated Software and any data generated by the use of the Designated Software are the valuable, proprietary property and trade secret of us and/or our Packaged Software vendors, and you must use the utmost care to safeguard the Designated Software and any data generated by the use of the Designated Software and to maintain the copyright protection and the secrecy and confidentiality thereof. We have the right to use the data as we determine appropriate, provided, we will: (i) not use or sell the data to any "Competitive Business" (as defined in Section 16.(c)); and (ii) consult with the FAC regarding any sale to or use by a third party of data generated by franchisees (limited to phone numbers, names, street addresses, email addresses and purchase history). We will account for the Net Revenues from the sale to, or use by, third parties of data generated by franchisees as Partnership Marketing under Section 8.(k).

(iv) Access; Enhancements and Changes.

(A) Access to System. We have the right at all times to access the Information System and to retrieve, analyze, download and use the Designated Software and all software, data and files stored or used on the Information System. We may access the Information System in the Restaurant or from other locations, including our headquarters and regional offices. You must store all data and information that we designate from time to time on the Information System. No unauthorized data or information may be stored on the Information System.

(B) Enhancements and Changes. We will notify you of, and you must promptly implement, all upgrades, modifications, enhancements, extensions, error corrections and other changes to Designated Software and the other components of the Information System developed or adopted by us for use in the operation of the Restaurant.

(C) Information Systems Maintenance. You must maintain the Information System in accordance with our published maintenance program, as amended from time to time (which will also be adhered to by our Papa John's restaurants). If you fail to maintain the Information System in accordance with our published maintenance program, you must reimburse any costs that we or our agents incur to bring your Information System up to our standards. The published maintenance program may include a hardware spares program and a preventive maintenance program. Such maintenance is necessary to help ensure the proper functioning of the Information System. You will not attach any device to the Information System without our prior written approval.

(D) Ideas and Suggestions. You must promptly disclose to us all ideas and suggestions for modifications or enhancements of the Information System or any component thereof that are conceived or developed by or for you, and we and our Affiliates have the right to use and license such ideas and suggestions without compensation to you therefor. All modifications and enhancements made to the Information System, together with the copyright therein, are our property (or of the appropriate Packaged Software vendor if we so designate), without regard to the source of the modification or enhancement, and you hereby assign all of your right, title, and interest in any ideas, modifications, and enhancements to us (or the appropriate Packaged Software vendor if we so designate). You must execute any documents, in the form provided by us, that we determine necessary to reflect such ownership.

(E) Removal. Upon expiration or termination of the Franchise, you must: (1) allow our employees or agents to remove the Designated Software from the Information System; (2) immediately return to us the Designated Software, each component thereof, any data generated by the use thereof, all documentation for the Designated Software and other materials or information that relate to or reveal the Designated Software and its operation; and (3) immediately destroy any and all back-up or other copies of the Designated Software or parts thereof, and any data generated by the use of the Designated Software (other than financial information relating solely to you).

(v) On-Site Installation Fee. Our Affiliate, Papa John's USA, Inc. ("PJUSA"), offers installation services for the Designated Software. You are not obligated to use PJUSA's services but installation must be performed by a qualified provider approved by us. If PJUSA installs the Designated Software on your Information System, you must pay to PJUSA upon installation an on-site installation fee (the "On-Site Installation Fee") at its then-current rates, plus all reasonable travel, lodging and other expenses that PJUSA incurs in connection with the installation. In exchange for this On-Site Installation Fee, PJUSA will install the Designated Software on the Information System and provide one or more system installers/trainers at the Restaurant, generally, for a two day install, one day before the Restaurant opens for installation and training and the day the Restaurant opens, for support. This installer/trainer will assist with the configuration and testing of the Information System. If you are opening your first Restaurant, a four-day install will generally be required, unless we approve reduction to a 2 day install. The first 3 days will include installation, testing, configuration and training of your employees in the use of the Information System. The 4th day will be the opening day of the Restaurant and the in- staller/trainer will remain on site at the Restaurant opening for support. PJUSA may also charge additional On-Site Installation Fees, at its then-current rate, each time a modification of additional days or services to the agreed upon installation is performed at the Location. The On-Site Installation Fees does not

include any hardware, supplies, data cabling, electrical wiring, or shelving installation or other site work necessary to prepare the Restaurant of the Information System. These are your sole responsibility. However, some or all of these materials and services may be offered by PJUSA or its agent for an additional fee.

(vi) On-Site Support Fee. You must pay a fee to PJUSA each time on-site support is required for enhancements, modifications or maintenance to the Information System a fee for such on-site support (the "On-Site Support Fee") at its then-current rate. Generally, enhancements and upgrades are accomplished electronically through direct access to the Information System, in which case no on-site support or fee payment is required.

(vii) Help Desk Service Fee. PJUSA may offer software support services for the Information System. If you choose to use these services, you must pay to PJUSA a recurring software support service fee ("Help Desk Service Fee") of, at your election: (A) PJUSA's then-current monthly fee if you subscribe to the Help Desk; or (B) PJUSA's then-current hourly rate, with a ½ hour minimum, if you elect to pay for Help Desk services on a fee-for-service basis. In exchange for this fee, PJUSA will provide general assistance and support for your Information System.

(viii) Software Maintenance Fee. You must pay to PJUSA a monthly software maintenance fee ("Software Maintenance Fee") at its then-current rate. This Software Maintenance Fee covers PJUSA's continuing efforts to enhance, develop and upgrade the Information System, including: functionality for point-of-sale; back office; makeline; delivery and driver technologies; inventory management; reporting and analytics; software maintenance; research and development; upgrades and enhancements to installation media; if any, that we adopt, require or provide. Installation on the Information System, if required, will be charged as described in Section 10.(c)(v).

(ix) Changes in Fees. The On-Site Installation Fee, the On-Site Support Fee, Help Desk Fee, the Software Maintenance Fee and/or per diem charges may be changed by PJUSA from time to time; provided that the Help Desk and Software Maintenance Fees are intended to cover PJUSA's actual costs, including reasonable allocations of direct, actual overhead and other expenses related to the Information System and the services that PJUSA provides.

(x) We may require you to modify, enhance and/or replace all or any part of the Information System and/or the Designated Software at your expense, and you must, within 120 days of receipt of written notice from us, acquire, or acquire the right to use for the remainder of the Term, the modified, enhanced or replacement version of the Information System and/or Designated Software specified by us. You must take all other actions necessary to enable the modified, enhanced or replacement Information System and Designated Software to operate as specified by us. Any such modifications, enhancements, and replacements may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional service and support services. You acknowledge that changes or advancements in technology are likely to occur and that the timing and pace of such changes or advancements are not predictable. We have the right to establish reasonable new standards for implementation of new technology as part of the System and you will promptly adopt and implement such new standards as if this Agreement were periodically revised for that purpose.

Such new standards may apply to the Information System or the Alternative Ordering Systems or may consist of entirely new technologies that we, in our discretion, determine are valuable enhancements or additions to the System.

(xi) Warranties and Limitation of Liability. We represent and warrant to you that if we sell or license the Proprietary Programs to you: (A) we will have all rights, licenses and authorizations necessary to license the Proprietary Programs to you, subject only to nonexclusive licenses granted to others; and (B) the Proprietary Programs will not, and as a result of any enhancements, improvements or modifications provided by us will not, to the best of our knowledge, infringe upon any United States patent, copyright or other proprietary right of any third party. If your use of the Proprietary Programs as provided by us is enjoined as a result of a claim by a third party of patent or copyright infringement or other violation of proprietary rights, we will, in our sole discretion, either: (1) procure for you the right to continue use of the Proprietary Programs as contemplated hereunder; or (2) replace the Proprietary Programs or modify it such that there is no infringement of the third party's rights; and such action by us will be your sole and exclusive remedy against us in such event. We do not represent or warrant to you, and expressly disclaim, any warranty that the Proprietary Programs are error-free or that the operation and use of the Proprietary Programs by you will be uninterrupted or error-free. We have no obligation or liability for any expense or loss incurred by you arising from use of the Proprietary Programs in conjunction with any other computer program. Without limiting the generality of the foregoing, you are solely responsible for inputting into and configuring the Information System to accommodate information of local applicability, including state and local taxability of goods and services sold or provided in the Restaurants and state and local sales tax rates.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE DESIGNATED SOFTWARE OR ANY PORTION THEREOF, INCLUDING ANY PROGRAM DOCUMENTATION OR OTHER MATERIAL FURNISHED HEREUNDER, OR ANY COMPONENT THEREOF, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO ARE EXPRESSLY EXCLUDED. WE HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES.

(d) Maintenance, Remodeling, Re-equipping, Enhancements and Replacements. You must at all times to maintain the Restaurant in accordance with our standards, and, within 90 days from the date of written notice from us, remodel or re-equip or perform maintenance at the Restaurant in accordance with the specifications we provide. Such maintenance, remodeling and re-equipping may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and; and purchasing more efficient or improved equipment. We may require you to perform maintenance and remodeling and to purchase equipment at such times as we deem necessary and reasonable; provided, that we may not require any significant remodeling of the Restaurant during the first two years of the Term (this restriction is not applicable to any Renewal Term even if a new Franchise Agreement is executed in connection with the renewal of the Franchise). You must use a licensed commercial general contractor for any repairs or remodels of the Restaurant and provide us with their applicable contract information and proof of liability insurance upon request. You acknowledge that we cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the Restaurant, equipment, signage, the Information System or other items. YOU ACKNOWLEDGE

THAT EQUIPMENT, ADDITIONS, ENHANCEMENTS, ALTERATIONS, MAINTENANCE AND RENOVATIONS REQUIRED BY US MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM.

11. Operations; Standards of Quality; Inspections.

(a) Principal Operator. You must designate an individual to serve as the "Principal Operator" of the Restaurant, provided, if you are developing and operating multiple Restaurants pursuant to a Development Agreement, you need designate only one Principal Operator for your operation, not one for each Restaurant. The Principal Operator must meet the following qualifications:

(i) The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant, payable after the end of each Period, and also has the right to acquire not less than a 5% equity interest in you within 12 months of his or her hire date, which rights must be evidenced by a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator.

(ii) The Principal Operator must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all the provisions of the Owner Agreement.

(iii) The Principal Operator must be a person approved by us who completes, to our satisfaction, our initial training requirements and participates in and successfully completes, to our satisfaction, all additional training that we reasonably designate.

(iv) The Principal Operator must be proficient in writing and speaking English, to ensure compliance with our operational standards and to ensure efficient communications with customers and us.

(v) The Principal Operator must interact with us and our representatives in a positive, constructive and respectful manner.

If, at any time for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above. Any sale or transfer of any portion of the Principal Operator's interest in you, if any, that would reduce the Principal Operator's equity interest or voting rights in you to less than 5% of the total constitutes a transfer of an interest, subject to the terms and conditions of Section 14 hereof; and any failure to comply with such terms and conditions constitutes a default by you under this Agreement. However, if the Principal Operator owns 5% or less of you, then a transfer of the Principal Operator's interest to you, another shareholder, member or partner of you or to a successor Principal Operator does not require our consent, is not subject to our right of first refusal and no transfer fee is required.

You must promptly notify us in writing of any such transfer and provide all information about the transferee and the terms of the transfer as we may reasonable request.

(b) Management of the Restaurant. The Principal Operator must personally devote his/her full time and best efforts to the management and operation of the Restaurant in order to ensure compliance with this Agreement and to maintain our high standards. Management responsibility includes: presence of the Principal Operator or designated manager at the Restaurant during all business hours; maintaining the highest standards of product quality and consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; and supervising employees to ensure that the highest standard of service is maintained.

(c) Compliance with Our Standards. You have full responsibility for the conduct and terms of employment for your employees and the day-to-day operation of your business, including hiring, termination, pay practices and any other employment practices. However, in order to ensure compliance with the quality standards and other requirements of the System, you must operate the Restaurant through strict adherence to the standards, specifications and policies of the System as they now exist, and as they may from time to time be modified. Such standards and policies include: (i) specifications and preparation methods for food and beverages; (ii) days and hours of operation; (iii) menu items and services offered; (iv) requirements and specifications for uniforms and/or attire of Restaurant personnel; (v) use of specified emblems and Marks on containers, bags, boxes, napkins; and (vi) methods of payment accepted from customers; (vii) data privacy and security (viii) cleanliness, sanitation and public health precautions and procedures; and (iv) handling of customer complaints. You acknowledge that our specifications and standards with respect to public health or safety, or the health or safety of employees and data privacy and security may be stricter or more rigorous than the requirements of applicable laws and that you must in all cases adhere to our standards and specifications.

(d) Training. You must, at your own expense, conduct such training and instruction, using such materials, equipment, and supplies, as we reasonably require from time to time. Should any employee or prospective employee of yours perform work that in our reasonable judgment requires additional operational training, skills or knowledge, such employee must take part in such additional training and instruction. You are solely responsible for all wages, travel and living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide or require. You agree not to employ any person who fails or refuses to complete applicable training programs or is unqualified to perform his or her duties in accordance with the requirements established for the operation of a Papa John's Restaurant. You acknowledge and understand that ensuring applicable training programs for employees of the Restaurant are completed and training your employees to follow safe and proper procedures for the operation of the Restaurant will remain your sole responsibility even if, from time to time, you obtain training materials, tools, and advice from us or our affiliates about these topics. You further acknowledge and understand that it is not our responsibility or duty to implement any employment or staffing training programs, nor do we have the responsibility or duty to instruct your employees about matters of safety and security in or around the Restaurant or delivery service area or on the way to or from the Restaurant. By providing training materials, tools, and advice, we do not assume any of your responsibilities or duties.

(e) Manuals. We will lend to you one or more manuals that contain: (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by us; and (ii) information relative to other obligations hereunder and the operation of the Restaurant (the "Manuals"). The Manuals remain our sole property and contents are considered proprietary information of Papa John's. We may, from time to time, revise the contents of the Manuals. To the extent that we deem it necessary or appropriate, we will provide you with policy and procedure statements or other written notice of specifications, standards and procedures. You must promptly adopt and use the formulas, methods, procedures, policies, menus, recipes, food products and other standards and specifications contained in the Manuals, policy and procedure statements and other written notices as issued and/or as modified from time to time by us. All information in the Manuals, policy and procedure statements and other notices constitutes confidential information and trade secrets, subject to the provisions of Section 17. You will not copy any part of the Manuals or any other communication or information provided by us.

(f) Variations in Standards. You will not implement any change to the System without our prior written consent. However, because complete and detailed uniformity under varying conditions may not be possible or practical, we reserve the right, in our sole discretion and as we may deem in the best interests of you, other franchisee(s) or the Chain, to vary the System, including specific standards, policies and/or procedures, within the Restaurant or any other restaurant(s) in the Chain based upon peculiarities of a particular location or circumstances, including: density of population and other demographic factors; size of the Territory; business practices or customs; and any other condition that we deem to be of importance to the operation of such restaurant(s) or the Chain. You acknowledge that because of these factors and others, there may be variations from standard specifications and practices in the Chain and that you are not entitled to require us to grant like or similar variations or privileges to you.

(g) Your Developments. We have the right to use and incorporate into the System for the benefit of other franchisees and us any modifications, ideas or improvements, in whole or in part, developed or discovered by you or your employees or agents, without any liability, payment or obligation to you or the developer thereof.

(h) Compliance with Laws and Other Business Practices. You will ensure that your operation of the Restaurant is at all times in compliance with all applicable laws, ordinances, rules and regulations of all governmental bodies, including, without limitation; all federal and state wage and hour laws and regulations; all laws and regulations relating to antitrust, restraint of trade, unfair competition or unfair or deceptive trade practices; all applicable tax laws, including sales tax, payroll tax and income tax laws and regulations; workers compensation and other insurance laws and regulations; and all laws and regulations relating to public health or safety or health or safety of employees. As part of your responsibility to comply with all applicable tax laws, you must collect, at the applicable time of sale, all sales and use tax exemption certificates and documentation (which must be properly completed) that you are required to collect in connection with sales that are exempt from sales and use taxes, and you must retain all such exemption certificates until the applicable statute of limitations has expired. It is your sole responsibility to determine the provisions and requirements of applicable law and to ensure your compliance. We do not represent that we have detailed knowledge of the laws and regulations of the state, locality or other legal jurisdiction in which the Restaurant is located. In any case, we do not dispense legal advice to you and therefore we do not

undertake to evaluate or make any judgment with respect to your compliance with applicable law. However, under Sections 19.(b) and 19.(c), we reserve the right to invoke our contractual remedies if you are found to be in violation of any law or regulation by the legal authority charged with enforcement of such law or regulation or via a civil proceeding, or if any such violation otherwise comes to our attention. You agree to secure and maintain in force all required licenses, permits and certificates. You shall file all tax returns and pay all taxes before they become delinquent. Furthermore, if you are subject to any withholding taxes on royalty fees or other payments due, you shall provide us with quarterly evidence that such tax has been remitted to the appropriate governmental agency on a quarterly basis. Additionally, if requested, you shall provide us with quarterly evidence of proper sales tax exemption certificates for any sales to tax exempt groups (i.e. schools, churches, and other non-profits).

(i) PCI Compliance. You agree to abide by the Payment Card Industry Data Security Standards enacted by the applicable Card Associations, applicable to your business. If you know or suspect a security breach, you shall immediately notify us. You shall promptly identify and remediate the source of the compromise. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning your customers. We will use commercially reasonable efforts to ensure that any required technology complies with applicable law, assuming you properly operate and maintain the technology.

(j) Anti-Terrorism Measures. You and your owners acknowledge that Executive Order 13224 (the "Executive Order") prohibits transactions with terrorists and terrorist organizations and that the government of the United States has adopted and may in the future adopt other anti-terrorism measures (the "Anti- Terrorism Measures"). You certify that neither you or your owners nor any of your employees, affiliates or any other person or entity associated with the Store is: (1) a person or entity listed in the Annex to the Executive Order; (2) a person or entity otherwise determined pursuant to the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism (such a person or entity and those persons and entities listed in the Annex to the Executive Order are referred to herein as "Terrorists"); (3) a person or entity who assists, sponsors or who supports Terrorists or acts of Terrorism ("Sponsors of Terrorism"); or (4) owned or controlled by Terrorists or Sponsors of Terrorism. Furthermore, you covenant that neither you or your owners, nor any of your employees, affiliates or any other person or entity associated with the Store shall, during the term of this Agreement, become a person or entity described in clause (1), (2) or (3) above, or shall otherwise become a target of any Anti-Terrorism Measures. Should you or any of your owners, employees, affiliates, or any person or entity associated with the Store, violate the provisions of this paragraph, we will have the right to immediately terminate this Agreement.

(k) Privacy and Data Protection. You will: (i) comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of information that can be used (alone or when used in combination with other information within your control) to identify, locate or contact an individual or pertains in any way to an identified or identifiable individual ("Personal Information") in any way, including, but not limited to, national and state data protection laws, laws regulating marketing communications and/or electronic communications, information security regulations and security breach notification rules ("Privacy Laws"); (ii) employ administrative, physical, technical and organizational safeguards that:

(a) are designed to prevent the unauthorized collection, access, use and disclosure of Personal Information ("Safeguards"); and (b) meet or exceed industry standards regarding Safeguards, including payment card industry ("PCI") standards, norms, requirements and protocols to the extent applicable; (iv) comply with all Safeguards that have been and are in the future developed and compiled by us that relate to Privacy Laws and the privacy and security of Personal Information; (v) refrain from any action or inaction that could cause us to breach any Privacy Laws; (vi) do and execute, or arrange to be done and executed, each act, document and thing we deem necessary in our business judgment to keep us in compliance with the Privacy Laws. You will be fully responsible for any unauthorized collection, access, use and/or disclosure of Personal Information arising from your action or inaction. You will immediately notify us in writing of any breaches or suspected breaches of security (either electronic or physical) that may result in the unauthorized collection, access, use or disclosure of Personal Information or (ii) if you receive any oral or written notice of inquiry, investigation or review from any individual or administrative agency (such as the Federal Trade Commission or State Attorney Generals' offices or other similar agency in countries outside of the U.S.) that arises out of, relates to or affects Personal Information within your control. You will comply with our requests and make all reasonable efforts to assist us in relation to the investigation and remedy of any such breach of security and any claim, allegation, action, suit, proceeding or litigation with respect to the unauthorized access, use or disclosure of the Personal Information. We will use commercially reasonable efforts to ensure that any required technology complies with applicable law, assuming you properly operate and maintain the technology.

(l) Courtesy; Cooperation. At all times and under all circumstances, you and your Principal Operator and other employees will treat all customers and other persons, including our agents, officers, and employees, with the utmost respect and courtesy and fully cooperate with us and our agents, officers and employees in a positive, constructive and respectful manner in all aspects of the franchise relationship.

(m) Inspections. An agent, officer or employee of ours may make inspections of the Restaurant to ensure compliance with all required standards, specifications and procedures of the System, this Agreement and the Manuals. Our representative may inspect the condition and operation of the Restaurant and all areas of the Restaurant at any time during normal business hours. Such inspections may include: (i) reviewing sales and order forms; (ii) observing the Principal Operator, managers and all your other employees; (iii) interviewing any such persons; (iv) interviewing customers of the Restaurant; and (v) conducting any type of audit or review necessary to evaluate your compliance with all required standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of the Restaurant, as we consider necessary or appropriate to ensure compliance with the then-current quality standards and other requirements of the System and to protect the goodwill and image of the Chain. To the extent a non-privileged, written report is generated, we will provide a copy to you or your Principal Operator following each inspection stating our findings and recommendations on the operation of the Restaurant. We will advise you from time to time of operating problems of the Restaurant disclosed by reports submitted to or inspections made by us or our designee. By providing advice, certifications or suggestions, we do not assume any of your responsibilities or duties.

(n) Guidance. You acknowledge and understand that it is not our responsibility or duty to operate the Store and we do not have the legal right to direct your employees in the operation of the Restaurant. Those functions remain your sole responsibility and duty. Further, you understand that the assistance provided to you under this Section 11 does not obligate us to provide

the accounting, bookkeeping, administrative, inventory control or marketing services required for the operation of the Restaurant or to otherwise operate the Store. By providing advice or suggestions, we do not assume any of your responsibilities or duties.

12. Products; QCCs; Menu.

(a) Products. You must use only those food items, ingredients, beverages, cooking materials, containers, boxes, cups, packaging, menus, uniforms, and other products and materials in the operation of the Restaurant as we designate or approve. You may be required to purchase from us or our Affiliates certain products that involve trade secrets or that have been specially prepared by us or at our direction or that we consider to be integral to the System. We may require that certain products be purchased from one or more designated suppliers. Products other than those required to be obtained from us or a designated supplier may be purchased from any source, provided that the particular supplier and products (including delivery arrangements) have been approved by us, which approval will not be unreasonably withheld. We may, from time to time, amend the list of approved products and suppliers. You acknowledge that we, our Affiliates or the Marketing Fund may, from time to time, derive revenue from designated or approved suppliers based on the sale of products to you and our other franchisees. We will disclose all such revenues and the identity of the suppliers to you, but we are entitled to retain such revenues for our or our Affiliates' own use and credit without obligation to you. To the extent such revenues are generated from sales by "PJFS" (as defined below), they will be included (net of expenses and allocations) in the disclosure of PJFS's income. PJFS will not unreasonably require you to purchase a non-proprietary item as a condition to purchasing a confidential or proprietary item that can be purchased only from PJFS.

(b) Quality Control Centers. PJ Food Service, Inc. ("PJFS") currently supplies designated and approved products to Papa John's restaurants owned by us or our Affiliates and those of our franchisees from quality control centers that are owned and operated either by PJFS or us (the "QCCs"). PJFS is currently the only designated supplier of dough, prepared pizza crusts and Papa John's proprietary pizza sauce for use by Papa John's restaurants and you must purchase dough, prepared pizza crusts and pizza sauce from PJFS or a designated representative unless and until such time as a successor supplier of dough, crusts and/or pizza sauce is designated. PJFS has no obligation to continue supplying you or to continue to operate a QCC. If PJFS ceases operating a QCC capable of supplying the Restaurant, or terminates service to you (other than as a result of the termination or expiration of the Franchise or your failure to timely pay for your purchases), we will provide you with the name, address and phone number of an alternative approved supplier(s) and the products to be purchased from such supplier(s). All purchases by you from the QCCs are on the reasonable terms and delivery policies and procedures specified from time to time by PJFS, including payment and credit terms and your provision of safe and unobstructed access to the Restaurant for the purpose of effecting both attended and unattended deliveries, including dates and times which may be designated by PJFS, which may include times when the Restaurant is closed. PJFS, through us, reserves the right to specify different terms for different franchisees. We make no representations or warranties about any of the services performed by or any of the products produced or sold by or through PJFS or any other designated or approved supplier.

(c) Alternative Suppliers. If you desire to: (i) use any equipment, supplies or other products not previously designated and approved by us; (ii) obtain designated products from a

source of supply not previously approved by us; or (iii) offer any non-standard menu item or service in the Restaurant; you must furnish to us for our prior approval, free of cost, samples of such products (or a description and demonstration of any such service) in reasonable quantities, its cartons, containers and packaging and wrapping material, the quality and style of which will be subject to our approval. Such distributor, supplier, products or services will be approved for use in the Restaurant only upon your receipt of written approval from us. We may withdraw our approval of any previously approved supplier, products or services and you must cease using such products, supplier and/or services upon receipt of written notice from us. In connection with our investigation and review of any alternative supplier identified and submitted for approval by you (including re-qualification of any supplier that, after our initial qualification and approval, fails to adhere to or maintain our quality standards or specifications) or investigation and review of any non-standard menu item that you desire to offer, you must reimburse to us all of our reasonable expenses incurred in investigating such alternative supplier or establishing standards for, and approving the offering of such non-standard menu item or service and the supplier(s) thereof (or ingredients therefor, as the case may be), in each case including all travel, lodging and meal expenses of our employees or agents, and regardless of whether we approve or disapprove such alternative supplier or non-standard menu item. We will not unreasonably withhold, condition, delay or revoke approval of any qualified third-party product or supplier.

(d) Commercial Terms. We have no responsibility for the commercial terms of transactions between you and your distributors and suppliers, including payment and credit terms. The terms and conditions of your purchase of goods from suppliers (including our Affiliates) will be upon the terms and conditions established by such suppliers from time to time, or through your independent arrangements with such distributors or suppliers. Except for the payment provisions of Section 3.(e), this Agreement does not establish the commercial terms of any purchase and sale transaction between you and any supplier (including our Affiliates). To protect the business reputation, image and goodwill of the System and the Chain, you must promptly and within the due time allowed, make payment to all suppliers of goods and services sold or provided to you in connection with the construction, equipping and operation of the Restaurant, including us, our Affiliates, and our designated suppliers, excepting only non-payment resulting from a bona fide dispute with a vendor. We will disclose to the FAC the terms of purchases from designated or approved suppliers, including all revenues, rebates, and discounts that the supplier provides to or for the account of Papa John's franchisees or their affiliates. Your failure to timely pay for purchases from our designated or approved suppliers (including our Affiliates) may restrict your ability to obtain further service or products from such suppliers. Our designated and approved suppliers (including our Affiliates) may enforce their respective credit terms and invoke their contractual remedies, including suspension or termination of service to the Restaurant, regardless of whether we have determined that you are in breach or default under this Agreement.

(e) Menu Items. You must: (i) offer for retail sale, and carry on your menu, only those types, sizes, styles and brands of pizza, pizza dough, pizza sauce, toppings, beverages, and other products as we specify from time to time; (ii) offer all menu items and services that we specify or designate from time to time as mandatory for the System, including (A) items that are temporary promotion items, and (B) non-food items that are integral to Chainwide or national promotional programs; (iii) make all menu items specified by us available for carry-out and delivery service from the Restaurant; and (iv) offer only approved services at or from the Restaurant or under

or in connection with the Marks. You will not sell or carry on your menu any food items or other products, or provide any services, that we have not specified or approved.

(f) Pricing. You have the sole responsibility for establishing your prices, provided however: (i) we may set mandatory maximum price points for national promotions to the extent permitted by law; (ii) you will not make or collect any delivery charge or other separate charge for delivered products, regardless of how named or characterized, without our reasonable approval; and (iii) you will not enter into any agreement, arrangement or concerted practice with any other person whatsoever, in violation of any applicable law.

13. Accounting and Reports.

(a) Accounting. We may lend to you and/or the person(s) who will be preparing your reports and financial statements for each Period or year-end one or more manuals, whichmanual(s) may contain mandatory and/or optional accounting procedures, forms, chart of accounts and other items deemed relevant or necessary by us. You must direct your bookkeeper/accountant to follow all mandatory policies, procedures, forms, formats and other items set forth in such manuals. The accounting manual(s) constitute part of the "Manuals" as defined in this Agreement.

(b) Recordkeeping. You must: (i) establish and maintain accounting and record keeping systems substantially in accordance with the specifications and procedures provided by us and as amended from time to time, including maintaining accounting records on a basis enabling or facilitating reporting to us according to monthly or multi-week periods designated by us (each such accounting period is referred to as "Period"); (ii) make all such records available to us upon request; and (iii) maintain and preserve, for at least five years from the date of preparation, full, complete and accurate books, records and accounts.

(c) Periodic Reports. Upon our request, you must deliver to us: (i) a statement, in the form prescribed by us, of the revenues and expenses of the Restaurant for the immediately preceding Period; and (ii) such other records and reports as are requested by us, including bank statements, sales and expense forms and reports, and a current balance sheet.

(d) Year-End Reports. Within 120 days following your fiscal year end, you must provide us with copies of your financial statements, including an income statement for the fiscal year just ended and a balance sheet as of the end of such fiscal year, which financial statements must be prepared in accordance with generally accepted accounting principles applied on a consistent basis. You must: (i) furnish us with copies of all state sales tax returns as we request from time to time; and (ii) promptly notify us if any such return is not timely filed, or if any extension is filed, and the reasons therefor.

(e) Examinations and Audits. We or our designated agents have the right, at all times and upon reasonable notice, to review all your sales and expense records and reports that relate to the Restaurant, as well as all sales and use tax exemption certificates that you are required to collect and retain, and to examine or audit your books and records and to make copies of all such items. If any such examination or audit discloses any underpayment of the Royalty, Marketing Fund payments, or any other sums or fees owed to us and/or any of our Affiliates, you must immediately pay the deficient amount plus interest thereon from the date due until paid, at a rate equal to the lesser of

12% per annum or the maximum amount permitted by applicable law. All payments received will first be credited against interest due and then against other payments due. If such an examination or audit discloses an understatement in any statement or report of 5% or more, you must, in addition to the above provision, reimburse us for the cost of having your books examined or audited. The foregoing are in addition to any other rights or remedies we may have, including the termination of the Franchise granted herein.

14. Transfers; Our Right of First Refusal.

(a) Transfer Defined. For purposes of this Agreement, "transfer" means any issuance, sale, assignment, gift, grant, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, or transfer in substance of a beneficial interest in the Restaurant or all or a substantial part of its assets (including transfer of an interest in or right to receive the profits of the Restaurant or the obligation to bear the risk of loss incurred in the operation of the Restaurant) even if not formally styled as a transfer of ownership of the Restaurant, and any ownership or structural changes in you or any beneficial owner in you, including any merger, reorganization, issuance of additional shares or classes of stock or additional membership or partnership interests.

(b) Assignment by Us. We may assign this Agreement or any or all of the rights, interests, benefits or obligations arising hereunder without restriction. Upon any assignment of this Agreement by us, we will be automatically released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

(c) Transfers by You. Your rights and interests under this Agreement are and remain personal to you. You recognize that we have granted the Franchise in reliance on your business and financial capacity and other attributes, and in reliance upon the Owner Agreement. Accordingly, neither you nor any beneficial holder of any capital stock or other ownership interest in you (if you are a corporation or other entity) may, without obtaining our prior written consent, transfer: (i) any interest in the Franchise or this Agreement (including any security interest); (ii) any material portion of your assets or the assets of the Restaurant; or (iii) any stock or other ownership interest in you or in any owner of you; except as provided in this Section 14.(c). Our consent to a particular transfer does not constitute consent to any subsequent, modified or different transfer.

(i) Restricted Transfers. Except for Permitted Transfers as described in subsection 14.(c)(viii) below, you must give us at least 45 days prior written notice of any intended transfer of any of your rights or interest under this Agreement or the proposed transfer of any interest in you, the Restaurant or any material portion of your assets or the assets of the Restaurant. Subject to the conditions set forth in Section 14.(c)(vi), below. We will not unreasonably withhold our consent to a proposed transfer.

(ii) Right of First Refusal. Irrespective of the qualifications or acceptability of any prospective transferee, we have the first right and option to purchase the interest intended or proposed to be transferred at the same price and on the same terms between you and the prospective transferee contained in the notice, except that:

(A) any proposed closing date or other deadlines or dates certain contained in the notice may be postponed as reasonably necessary or appropriate to accommodate our 45-day evaluation period as described below;

(B) our right of first refusal applies to transfer of the real property of the Location only if the proposed transfer includes, or is part of a series of separate transfers that include, transfer of the Restaurant and/or the Franchise;

(C) we will not be bound by any term or condition in the notice that purports to waive, nullify or alter our right of first refusal or condition or restrict our exercise thereof, that purports to bind or place an obligation on us rather than on you or your proposed transferee, that purports to trigger a termination of the transaction or give you the right to withdraw from the transaction if we exercise our right of first refusal or that purports to be or would in effect constitute an amendment to this Agreement;

(D) if the Restaurant or interest therein or in you is being transferred together with other assets or interests not directly related to the Restaurant or its operations, we may exercise our right of first refusal with respect to the Restaurant or interest therein or in you separate and apart from such other assets or interests and we will not be obligated to purchase any other assets or interests in order to exercise our right of first refusal with respect to the Restaurant, interest therein or in you;

(E) we will not be bound by any allocation of purchase price between the Restaurant, interest therein or in you and other assets or interests that we are not obligated to purchase; and

(F) our purchase option does not apply to Permitted Transfers or Conditional Transfers (as defined in Section 14.(c)(vii) below).

(iii) Review Period; Exercise. Our right commences and is exercisable for a period of 45 days from the date we receive written notice of the proposed transfer, provided, if you are transferring the Restaurant as part of a single transaction or a series of related or substantially contemporaneous transactions involving 50 or more Papa John's restaurants, we may, at our option, extend the exercise period for an additional 15 days, upon written notice to you. To be effective, the notice of proposed transfer must include, at a minimum:

(A) the name of the proposed transferee and the name and address of each proposed owner thereof;

(B) a fully executed Letter of Intent in substantially the form attached as Exhibit C or a fully executed sales agreement containing the material terms of the proposed transfer;

(C) copies of all leases (and deeds for the Restaurant(s) if real property is included in the sale);

(D) an income statement for each Restaurant for the full prior year and year-to-date for the current year, unless the notice of transfer is delivered during the first fiscal quarter of a year, in which case income statements for the previous two years must be submitted; and

(E) a listing of the material assets to be conveyed.

During this 45-day period (or, if extended, 60-day period), you must give us or our designated representatives or agents access to the Restaurant(s) to inspect facilities, signage and equipment and we may contact landlords as necessary. If we exercise our right of first refusal and no form of purchase agreement is provided with your notice, the transfer to us must be completed pursuant to our then standard transfer agreements, including, but not limited to, our standard Asset Purchase Agreement, Bill of Sale, and Assignment of Lease. We may assign our first right and option to an Affiliate at any time during our 45-day (or, if extended, 60-day) evaluation period.

(iv) Valuation. Should the proposed transfer not involve payment of any consideration or involve the payment of any non-cash consideration, we have the option to purchase the interest at a price equal to the fair market value of such interest. We may determine the fair market value using fair and reasonable methods. We will make such determination as promptly as practicable, but in no event later than 45 days (or 60 days, if extended as provided herein) after we have received fully complete notice of the intended transfer, including all items specified above. If you disagree with the value as we determine, then you and Papa John's must each hire an appraiser (or a single appraiser, if you and Papa John's so agree) to value the interest. If the appraisals are within 10% of each other (measured from the higher of the two appraisals), then the difference between the two will be equally divided to establish the price at which we may exercise our first right and option. If the difference between the appraisals is greater than 10%, then the issue of the fair market value of the interest will be determined by a third appraiser selected by the other two appraisers and whose decision will be final and binding, except that it may not be lower or higher than the lowest appraisal and highest appraisal, respectively, determined by the first two appraisers. In a case described in 14.(c)(ii)(E) above, our purchase price for the assets of the Restaurant, interest therein or in you as a result of our exercise of our right of first refusal will be the fair market value thereof as determined in the same manner as provided above for transfers involving non-cash consideration.

(v) Approved Transfers. If we decide not to exercise our right of first refusal, and if we approve the transfer in writing, you (or the transferor of an interest in you) may make the proposed transfer on the exact terms and conditions specified in your notice to us, within 60 days after the expiration of our first right and option. If there is any change of the proposed transferee or material change in the terms of the transfer or the assets or interest(s) to be transferred or if the transfer is not consummated within such 60-day period, you may not thereafter make any transfer without again complying with this Section 14.(c). You must keep the bank account designated for the Payment Methods (as provided in Section 3.(e)) open for a minimum of 60 days after the transfer and fund such account in sufficient amounts to permit us to use the Payment Methods to collect amounts owed to us and/or any of our Affiliates in connection with your operation of the Restaurant. In the case of an approved transfer of this Agreement and/or the assets of the Restaurant, the transferee has the option of assuming this Agreement for its then remaining term or executing a new agreement in the form of the then current Franchise Agreement being offered to Papa John's franchisees with a term equal to the remaining Term hereof (except that no Initial Fee will be due); provided that the transferee must make the same election for all Restaurants it is acquiring from you.

(vi) Conditions on Transfer. We will not unreasonably withhold, delay or condition our consent to a proposed transfer if all of the following conditions are satisfied or waived by us, in our discretion:

(A) we have decided not to exercise our right of first refusal as provided above;

(B) you are then in full compliance with this Agreement and there are no uncured defaults by you hereunder or if we have given you notice of default you cure it within the earlier of the proposed transfer date or the time specified in Section 19, all your debts and financial obligations to us and our Affiliates under this Agreement or otherwise are current and your obligations to the Marketing Fund and each Cooperative of which you are a member are current;

(C) the proposed transferee executes such documents as we reasonably require to evidence that such transferee has assumed your obligations under this Agreement, and if required by us, the proposed transferee executes, and in appropriate circumstances causes such other parties as we require to execute, our then-current form of Owner Agreement, and other then-current ancillary agreements, which documents may be substantially different than those you entered into in connection with this Agreement;

(D) the proposed transferee enters into an Advertising Agreement with the Marketing Fund and also becomes a member of the Cooperative to which the Restaurant is required to contribute;

(E) before the date of the proposed transfer, the proposed transferee's Principal Operator and managers undertake and successfully complete, to our satisfaction, such training and instruction as we deem necessary;

(F) we are satisfied that the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) meets all of the requirements for our new franchisees applicable on the date that we receive notice of the proposed transfer, including, but not limited to, good reputation and character, business experience, restaurant management experience and financial strength and liquidity;

(G) you and any owner transferring an interest in you acknowledge and agree in writing that you and they are bound by the non-competition and confidentiality provisions set forth in this Agreement and in the Owner Agreement (and any similar provision in any other document that either you or they have executed) to the maximum extent allowed under applicable law;

(H) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted by applicable state law, all claims that you or any of them may have against us or our Affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities and, if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated;

(I) you pay to us a transfer fee of $4,000, provided that, if the proposed transfer is of the Restaurant together with one or more other Papa John's restaurants owned by you to more than one transferee not under common ownership, then the total transfer fee will be an amount equal to $4,000 per transferee;

(J) you perform, or the proposed transferee agrees in writing to perform, such maintenance, remodeling and re-equipping of the Restaurant as we specify in writing, which may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and redecorating; and purchasing more efficient or improved equipment; and

(K) the proposed transferee and all owners of any interest in a transferee that is an entity provide to us, at least 45 days before the proposed transfer date, copies of financial statements for the preceding three years, and where applicable, its certificate of incorporation and bylaws, articles of organization and operating agreement (if an LLC) or agreement and certificate of partnership (and any amendments or modifications thereof), minutes and resolutions and all other documents, records and information pertaining to the transferee's existence and ownership as we may reasonably request.

(vii) Conditional Transfers. If a member, partner or shareholder of you proposes to transfer all or a portion of such interest in you to another member, partner or shareholder or to you and such transfer would effect a change of "control" (as defined below) of you or your business operations, such transfer is subject to our prior written consent and we may condition our consent on compliance with all the conditions set forth in Sections 14.(c)(v) and 14.(c)(vi), provided: (A) our right of first refusal does not apply; (B) the transfer fee will be reduced to $2,000; and (C) no maintenance, remodeling or re-equipping of the Restaurant will be required solely in respect of the transfer (but our rights under this Agreement to otherwise require maintenance, remodeling, re-equipping, or enhancement of the Restaurant will not be affected). As used herein, "control" means either: (1) 50% or more ownership interest in you; or (2) the power to direct the conduct or management of your business affairs, with or without majority ownership.

(viii) Permitted Transfers.

(A) No Change of Control. A member, partner or shareholder of you may transfer all or a portion of such stock or other ownership interest in you to another member, partner or shareholder or to you in a transaction that does not effect a change of control of you and such transfer will not be subject to our consent or right of first refusal and no transfer fee will be required. You must promptly notify us of any such transfer.

(B) Transfers to Descendants or Family Trusts. anything to the contrary in this Section, we will not withhold our consent to a proposed transfer of the ownership interests of any owner (the "Owner") of an interest in the Franchisee, either *inter vivos* or upon the death of such Owner, to his or her spouse, immediate family members, direct descendants or a family trust or limited partnership in which the Owner's spouse, another Owner or a state or national bank is the sole trustee or the sole general partner (collectively, a "Trust," and the proposed transfer is referred to as a "Pre-Approved Trust Transfer"); provided, that the Franchisee, the Owner and the Trust agree to:

(1) furnish to us such documents and information concerning the proposed transferee as we may request, including copies of the Trust document, a list of direct and indirect beneficiaries of the Trust (which must be the Owner's spouse, immediate family members or direct descendants via birth or adoption), and an undertaking: (a) by the beneficiaries not to transfer their interests in the Trust without our

prior written approval; and (b) by the Trust that the Trust acknowledges and agrees that ownership interests in you that are held by the Trust remain subject to the transfer provisions of the Franchise Agreements and the Owner Agreement; and

(2) enter into such transfer agreements with us as we may reasonably specify, which agreements may require a transfer of the Agreements to the Trust, a general release by Owner or his/her Authorized Representative, and new personal guarantees from the Trust and/or the beneficiaries of the Trust.

If these conditions are fully satisfied, we will not charge a transfer fee as provided herein; provided, however, that Franchisee or the transferring Owner must instead reimburse us for the out-of-pocket costs (including reasonable attorneys fees), if any, that we incur in connection with a Pre-Approved Trust Transfer effected pursuant to this Section.

(ix) Securities Offers. In the event of any transfer or proposed transfer involving materials or solicitation for an offering of stock, ownership, and/or partnership interests in you or any of your affiliates that are subject to the Securities Act of 1933, the Securities and Exchange Act of 1934, and/or any applicable state blue sky laws you must:

(A) notify us at least 60 days in advance and provide us with any records or documents that we reasonably request;

(B) not include in any offering documents relating to such offering any information, data, forecast or statement to which we reasonably object and not omit any information, data or statement whose inclusion we determine, in our reasonable judgment, is necessary to cause the documents not to be misleading;

(C) include in any offering document or registration filing in connection with the offering, such statements as we reasonably request, such as, by way of illustration and not of exclusion or limitation: (1) that Papa John's is not participating in the offering; and (2) that Papa John's makes no representations concerning the offering and has not verified or joined in any statements or representations made by you in any offering document or filing in connection with the offering.

(D) agree that: (1) our review of any offering will be limited solely to the relationship between you and us (and, if applicable, any of your affiliates and us); (2) we will have the right, but not obligation, to require that you revise the offering materials to remove language that violates the limitations stated above; and (3) we will have the right, but not obligation, to require that you revise the offering materials to add a written statement that we require concerning the limitations stated above. You also agree to reimburse us for our reasonable costs and expenses (including legal and accounting fees) that we incur in connection with our review of those materials; and

(E) agree that after your initial offering, described above, for the remainder of the term of the Agreement, you will submit to us for our review, if requested, all additional securities documents (including periodic reports, such as quarterly, annual, and special reports) that you prepare and file (or use) in connection with any such offering.

15. Death, Incapacity or Dissolution.

(a) Transfer Upon Death, Etc. If you are an individual, upon your death or permanent incapacity; or, if you are a corporation, limited liability company, partnership or other entity, upon the death, incapacity or dissolution of any owner of a 25% or greater interest in you; the executor, administrator, conservator, trustee or other representative of such person or entity must assign such interest in the Franchise, or such interest in you, to us or a third party approved by us; provided, that if the transferee is a Permitted Transferee, our right of first refusal will not apply and no transfer fee will be due. Further, if an approved transfer involves less than 25% of the ownership of you, no transfer fee will be due. If you are or are owned by one or more individuals and any of such individuals dies or becomes permanently incapacitated, and if the law of the jurisdiction where the Restaurant is located so provides, nothing contained in this Section is intended to deny your spouse, heir(s) or personal representative the opportunity to participate in the ownership of the Franchise for a reasonable time after your death or incapacity, provided that: (i) this Agreement is valid and in effect; (ii) the spouse, heirs or representative meets all conditions and qualifications otherwise required of transferees; and (iii) such spouse, heirs or representative maintains and complies with all standards and obligations contained in this Agreement. An assignment under this Section 15 must be completed within a reasonable time, not to exceed nine months from the date of death, permanent incapacity or dissolution and, except as otherwise provided above, will be subject to the terms and conditions applicable to lifetime transfers contained in Section 14, including our right of first refusal.

(b) Management by Us. Pending assignment pursuant to this Section 15, if the Principal Operator ceases managing the Restaurant and another shareholder, member, partner or employee of you that qualifies as the Principal Operator does not assume such obligations, we may, at our sole option, appoint a manager to operate the Restaurant for your account. All expenses of the Restaurant, including compensation, travel and living expenses, and other costs of the appointed manager, and a reasonable per diem fee for our administrative expenses, will be charged to you. Operation of the Restaurant during any such period will be for and on your behalf. The appointed manager will have a duty only to utilize his or her best efforts in the management of the Restaurant and neither we nor the appointed manager will be liable to you or your owners for any debts, losses, liabilities or obligations incurred by the Restaurant, or to any of your creditors for any merchandise, materials, supplies or services purchased by the Restaurant during any period in which it is managed by our appointed manager.

16. Your Operational Covenants.

(a) Limitations on Activities. If you are a corporation, limited liability company, partnership or other entity, you may not at any time during the Term of this Agreement own, operate or have any interest in any other business or business activity other than the operation of Papa John's restaurants pursuant to agreements with us. If you are an individual and are also the Principal Operator, you represent and warrant that you have disclosed to us all businesses in which you have an interest, or are engaged in, and covenant that you will notify us of any intention to participate or engage, directly or indirectly, in any other business activity at least 30 days before undertaking such activity or becoming a party to any agreement or understanding relating to such activity. You must provide us with such information in regard thereto as we may reasonably request and not engage or participate in any such activity unless you receive our written consent.

(b) Execution of Ancillary Documents. Upon our request or direction, at any time, you must cause any person or entity owning any beneficial interest in you, directly or indirectly, to execute an Owner Agreement in the form provided by us.

(c) Your Non-Compete. You covenant that during the Term you will not engage in any of the following activities without our consent:

(i) directly or indirectly, irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other products (excluding soft drinks) that are the same as those sold by Papa John's restaurants on a delivery or carry-out basis, including business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro, Marco's and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready- to-eat food products on a delivery basis (a "Competitive Business"); or

(ii) directly or indirectly, irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business, directly or indirectly, irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service does not in itself constitute a breach of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa John's Chain to any Competitive Business.

To the extent required or permitted by the laws of the state in which the Restaurant is located, the duration or the geographic areas included within the foregoing covenants, or both, may be deemed amended in accordance with Section 16.(h) or Section 25.(b).

(d) Managerial and Supervisory Employees. You covenant that you will use reasonable efforts to cause all persons who are involved in managerial or supervisory positions to be trained and instructed to observe your covenants in this Section 16 and Section 17 as if they were personally and individually bound thereby and to interact with us and our representatives in a positive, constructive and respectful manner.

(e) Copying. You covenant that you will not copy or duplicate our System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, trade dress, plans, software, programs, know-how or other proprietary ideas or information nor convey, divulge, make available or communicate any such information to any third party or assist others in doing so (except as permitted or required by this Agreement).

(f) Validity of Marks and Copyrights; Registrations. You covenant that you will not, either during the Term or any time thereafter, directly or indirectly challenge or contest the

validity of, or take any action to jeopardize our rights in or ownership of, any of the Marks or any registration of a Mark or any Copyrighted Work. If you violate this provision, we will be entitled to equitable, monetary and punitive remedies and any other relief that may be available under applicable law, as well as the recovery of all costs, expenses and attorneys' fees incurred by us as a result of such violation.

(g) Reasonableness of Scope and Duration. You acknowledge that the covenants and agreements contained herein and in Section 20.(a) are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and you covenant that you will not raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. You acknowledge that you have other skills and resources and that the restrictions contained in this Section 16 and in Section 20.(a) will not hinder your activities or ability to make a living either under this Agreement or in general.

(h) Enforceability. We may not be adequately compensated by damages for a breach by you of any of the covenants and agreements contained in this Section 16 and in Section 20.(a). Consequently, in addition to all other remedies we will be entitled to injunctive relief and specific performance in the event of such breach. The covenants contained in this Section 16 and in Section 20.(a) are to be construed as separate covenants, and if any court or arbitrator makes a final determination that the restraints provided for in any such covenant is too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court or arbitrator deems reasonable, and such covenant may be enforced as to such reduced area, activity or time.

17. Trade Secrets and Confidential Information. We have disclosed or may disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurant and as approved by us, you will not, during the Term or at any time after the expiration or termination of the Franchise, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software, programs or methods of operation of the Restaurant or the System. You may disclose to your employees such confidential, proprietary or trade secret information only as is necessary to operate your business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including drawings, materials, equipment, marketing, recipes, and other data, that we designate as secret or confidential is deemed secret and confidential for purposes of this Agreement. Confidential and proprietary information for all purposes under this Agreement does not include information that: (i) at the time disclosed to or obtained by you is in the public domain; (ii) after being disclosed or obtained becomes part of the public domain other than through your breach of this Agreement; (iii) before disclosure was already in your possession, as evidenced by written records kept in the ordinary course of business or by proof of actual use; (iv) was received by you from a third party (other than our Affiliate) and which the third party had a bona fide right to possess and disclose without breaching any duty, obligation or restriction imposed by agreement, operation of law or otherwise; or (v) is independently developed by you without reference to information disclosed to you by us or our Affiliate. Disclosure of information in compliance with lawful legal process will not constitute a breach of this Agreement, provided, that you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies.

18. Insurance.

(a) Types and Extent of Coverage. You must obtain and maintain throughout the Term such insurance coverages with such limits as specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises) under policies issued by carriers rated "B+" or better by A.M. Best Company:

(i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at no less than the actual replacement value of the building (if owned), the contents, and improvements of the Restaurant;

(ii) workers' compensation and other insurance and limits as required by law;

(iii) commercial general liability insurance on an "occurrence" form covering all operations by or on behalf of you, providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for:

(A) Premises and Operations Liability;

(B) Products and Completed Operations Liability;

(C) Independent Contractors Protective Liability;

(D) Blanket Contractual Liability insuring the obligations assumed by you under this Agreement;

(E) Incidental Medical Malpractice; and

(F) Fire legal liability, with a minimum coverage limit of $500,000, unless you own the Premises or have a cross-waiver of subrogation with your landlord.

(iv) Automobile liability insurance, including non-owned automobiles, with limits of liability not less than $1,000,000 combined single limit each accident for bodily injury and property damage combined; and

(v) Umbrella insurance with a minimum of $1,000,000 of coverage, which must expressly provide coverage above the insurance specified in (ii) with regard to employer's liability, (iii), and (iv) above.

Except as otherwise provided in subsection 18.(a)(iii)(F) above, the limits of liability required for the policies specified in (iii) above are: $1,000,000 each occurrence (combined single limit for bodily injury and property damage); $1,000,000 personal injury liability; $1,000,000 aggregate for products - completed operations; and $2,000,000 general aggregate. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the

aggregate limit must apply separately to each location if you operate at more than one location pursuant to multiple franchise agreements with us. We and our designated subsidiaries must be named as an additional insured on all your policies. These are only the minimum coverages required. We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors to assure that you obtain all required coverages as well as any additional types of coverages or higher limits that they may recommend. You must maintain the insurance coverages and amounts listed above, even if using a third- party delivery service. In addition, you should check with your insurance advisor to ensure your non-owned auto insurance policy will cover a loss caused by that service while delivering your product. Papa John's Franchising, LLC must be listed as an additional insured on any insurance policy provided to you by a third- party delivery service.

(b) Other Insurance Requirements. Upon request, you must deliver to us copies of all such policies of insurance and proof of payment therefor; as well as any applicable certificates or insurance. All policies required hereunder must provide that the insurer will endeavor to give us written notice not less than 30 days before the date the coverage is canceled, altered, or permitted to lapse or expire. We may, from time to time, increase the limits of any required policy of insurance. If you fail to obtain or maintain the insurance coverages specified in Section 18.(a), we may, in our sole discretion, obtain and maintain insurance coverage up to the limits and types of coverages specified in Section 18.(a). If we obtain such coverage, you must reimburse us for all costs and expenses that we incur to obtain and maintain such insurance coverage, including all premiums paid or incurred by us.

19. Termination by Us.

(a) Automatic Termination. You will be in default under this Agreement, and the Franchise and all rights granted to you in this Agreement automatically terminate without notice to you, if: (i) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for your business or assets and consented to by you; (ii) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (iii) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (vi) a final judgment against you remains unsatisfied or of record for 30 days or longer (unless an appeal or supersedeas bond is filed); (v) you are liquidated or dissolved; (vi) any portion of your interest in the Franchise becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person claiming against or in your rights; (vii) execution is levied against your business or property; or (viii) the real or personal property of your Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

(b) Upon Notice. The occurrence of any of the following events constitutes a default by you under this Agreement and we may, at our option, terminate the Franchise and all rights granted in this Agreement as a result of such default, without affording you any opportunity to cure the default, effective upon notice of termination by us:

(i) at any time you cease to operate or otherwise abandon the Restaurant by failing to open and operate the Restaurant for three or more consecutive days (except with our consent or as otherwise permitted under this Agreement) or forfeit the right to do or transact business in the jurisdiction where the Restaurant is located or lose the right to possession of the Premises; provided however, that if any such cessation of operation or loss of possession results from the

governmental exercise of the power of eminent domain or if, through no fault of yours, the Premises are damaged or destroyed, then you will have 45 days after either such event in which to apply for our approval to relocate or reconstruct the premises of the Restaurant (which approval will not be unreasonably withheld), provided, that you either relocate or begin and diligently pursue reconstruction of the Restaurant within 60 days after the event;

(ii) except as otherwise permitted in Sections 14 and 15, any owner of more than a 5% interest in you transfers all or part of such interest or you transfer any interest in the Franchise or a material portion of your assets or the assets of the Restaurant without our prior written consent;

(iii) you, or any person or entity owning more than 5% of you, are (or is) proven to have engaged in fraudulent conduct or are (or is) convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude or any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the Marks or the goodwill associated therewith; provided, that if the act or conviction involves your owner, we will not terminate the Franchise if you notify us promptly after you learn of the event constituting the default and within 15 days of the date of the notice, that either: (A) the person or entity that committed the wrongful act has divested his, her or its entire interest in you; or (B) you obtain our consent for such owner to maintain his, her or its ownership interest;

(iv) an approved transfer is not effected within 9 months of your death or incapacity, or the death, incapacity or dissolution of an owner of an interest in you pursuant to Section 15;

(v) you make any intentional, unauthorized disclosure or divulgence of the contents of any Manual or other confidential information provided to you by us;

(vi) you are repeatedly notified of being in material default of any of the terms or requirements of this Agreement, whether or not such defaults are timely cured after notice;

(vii) you fail to comply with any of your covenants set forth in Sections 16 or 17, fail to maintain the insurance coverages under Section 18, or make any material misrepresentations to us or breach any warranty or representation made to us, whether in this Agreement or otherwise;

(viii) you knowingly or intentionally maintain false books or records or submit any false record, statement or report to us; or

(ix) you, by act or omission, materially impair the value of, or the goodwill associated with, the Chain, any of the Marks or the System.

(c) Upon Notice and Failure to Cure. In addition to those defaults provided for under subsections (a) or (b) above, you will be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Except as

provided under subsections (a) or (b) above, we will provide you with written notice and, except as provided in subsection 19.(c)(v) below, 30 days to cure or, if a default cannot reasonably be cured within 30 days, to begin within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. If the defaults specified in such notice are not cured within the 30-day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate the Franchise effective on notice of termination by us. Such defaults include, by way of illustration and not of exclusion or limitation, the occurrence of any of the following:

(i) you fail to construct, remodel, or commence operating the Restaurant in accordance with this Agreement;

(ii) you fail, refuse, or neglect to promptly pay any monies owing to us, our Affiliates or the Marketing Fund or a Cooperative when due, or to submit the financial or other information required under this Agreement;

(iii) any person or entity owning 5% or less beneficial interest in you transfers such interest in violation of this Agreement; provided, however, that we may condition your right to cure such a default upon you immediately notifying us of the unauthorized transfer and taking all actions necessary to either: (A) obtain our approval thereof; or (B) if approval is not desired or the transfer or transferee is not approved by us, to re-acquire the interest so transferred;

(iv) you misuse or make any unauthorized use of the Marks;

(v) you, by act or omission in connection with the operation of the Restaurant, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body or if, in our reasonable judgment, an imminent threat or danger to public health or safety, an imminent hazard to the health or safety of Restaurant personnel, or other threat or danger of immediate and substantial harm to the System or the image and goodwill associated with the System and the Marks results from the construction, maintenance, or operation of the Restaurant (and, in the case of any such imminent threat or danger or any law, ordinance, rule or regulation for public or Restaurant personnel health or safety, we have the right to reduce the cure period to 72 hours and require you to close the Restaurant until the cure is effected); or

(vi) you commit a material breach of the lease for the Premises or suffer or permit the existence of any condition that could result in your default or material breach of such lease.

(d) Materiality of Breaches. A breach or violation of any term, covenant, condition, warranty, representation or other obligation by you constitutes a material breach and default under this Agreement. A breach or default that may be cured under Section 19.(c) and is in fact cured within the cure period specified in or pursuant to Section 19.(c) does not constitute grounds for termination of the franchise except as provided in Section 19.(b)(vi).

20. Obligations upon Transfer, Termination or Expiration.

(a) Post Termination Obligations. Upon transfer, termination or expiration of the Franchise, all rights granted to you under this Agreement terminate and you are obligated to:

(i) immediately cease to operate the business franchised under this Agreement, and not thereafter, directly or indirectly, represent to the public or hold yourself out as a Papa John's franchisee with respect to such business;

(ii) immediately and permanently cease to use, in any manner whatsoever, all confidential information, Designated Software, Electronic Channel, methods, procedures and techniques used by or associated with the System, and the proprietary Marks "Papa John's," "Papa John's Pizza," and all other Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the Papa John's Chain, including in any Electronic Channel or domain name;

(iii) immediately return to us (or, if approved by us, convey to your transferee) any property held or used by you that is owned by us and cease to use, and either destroy or convey to us (or, if approved by us, to your transferee), all signs, advertising materials, displays, stationery, forms and any other materials that bear or display any of the Marks;

(iv) take such actions as may be necessary to cancel any fictitious or assumed name or similar registration that contains the mark "Papa John's" or "Papa John's Pizza" or any other Mark, and furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after transfer, termination or expiration of the Franchise;

(v) if we elect to purchase the assets of the Restaurant pursuant to Section 20.(b) below, assign to us any interest that you have in any lease for the Premises; provided we will use reasonable efforts to effect a termination of the existing lease for the Premises and enter into a new lease on reasonable terms with the landlord, and if we are unable to negotiate an acceptable new lease, we will indemnify and hold you harmless from any ongoing liability under the lease from the date on which we assume possession of the Premises. The assignment of the lease must be made at the same time as we purchase the assets of the Restaurant pursuant to Section 20.(b). If we do not elect to purchase the assets of the Restaurant, you must, within 10 days after termination or expiration of the Franchise, make such modifications and alterations to the Premises as may be necessary to distinguish the appearance of the Premises from that of other Papa John's restaurants and make such specific additional changes thereto as we may reasonably request;

(vi) promptly pay all sums owed to us and our Affiliates and for that purpose you will continue to be obligated under and must comply with the provisions of Section 3.(e)(iii) until the earlier of: (a) 60 days after transfer, termination or expiration of the Franchise; or (b) our notice to you that we will no longer use any of the Payment Methods to collect sums owed to us or our Affiliates. Your payment obligations hereunder include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of your default under this Agreement or the termination of this Agreement and will give rise to and grant, and remain until paid in full, a security interest in favor of us in and against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on the Premises on the date the Franchise terminated and we have the right to set off against and deduct any amounts owed to you by us or any of our Affiliates any or all sums owed to us or our Affiliates that remain unpaid 30 days after termination or expiration of this Agreement;

(vii) If we terminate this Agreement based on your default (including if you abandon or otherwise cease to operate the Franchise), you agree to pay to us, as liquidated damages,

an amount calculated as follows: (a) the average of your monthly Royalty that are due under this Agreement for the twelve (12) months immediately before your abandonment or our delivery of the notice of default (or, if you have been operating for less than 12 months, the average of your monthly Royalty for the number of months you have operated the Franchise); (b) multiplied by the lesser of 24 or the number of months remaining in the then-current term of this Agreement under Section 2 above. Notwithstanding the foregoing, if we approve the closure of the Location according to the then existing Store Closing Policy you will not be charged liquidated damages as described herein.

(viii) immediately deliver to us (or, if approved by us, convey to your transferee) all Manuals, policy and procedure statements, instructions, and other materials related to operating the Restaurant, including brochures, charts and any other materials provided by us and all copies thereof, and neither retain nor convey to another (other than an approved transferee) any copy or record of any of the foregoing and, in the case of expiration or termination of the Franchise, and allow us to remove the Designated Software as described in Section 10.(c)(iv)(E);

(ix) if requested by us, take all further action and execute all documents necessary to convey and assign to us all Telephone Numbers that have been used in the operation of the Restaurant or if we do not so request, cease all use of such Telephone Numbers;

(x) not, for a period of two (2) years after the transfer, termination or expiration of the Franchise (the "Restricted Period"), regardless of the reason for any such termination or expiration, within a 10-mile radius of (1) the Restaurant, or (2) any business location at which we or an Affiliate or our franchisee then operates a Papa John's restaurant,

(A) directly or indirectly, irrespective of whether compensation is provided, enter into the employ of, invest in, assist, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any Competitive Business, or

(B) directly or indirectly, irrespective of whether compensation is provided, engage in any such Competitive Business on your own account, or

(C) become interested in any such Competitive Business, directly or indirectly, irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity, provided that the purchase of a publicly traded security of a corporation engaged in such business or service does not in itself constitute a breach of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation, or

(D) divert or attempt to divert any business or any customers of the Papa John's chain to any Competitive Business.

You are also hereby obligated to comply with the other covenants contained in this Agreement that expressly or necessarily by their terms survive the expiration, termination or transfer of this Agreement, including the covenants not to disclose trade secrets or confidential information contained in Sections 16 and 17.

(b) Asset Purchase Option.

(i) Option. Upon termination of this Agreement by us, upon termination of this Agreement by you without cause or upon expiration of this Agreement, we have the option, exercisable by giving written notice thereof within 15 days from the date of such expiration or termination, to purchase from you all (except as otherwise provided in this Section) the assets used in the Restaurant. Assets subject to this purchase option include leasehold improvements, equipment (including hardware and ancillary equipment components of the Information System), furniture, fixtures, signs and inventory for the Restaurant, but not any real property. We have the unrestricted right to assign this option to purchase. We or our assignee are entitled to all customary warranties and representations given by the seller of a business, including representations and warranties as to: (A) ownership, condition and title to assets; (B) liens and encumbrances relating to the assets; and (C) validity of contracts and liabilities inuring to us or affecting the assets, contingent or otherwise.

(ii) Purchase Price. The purchase price for the assets of the Restaurant will be the fair market value thereof, determined as of the date of termination or expiration of this Agreement in a manner consistent with reasonable depreciation of leasehold improvements owned by you and the equipment, furniture, fixtures, signs and inventory of the Restaurant, provided that the purchase price will not contain any factor or increment for any trademark, service mark or other commercial symbol used in connection with the operation of the Restaurant, any goodwill or "going concern" value for the Restaurant or any value for computer software or other proprietary information of ours that is merely lent or licensed to you and which you are obligated to cease using and/or return to us upon expiration or termination of the Franchise; and further provided that we may exclude from the assets purchased hereunder any equipment, furniture, fixtures, signs and inventory that do not, as determined by us in our sole discretion, meet quality standards for Papa John's restaurants. If you and we are unable to agree on the fair market value of the assets, the fair market value will be determined by an independent appraiser selected by us and you. If you and we are unable to agree on a single appraiser, each party must select one appraiser, who must select a third appraiser, and the fair market value will be the average of the three independent appraisals. The fees and costs of such appraiser or appraisers will be borne equally by you and us. Except as provided above, nothing contained herein restricts the manner in which the appraisers so selected value the leasehold improvements, equipment, furniture, fixtures, signs and inventory.

(iii) Closing. The purchase price will be paid in cash, a cash equivalent, or marketable securities of equal value at the closing of the purchase, which must take place no later than 90 days after receipt by you of notice of exercise of this option to purchase, at which time you must deliver instruments transferring to us or our assignee: (1) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to us or our assignee), with all sales and other transfer taxes paid by you; and (2) all licenses and permits of the Restaurant that may be assigned or transferred. If you cannot deliver clear title to all of the purchased assets as aforesaid, or if there are other unresolved issues, the closing of the sale may, at our election, be accomplished through an escrow. You must, before closing, comply with all applicable legal requirements, including the bulk sales provisions of the Uniform Commercial Code of the state in which the Restaurant is located. We have the right to set off against and reduce the purchase price by any and all amounts owed by you to us or our Affiliates, and the amount of any encumbrances or liens against the assets or any obligations assumed by us. You and each owner of an interest in you must indemnify us against all liabilities not so assumed.

(iv) Actions Pending Closing. If we or our assignee exercise this option to purchase, pending the closing of such purchase as hereinabove provided, we have the right to appoint a manager to maintain the operation of the Restaurant as set forth under Section 15.(b). Alternatively, we may require you to close the Restaurant during such time period without removing any assets from the Restaurant. You must maintain in force all insurance policies required pursuant to this Agreement, until the closing on the sale.

21. Independent Contractor; Indemnification.

(a) Independent Contractor. This Agreement creates only a contractual relationship between the parties subject to normal rules of contract law. This Agreement does not create a fiduciary relationship between us, and you and you are and will remain an independent contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. You will hold yourself out to the public as an independent contractor, separate and apart from us. You will not make any contract, agreement, warranty or representation on our behalf without our prior written consent, nor incur any debt or other obligation in our name. This Agreement does not confer any rights or benefits to any person or entity not expressly referenced herein.

(b) Business Management. You acknowledge that: (i) we will have no responsibility for the day-to-day operations of the Restaurant or the management of your business, including ensuring the safety and security of your customers or employees; (ii) you independently control the operation of your business and the results of your operations will depend substantially on your business acumen and promotional and managerial efforts; and (iii) we have no responsibility for or control or supervision of your employees or your employment practices.

(c) Indemnification. We will not be liable by reason of any act or omission by you in your operation of the Restaurant or for any claim, cause of action or judgment arising therefrom against you or us. You undertake to hold harmless, defend and indemnify us and our Affiliates, and our and their respective shareholders, officers, directors, agents, and employees, from and against any and all losses, expenses, judgments, claims, costs (including reasonable attorney fees, court costs, and expert witness costs, as and when incurred) and damages arising out of or in connection with any claim or cause of action in which we or any of our Affiliates are or become a named defendant and that arises, directly or indirectly, out of any act or omission by you in the construction or operation of, or in connection with, your Restaurant.

22. Your Representations. You acknowledge and represent that:

(a) All information submitted to us by you or those owning an interest in you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading. You have disclosed to us the identity of all owners of any beneficial interest in you and, if and to the extent that any such owner is a corporation, LLC or other business entity, the names of all beneficial owners of such owner/entity.

(b) We have made no representation or warranty to you that: (i) you will earn, can earn, or are likely to earn a gross or net profit; (ii) we have knowledge of the relevant market; or (iii) the market demand will enable you to earn a profit from the Franchise.

(c) You have read and understood this Agreement. 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 by us, or by any of our Affiliates or our or their officers, directors, shareholders, employees or agents, that are contrary to or inconsistent with the terms of this Agreement or the Franchise Disclosure Document that we furnished to you in connection with the offer and sale of Papa John's franchises.

(d) You accept the terms, conditions and covenants contained in this Agreement as being reasonable and necessary to maintain our standards of quality, service and image of the Chain and in order to protect and preserve the goodwill of the Marks. Other franchisees of ours have been or will be granted franchises at different times and in different situations and the provisions of the franchise agreements pursuant to which such franchises were granted may vary materially from those contained in this Agreement. Your obligation arising hereunder may differ substantially from other franchisees.

(e) You recognize that the System may evolve and change over time and that the Franchise involves an investment of substantial risk and its success is dependent primarily upon your business acumen and your efforts and other factors beyond our control. You have conducted an independent investigation of the Franchise and have had ample time and opportunity to consult with independent professional advisors (lawyers, accountants, etc.), and have not received or relied upon any express or implied guarantee as to potential volumes, revenues, profits or success of the business venture contemplated by the Franchise.

(f) Neither you nor any shareholder, member or other holder of any ownership interest in you is subject to or has entered into any other agreement, promise, representation, warranty, covenant, court order or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits your entering into this Agreement or your ability to perform your obligations under this Agreement.

23. ENFORCEMENT.

(a) **Arbitration.** Except for controversies, disputes or claims related to or based on: (1) any action to stop or prevent any threat or danger to public health or safety resulting from the construction, maintenance, or operation of the restaurant; (2) any debt collection action (other than our enforcement of your obligation to contribute to a cooperative); or (3) at the claimant's option, any alleged violation of any provision of section16, 17 or 20.(a)(x) hereof, or use of the marks after the expiration or termination of this Agreement; all controversies, disputes or claims between us (including our affiliates, shareholders, officers, directors, agents or employees) and you (including your owners, guarantors, affiliates and employees, if applicable) arising out of or related to:

(i) this agreement or any other agreement between you and us or any provision of any such agreement, including your obligation to contribute to a cooperative;

(ii) our relationship with you, including issues relating to our decision to terminate that relationship;

(iii) the validity of this agreement or any other agreement between you and us or any provision of any such agreement; or

(iv) any standard, specification or operating procedure relating to the establishment or operation of the restaurant;

Must be submitted on demand of either party to the American Arbitration Association ("AAA") for a binding arbitration proceeding to be conducted in Louisville, Kentucky and heard by one arbitrator in accordance with the then-current commercial arbitration rules of AAA. All matters relating to arbitration (including arbitrability of any claim, dispute or controversy) will be governed by the federal arbitration act (9 U.S.C. §§ 1 et seq.) And not by any state arbitration law.

The arbitrator will have the jurisdiction, power and authority to award or include in the award any relief that the arbitration deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due or date damages arise or are incurred), specific performance, injunctive relief and attorneys' fees and costs, provided that the arbitrator will not have the power to declare any mark generic or otherwise invalid or, except as otherwise provided in this agreement, to award exemplary or punitive damages. The award and decision of the arbitrator will be conclusive and binding upon all parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction.

We and you are bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this agreement, whichever expires earlier. In connection with any such arbitration proceeding, each party must submit or file any claim that would constitute a compulsory counterclaim (as defined by rule 13 of the federal rules of civil procedure) within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above will be forever barred.

Except for inclusion of related parties as expressly provided in this section 23.(a), arbitration must be conducted on an individual basis, not a class-wide or other collective basis, and any arbitration proceeding between us (including our affiliates, shareholders, officers, directors, agents or employees) and you (including your owners, guarantors, affiliates or employees, if applicable) may not be consolidated with or brought as part of any other arbitration proceeding between us and any other person, corporation, limited liability company, partnership or association.

Notwithstanding anything to the contrary contained in this section 23.(a), we and you each have the right in a proper case to bring an action to obtain a temporary restraining order or temporary or preliminary injunctive relief from a court of competent jurisdiction (subject to the provisions of section 23.(c)), provided, that we and you must contemporaneously (within ten (10) business days of commencement of court action) submit our dispute for arbitration on the merits as provided herein, except as otherwise provided in the first paragraph of this section 23.(a).

The provisions of this section are intended to benefit and bind certain third-party non-signatories and continue in full force and effect subsequent to and notwithstanding the expiration or termination of this agreement.

(b) Governing Law. Except to the extent governed by the federal arbitration act, the United States trademark act of 1946 (Lanham act, 15 U.S.C. Sections 1051 et seq.) Or other applicable preemptive federal law, this agreement and all claims arising from the relationship between us and you will be governed by the laws of the commonwealth of Kentucky, without regard to its conflict of laws principles.

(c) Consent to Jurisdiction and Venue. All judicial actions brought by us against you or your owners or by you or your owners against us or our subsidiaries, affiliates, shareholders; officers, directors, agents or employees must be brought exclusively in a court of competent jurisdiction in Jefferson county, Kentucky or U.S. District court for the Western District of Kentucky, and you (and each owner) irrevocably submit to the jurisdiction of such courts and waive any objection you, he or she may have to either the jurisdiction of or venue in such courts. Notwithstanding the foregoing, we may bring an action to obtain a restraining order or temporary or preliminary injunction, or enforce an arbitration award, in any federal or state court of general jurisdiction in the state in which you reside or in which the restaurant is located. Nothing in this Section 23.(c) shall preclude us from removing an action from state to federal court where appropriate to do so.

(d) Waiver of Punitive Damages. Except with respect to your obligation to indemnify us pursuant to section 21 and claims we bring against you under sections 16.(c), 16.(f), 17 or 20.(a)(x), we and you and your owners waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and stipulate that, in the event of a dispute between us, the party making a claim is limited to equitable relief and to recovery of any actual damages it sustains (including pre- judgment interest).

(e) Waiver of Jury Trial We and you irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of us.

(f) Limitations of Claims. Except for claims brought by us with regard to your obligations under sections 16, 17 or 20.(a)(x), and your obligation to indemnify us pursuant to section 21, any and all claims arising out of or relating to this agreement or the relationship of you and us pursuant to this agreement must be commenced within one (1) year from the date on which the act or event giving rise to the claim occurred, or one (1) year from the date on which the claimant knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such claims, whichever later occurs.

(g) Costs, Expenses and Attorneys' Fees. Except as provided in Sections 16.(f), 20 and 21, each party must pay its own costs, expenses and attorneys' fees in any arbitration, claim, suit or proceeding arising out of this Agreement or the franchise relationship of the parties.

24. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement must be in writing and given: (i) by personal delivery; (ii) provided such notice, request, demand or communication is actually received by the party to which it is addressed in the ordinary course of delivery, by deposit in the United States mail, postage prepaid; (iii) by registered or certified mail, return receipt requested, postage prepaid; (iv) by delivery to a nationally-recognized overnight courier service; in each case addressed as follows, or (v) via

electronic mail sent to a party's specified email address; provided, however, that a copy of the notice is also sent via one of the methods specified in subsections (i) through (iv) above. All notices, requests, demands and other communications must be sent to each party at the addresses listed below or to such other person or entity as either party may designate by proper notice to the other party in accordance with this section.

Us: If by Mail:
P.O. Box 99900
Louisville, Kentucky 40269-0900
ATTN: General Counsel

If by Courier or Personal Delivery:
2002 Papa John's Boulevard
Louisville, Kentucky 40299-2367
ATTN: General Counsel

You: _____
_____
ATTN: _____

Except as otherwise provided herein, a notice will be deemed to have been given: (a) on the date of personal delivery to a party; (b) the date of actual receipt by regular US Mail; (c), on the second business day after deposit with a nationally recognized courier service; or (d) on the third business day after deposit in the United States registered or certified mail, return receipt requested.

25. Miscellaneous.

(a) Insolvency Proceeding. In any event described in Section 19.(a) (an "Insolvency Proceeding"), the following provisions apply:

(i) Fees and Expenses. In the event of any Insolvency Proceeding, you must pay all reasonable fees and expenses (including attorneys' fees) incurred by us or our Affiliates in: (A) advising, structuring, drafting, reviewing, administering or amending the Agreement and/or (B) terminating, enforcing or otherwise protecting our rights under the Agreement in such Insolvency Proceeding, irrespective of whether suit is brought by or against us (the "Insolvency Expenses").

(ii) Enforcement of Agreement in Insolvency Proceeding. If you continue to operate the Franchise and otherwise continue to accept the benefits of this Agreement during the pendency of any Insolvency Proceeding, you will remain bound by each term and provision of this Agreement and you acknowledge that you will be benefitted by the continued use and enjoyment of the rights and benefits provided to you by and under this Agreement. You acknowledge that the value of such ongoing benefit is equal to the amount(s) payable under this Agreement and so long as you continue to operate the Franchise and otherwise continue to accept the benefits of this Agreement during the pendency of any Insolvency Proceeding, you must timely pay all of the amounts due under this Agreement in the manner provided by this Agreement.

(iii) Assumption and/or Assignment of Agreement. In any Insolvency Proceeding, this Agreement cannot be assigned and/or assumed under 11 U.S.C. Sections 363 or 365 or otherwise, without our express written consent, which consent may be given or withheld in our sole and absolute discretion. In order to assume and/or assign the Agreement in any Insolvency Proceeding, the defaults that must be cured as an express condition to such assumption and/or assignment and otherwise in accordance with 11 U.S.C. Section 365(b)(1) include the Insolvency Expenses plus all amounts due from you to: (A) Papa John's, (B) any and all Affiliate(s) of Papa John's, (C) PJFS, and (D) the Papa John's Marketing Fund, Inc. or Papa Card, Inc., whether the amounts due from you arise under this Agreement or otherwise.

(iv) Rejection of Agreement. Rejection of this Agreement in any Insolvency Proceeding, whether pursuant to 11 U.S.C. 365 or otherwise, will result in a termination of this Agreement and a revocation and reversion to us of the Franchise and all of the rights provided to you under this Agreement.

(b) Tolling; Severability. During any period in which any covenant in Section 20.(a)(x) is being breached by you, including any period in which we or you are seeking arbitral or judicial enforcement, interpretation or modification of any such covenant, and all appeals thereof, the Restricted Period will be tolled and suspended. You are bound to the maximum extent permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from the striking of any provision hereof by a court or arbitrator, or that a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or that may result from reducing the scope of any provision to the extent required to comply with a court order, arbitral award or decisions or with any applicable state or federal law, whether currently in effect or subsequently enacted.

(c) Construction. All references herein to the masculine, neuter or singular will be construed to include the masculine, feminine, neuter or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements and obligations herein made or undertaken by you are deemed jointly and severally undertaken by all those executing this Agreement as you. All uses of the words “include”, “includes” and “including” mean “including but not limited to” or “including without limitation.”

(d) Entire Agreement. This Agreement, the documents incorporated herein by reference and the Exhibits attached hereto constitute the entire agreement between the parties, and all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement, provided, nothing in this Agreement is intended to disclaim any representations made in the Franchise Disclosure Document furnished to you in connection with the offer and sale of Papa John's franchises. The Exhibits to this Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

(e) Affiliate. As used in this Agreement, "Affiliate" means any person or entity that is owned or controlled by, or that owns or controls, or is under common control with, an identified person or entity, directly or through one or more intermediaries.

(f) Amendments. Except for those permitted to be made unilaterally by us, no supplement, amendment or variation of the terms of this Agreement is valid unless made in writing and signed by the parties hereto.

(g) Waivers. No failure to exercise any right hereunder or to insist upon strict compliance with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof, constitutes a waiver of any right to demand full and exact compliance with the terms hereof. Waiver of any particular default does not affect or impair any rights with respect to any subsequent default of the same or of a different nature, nor does any delay or omission to exercise any right arising from such default affect or impair any rights as to such default or any subsequent default.

(h) Counterparts. This Agreement may be executed in several counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. An electronic signature or execution of an electronic procedure indicating assent to and intent to be bound by this Agreement constitutes execution and delivery of this Agreement.

(i) Headings. The headings used in this Agreement are for convenience only, and the paragraphs will be interpreted as if such headings were omitted.

(j) Time of Essence. Time is of the essence with regard to your obligations hereunder and all of your obligations are material to us and this Agreement.

(k) Effective Date. This Agreement is effective only upon execution by an authorized representative of Papa John's and delivery to you. The date that we set forth in Section 25.(m) is the Effective Date of this Agreement (the "Effective Date").

(l) Policies. We may, after consulting with the Franchise Advisory Council, an advisory board representing our domestic franchisees, or any successor approved by us (the "FAC"), periodically adopt and amend policies on: (i) how Alternative Ordering Areas are defined and changed; (ii) restaurant closings; and (iii) PJFS profitability. We will not make any substantive changes to any of these three policies that will have, or could reasonably be expected to have in the next 12 months after the change, any adverse effect on the sales or profitability of a majority of the franchised Papa John's restaurants, without first presenting the change(s) to the FAC. At such meeting the members of the FAC will be allowed to comment on the changes, make suggestions and vote for or against the changes per normal practice. However, notwithstanding any comments, objections or vote against the proposed change(s), we have the final decision on these policies, including changes to, or elimination of, one or more polices and the interpretation of them as they may exist from time to time.

(m) Identification of Restaurant; Effective Date. The Location, Telephone Number, Store Number used to identify the Restaurant in the Papa John's Chain and Effective Date are as follows:

(i) Location: _____

_____

(ii) **Telephone Number: _____**

(iii) **Store Number: _____**

(iv) **Effective Date: _____**

IN WITNESS WHEREOF, the parties hereto intend to be legally bound by the terms of this Agreement and have duly executed this Agreement as of the Effective Date.

_____

By: _____
Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____
Title: _____

PAPA JOHN'S FRANCHISE

AGREEMENT

EXHIBIT A

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE, dated _____ __, 20___, is entered into by and between _____ ("Lessor"), and _____("Lessee").

RECITALS:

A. The parties hereto have entered into a certain Lease Agreement, dated _____ __, 20___, and pertaining to the premises located at _____ _____ (the "Lease").

B. Lessor acknowledges that Lessee intends to operate a Papa John's restaurant in the leased premises (the "Premises") under a Papa John's Franchise Agreement (the "Franchise Agreement") with Papa John's Franchising, LLC ("PJF").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, Lessor and Lessee hereby agree as follows:

1. **Remodeling and Decor**. Lessee has the right to remodel, equip, paint and decorate the interior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Lessee is reasonably required to do pursuant to the Franchise Agreement and any successor Franchise Agreement under which Lessee may operate a Papa John's business in the Premises.

2. **Assignment**. Lessee has the right to assign all of its right, title and interest in the Lease to PJF or any Affiliate or franchisee of PJF at any time during the term of the Lease, including any extensions or renewals thereof, without first obtaining Lessor's consent. However, no assignment will be effective until such time as PJF or its designated Affiliate gives Lessor written notice of its acceptance of such assignment, and nothing contained herein or in any other

document constitutes PJF or its designated Affiliate a party to the Lease, or guarantor thereof or creates any liability or obligation of PJF or any Affiliate of PJF unless and until the Lease is assigned to, and accepted in writing by, PJF or its designated Affiliate.

3. **Default and Notice**.

(a) If there is a default or violation by Lessee under the terms of the Lease, Lessor will give Lessee and PJF notice of such default or violation within a reasonable time after Lessor receives knowledge of its occurrence.

(b) All notices to PJF must be sent by registered or certified mail, postage prepaid, by nationally recognized courier service or electronic mail to the following address:

If by mail:
Papa John's Franchising, LLC.
P.O. Box 99900
Louisville, Kentucky 40269-0900
Attn: Chief Legal & Risk Officer

If by courier service:
Papa John's Franchising, LLC
2002 Papa John's Boulevard
Louisville, Kentucky 40299
Attn: Chief Legal & Risk Officer

If by email:
Franchise_Notice@papajohns.com

PJF may change its address for receiving notices by giving Lessor written notice of such new address. Lessor agrees that it will notify both Lessee and PJF of any change in Lessor's mailing address to which notices should be sent.

4. **Termination or Expiration**. Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will allow PJF to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs and other items identifying the Premises as a Papa John's restaurant, to repossess any personal property owned by PJF and to make such other modifications as are reasonably necessary to protect PJF's proprietary marks and the Papa John's System and distinguish the Premises from Papa John's restaurants. Provided, however, that this obligation of Lessor shall be conditioned upon PJF giving Lessor prior notice of the modifications to be made and the items to be removed.

5. **Consideration; No Liability**.

(a) Lessor acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and that Lessee would not lease the Premises without this Addendum.

(b) Lessor further acknowledges that Lessee is not an agent or employee of PJF and that Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind PJF or any Affiliate of PJF, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities of or against PJF or any Affiliate of PJF.

6. **Amendments**. No amendment or variation of the terms of this Addendum to Lease will be valid unless made in writing and signed by the parties hereto.

7. **Reaffirmation of Lease**. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied herein in full.

8. **Affiliate**. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by PJF or which owns or controls PJF or is under common control with PJF, directly or through one or more intermediaries.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the day, month and year first written above.

_____

By: _____

Title: _____

("Lessor")

_____

By: _____

Title: _____

("Lessee")

PAPA JOHN'S FRANCHISE

AGREEMENT

EXHIBIT B

ASSIGNMENT OF TELEPHONE NUMBERS, LISTINGS AND ELECTRONIC CHANNELS

THIS ASSIGNMENT is entered into this ____ day of _____, 20___ in accordance with the terms of that certain Papa John's Franchising, LLC Franchise Agreement (the "**Franchise Agreement**") between _____ ("**You**") and Franchising, LLC, a Kentucky limited liability company ("**we**", "**us**" or "**Papa John's**"), executed concurrently with this Assignment, under which we granted you the right to own and operate a Papa John's restaurant located at _____
(the "**Restaurant**").

FOR VALUE RECEIVED, you hereby assign to us all of your right, title and interest in and to those certain telephone numbers listed below and regular, classified or other telephone directory listings and listings or advertisements on or in any other directory, internet website, domain name, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic marketing channel or media that includes or is associated with our trademarks and service marks and used from time to time in connection with the operation of the Restaurant at the address provided above (collectively, the "**Telephone Numbers and Listings**"). Except as specified herein, we shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone service provider or other directory provider and/or the listing agencies with which you have placed telephone directory listings (all such entities are collectively referred to herein as the "**Telephone Service Provider**") to effectuate the assignment pursuant to the terms hereof.

PAPA JOHN'S FRANCHISING, LLC:

By: _____
Title: _____

YOU:

By: _____
Title: _____

Telephone Numbers:

_____
_____
_____

PAPA JOHN'S FRANCHISE

AGREEMENT

EXHIBIT C

LETTER OF INTENT

[date]

[name]
[company]
[street address]
[city, state, zip]

RE: [subject]

Dear [name]:

This Letter of Intent ("LOI") sets forth the proposal as to the material provisions addressed herein and a bona fide offer (the "Transaction") for the acquisition by _____ ("Buyer") of _____ (___) Papa John's restaurants (the "Restaurants") from _____ (the "Seller" or "Company"), as more particularly described on Exhibit A attached hereto.

This LOI is to be used as a guide in the negotiation of a definitive asset purchase agreement ("Purchase Agreement"), and does not preclude other mutually satisfactory provisions from being included in the Purchase Agreement. The Buyer and Seller will work in good faith toward entering into a definitive Purchase Agreement, which shall contain, among other things, the following terms and conditions.

1. Acquired Assets. This transaction is an asset purchase. At Closing, Seller will sell, transfer and assign to Buyer, free and clear of all liens, restrictions and encumbrances, substantially all of the assets used in the operation of the Restaurants owned by the Seller or assignable as the case may be, including, but not limited to personal property, equipment, supplies, signs, smallwares, food, supplies, inventory, furniture and fixtures, permits, intellectual property, point-of-sale hardware ("POS equipment"), computer system (both computer hardware and software), contracts (excluding any Papa John's Development Agreement), improvements, and leasehold interests, customer data, business records, marketing materials and franchise agreements (collectively, the "Purchased Assets").

2. Purchase Price. The Buyer will pay to the Seller _____ Dollars ($_____) for the Restaurants, as follows:

a. Buyer will pay Seller $_____ by certified check or wire transfer at the Closing; [and

b. Buyer will tender to Seller a promissory note (the "Note") in the principal amount of $_____ at a [fixed annual interest rate of ___%] [variable rate equal to the "Prime Rate" published in *The Wall Street Journal*, plus ___%], to be repaid as follows:

i. *optional terms and provisions*

ii. *optional terms and provisions*

The Note will be secured by a first-priority security interest granted by Buyer to Seller in all of the Purchased Assets and will be guaranteed by the principal owners of Buyer.]

3. Utilities. Utility deposits will become the property of the Buyer. The Buyer will be responsible for all service transfers. The Seller will assist the Buyer in obtaining such transfers.

4. Real Estate Leases. The Seller will assign the third-party real estate leases with respect to the Restaurants (the "Real Property Leases") to the Buyer. The Seller will assist in securing these real property lease assignments to Buyer, as well as all estoppel certificates required by the Buyer's lender, from Lessors and Sub-Lessors for all appropriate restaurant locations. Buyer will assist the Seller in obtaining such assignments and estoppel certificates. Any applicable assignment fees payable to the Lessors shall be shared equally by Buyer and Seller.

5. Liens and Encumbrances. At Closing, the Purchased Assets will be conveyed to Buyer free and clear of any liens or encumbrances [except as may be expressly agreed to by Buyer] and the Seller will provide adequate assurances that Seller has paid in full or in due course all of its obligations to Papa John's Franchising, LLC and its affiliates ("Franchisor"), the Papa John's Marketing Fund, Inc., any Papa John's advertising cooperative to which Seller is required to contribute in relation to the Restaurants, other trade payables, taxes and other obligations that might result in a claim upon the Restaurants, the Purchased Assets or the Papa John's franchise pursuant to which the Restaurants are operated.

6. Exclusivity. Seller represents to Buyer that no agreement has been reached and remains effective with any party and will not, through [date], negotiate with any other party for the sale to such party of the Purchased Assets or any stock or other equity interest in Seller.

7. Due Diligence. The Seller will permit Buyer to conduct its due diligence investigation of the Restaurants and Development Rights typical of a transaction of this kind for a period of 30 days from the date of execution of this LOI (the "Due Diligence Period"). Seller will cooperate with the Buyer in making all of its records, financial information, leases, and personnel information available to the Buyer for due diligence purposes. All inquiries by Buyer with Seller's

clients, lenders, vendors, key employees, and others will be done in a confidential and in a discreet manner in accordance with the Seller's desires and consultation.

[8. Earnest Money Deposit. Buyer is tendering to Seller upon execution of this LOI an earnest-money deposit of $_____, which shall be refunded in the event Buyer declines to proceed with the Transaction following the Due Diligence Period. When Buyer has completed its due diligence, if Buyer elects to proceed with the Transaction, Buyer shall execute and deliver to Seller the definitive Purchase Agreement together with an additional earnest-money deposit of $_____. Following the expiration of the Due Diligence Period, the aggregate $ _____ deposit shall be refunded to Buyer only in the event the Transaction does not close due to Seller's failure to satisfy any applicable conditions to Closing as provided in the Purchase Agreement.]

9. Closing and Closing Date. The Transaction will be conducted by courier exchange of documents or in such other manner as Buyer and Seller agree. The Closing will occur within 30 days from the date of execution of the Purchase Agreement, assuming all of the appropriate conditions to the Purchase Agreement have been fulfilled or waived (the "Closing Date").

10. Closing Conditions. In addition to normal representations and warranties as negotiated between the Buyer and Seller regarding the status of the Restaurants, title to assets, etc. and documentation transferring title to Buyer, legal opinions, estoppels, the following matters shall be prerequisites to the consummation of the Transaction:

a. The Restaurants must be fully operational at Closing;

b. Representations and warranties of the Seller and Buyer being true and correct;

c. The assignment of the third-party leases for each Restaurant, upon such terms and conditions, including landlord consents, non-disturbance and attornment agreements and other acceptable terms as required by the Lender;

d. Buyer will have the opportunity to hire the key personnel involved in the day- to-day operation of the Restaurants owned by the Seller;

e. The receipt of timely profit and loss statements relating to the operation of the Restaurants year to date for the current fiscal year;

f. No material adverse change in the Restaurants or Development Rights;

g. Buyer will assume the Papa John's Franchise Agreement (the "Franchise Agreement") for each of the Restaurants or will execute a new standard Papa John's franchise agreement for each of the Restaurants; and

h. Buyer and Seller will comply with all conditions to transfer set forth in the Papa John's Franchise Agreements for the Restaurants and in the Authorization to Transfer issued by Franchisor to evidence its consent to the transfer of the Restaurants to Buyer.

11. Access to Information. During the period from the execution of the Purchase Agreement to the Closing, Seller will provide to Buyer's representatives reasonable access to the Restaurant sites with the proper notice and reasonable consent of the Seller, contracts, books and records relating to their operations, leases, financing, vendors and payables, and any other reasonable material.

12. Normal Conduct. From the date of execution of this LOI, Seller will operate each Restaurant and maintain the Purchased Assets in the usual and normal course of business; ensure that no material adverse change in the condition of the Purchased Assets occurs; not dispose of any material Purchased Assets; and keep all trade payables current.

13. Expenses, Brokerage Fees and Other Payments. Each party shall bear its own expenses in connection with this Transaction, except as otherwise agreed to in the Purchase Agreement.

14. Good Faith. Each of the parties hereto agree to proceed in good faith to negotiate and, if agreed to, execute and deliver the Purchase Agreement and consummate the transactions contemplated herein.

15. Cooperation. Each of the parties agrees to cooperate in obtaining all necessary approvals to the transaction contemplated herein.

16. Intention of the Parties. This LOI does not purport to include all of the essential terms and conditions of the contemplated transaction and the parties shall not be obligated to complete this transaction unless a definitive Purchase Agreement is executed.

17. Confidentiality. Neither party will make any public disclosure regarding the existence of this LOI for this Transaction. The parties hereto will each maintain the confidentiality of all the information received from other parties and use such information only for the purpose contemplated by this letter and for no other purpose. If the Transaction is not consummated for any reason, the parties will promptly return to each other all documents and other written information received from the other party and will not retain any copies or summaries thereof. This Paragraph shall survive the termination of this LOI.

18. Representations and Warranties by Buyer and Seller. The definitive acquisition agreement shall contain representations and warranties by the Buyer and Seller typical in transactions of this type, some of which will survive the date of closing.

19. Expiration Date for Acceptance of LOI. The offer described in this LOI is open for acceptance by the Seller until the expiration date of [date].

20. Special Provisions.

a. Right of first refusal. Buyer acknowledges that under the Franchise Agreement, Franchisor has a right of first refusal to acquire the Restaurants on substantially the same terms and conditions as set forth herein. If Franchisor exercises its right of first refusal,

Seller shall have no obligation to sell or transfer the Restaurants or the Purchased Assets to Buyer and Seller, Franchisor and any assignee of Franchisor shall have no obligation or liability to Buyer in connection therewith.

[b. *other specific terms or provisions*.

c. *other specific terms or provisions*]

If the terms and conditions of this LOI are acceptable, please initial each page and execute this LOI and return a signed copy of this letter to _____ .

Sincerely,

_____

By: _____

Title: _____

("Seller")

Accepted and agreed:

[BUYER]

By: _____

Title: _____

Date: _____

copy:

EXHIBIT C

OVEN LEASE

Type of incentive program: _____

EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the ____ day of _____ , 20__ , between **PAPA JOHNS USA, INC.**, a corporation organized under the laws of the Commonwealth of Kentucky ("PJUSA"), and _____, a _____ ("Lessee").

RECITALS:

A. PJUSA has agreed to purchase and lease to Lessee certain pizza ovens and other restaurant equipment as more fully described in Section 1 of this Lease.

B. Lessee desires to lease such equipment from PJUSA and PJUSA has agreed to do so, upon the terms and conditions of this Lease.

NOW THEREFORE, PJUSA and Lessee hereby agree as follows:

1. Lease of Equipment; Upgrade Option. PJUSA hereby leases to Lessee and Lessee hereby rents from PJUSA, the restaurant equipment (the "Equipment") identified on Schedule 1 attached hereto. Schedule 1 will not be completed on the commencement date of this Lease but only after the equipment is invoiced to PJUSA and shipped. Lessee acknowledges by initialing below that this Lease does not contain all of the Equipment information as of the commencement date and that certain Equipment information may be added to Schedule 1 at a later date, manually or as identified in an attached invoice or other documentation:

***Initial*_____ *Date*_____**

2. Term. The term of this Lease commences on the date hereof and continues until the last day of the 48th full calendar month after the date that the Restaurant (as defined in Section 3.a) opens for business (the "Term").

3. Rental Charges/Purchase Option.

a. Consideration, The consideration for the leasing of the Equipment to Lessee during the Term is the commitment of Lessee to open and continuously operate

Papa John's pizza restaurant # _____ at _____ (the "Restaurant") under a Franchise Agreement with Papa John's Franchising, LLC ("PJF"), an affiliate of PJUSA. So long as Lessee meets the lease contingency set forth below and remains in full compliance with the terms of the Franchise Agreement, no monthly or annual payments shall be due for the use of the Equipment.

b. Purchase Option. If Lessee is in good standing with PJF at the end of the Term and the Restaurant is still open and operating pursuant to Franchise Agreement, Lessee may purchase the Equipment by paying $50 to PJUSA within 45 days of the expiration of the Term. If Lessee fails to meet any of the above criteria during the Term or after, the right of possession of the Equipment shall automatically revert to PJUSA.

c. Lease Contingency. This Lease is contingent upon the Restaurant being open for business on or before _____. If the Restaurant is not open for business on or before such date, PJUSA may revoke this Lease and, at PJUSA's option, require Lessee to either: (i) purchase the Equipment; or (ii) purchase a designated portion of the Equipment; or (iii) return the Equipment to PJUSA. The Restaurant must be open to the public and operating during normal business hours on normal business days to deemed "open for business" for purposes of this Lease. A promotional, token, or "soft" opening of a Restaurant followed by a closure for 48 hours or more does not constitute "open for business."

4. Delivery and Freight Costs; Installation. Lessee shall pay all costs of (a) transportation and freight charges for delivery of the Equipment to Lessee's designated location; and (b) providing a suitable site for installation of the Equipment and actual installation of the Equipment at Lessee's site, including without limitation: rigging; structural alteration; rental of installation tools or equipment; necessary electrical power; and HVAC equipment and installations.

5. Return of Equipment. Except for Equipment purchased by Lessee pursuant to this Agreement or otherwise agreed by PJUSA, within 10 days of termination or expiration of this Lease, Lessee shall, and its own cost and expense, prepare the Equipment for shipping and deliver the Equipment to PJUSA or its designated agent. In the event Lessee fails or refuses to do so, Lessee shall allow PJUSA or its agents access to the premises where the Equipment is located to take immediate possession. The Equipment shall be returned to PJUSA in substantially the same condition as received by Lessee, ordinary wear and tear excepted. Upon receipt of the Equipment, PJUSA will perform diagnostic testing to determine whether the Equipment in is good condition and working order reasonably suited for its normal use and operation. If the Equipment fails such diagnostic testing, Lessee shall pay to PJUSA a maintenance fee equal to the cost to PJUSA of returning the Equipment to good condition and working order.

6. Ownership; Location; Use. The Equipment shall at all times be and remain the sole and exclusive property of PJUSA. Lessee shall have no right or property interest in the Equipment except for the right to possess and use the Equipment as provided in this Lease. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessee shall at all times keep the Equipment free and clear from all claims, levies, liens and encumbrances. The Equipment shall be used solely for operation of the Restaurant and not for any other commercial, personal, family or household purposes. Lessee shall not make any alterations to the Equipment without the prior written consent of PJUSA.

7. Repairs and Maintenance. Lessee shall, at its own cost and expense, maintain the Equipment in good working order and make any and all repairs necessary to maintain the Equipment in good working order during the Term. Lessee shall follow the service procedures provided by the manufacturer of the Equipment.

8. Risk of Loss; Insurance; Indemnification. Lessee shall assume and bear the risk of loss or damage to the Equipment from the time the Equipment is delivered by PJUSA to a carrier for shipment to Lessee's designated location until returned to PJUSA. Throughout the Term and until possession of the Equipment is returned to PJUSA, Lessee shall keep the Equipment insured against all risks of loss in an amount not less than the replacement cost of the Equipment and PJUSA shall be listed as an additional insured and/or loss payee on such policy or policies of insurance. Lessee shall also carry general commercial liability insurance covering the Equipment and Lessee's use thereof, naming PJUSA as an additional insured thereunder. Lessee shall indemnify and defend PJUSA, together with its affiliates and their respective officers, directors, agents, employees and shareholders against, and hold each and all of them harmless from, all claims, liabilities, costs, damages and expenses arising from or related to Lessee's possession, use or operation of the Equipment, including without limitation, claims for damage to property or injury to persons. Lessee indemnification obligations hereunder shall survive the expiration or termination of this Lease.

9. Condition of Equipment. PJUSA warrants only that the Equipment, when delivered to Lessee's possession, will be free of all liens and encumbrances other than this Lease. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND PJUSA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Lessee agrees to look solely to the manufacturer for any warranty that may be offered. Lessee shall be responsible for reviewing and understanding any warranty that may be offered by the manufacturer and making any claims under such warranty directly with such manufacturer in accordance with the manufacturer warranty policies. Under no circumstances shall PJUSA be responsible or liable to Lessee or any other party for lost profits, or consequential or incidental damages, even if advised of the possibility thereof, and Lessee hereby waives any claim against

PJUSA for any such losses or damages. Lessee shall be responsible for obtaining and maintaining any and all necessary or appropriate governmental approvals or permits for the installation and use of the Equipment, including ventilation.

10. Assignment; Sublease. Lessee shall have no right to assign this Lease or to sublease the Equipment without the prior written consent of PJUSA.

11. Default. Lessee shall be in default under this Lease if:

a. Lessee is declared in default of the Franchise Agreement or the lease for the Restaurant premises;

b. Any action is brought against Lessee causing the Equipment to be taken or encumbered;

c. Lessee dissolves or abandons its business, Lessee ceases to do business as a going concern, Lessee becomes insolvent, files a petition in bankruptcy, has a petition in bankruptcy filed against it which Lessee does not oppose, Lessee is adjudicated bankrupt or insolvent, Lessee makes an assignment for the benefit of creditors, or Lessee consents to the appointment of a receiver or trustee for all or any material portion of its assets;

d. Lessee fails to comply with any material term or provision of this Lease or to perform or fully discharge any of its duties or obligations hereunder.

12. PJUSA Remedies. In the event of default by Lessee, PJUSA shall be entitled to the following remedies, which shall be cumulative and not exclusive of any other remedies to which PJUSA may be entitled under applicable law, PJUSA or its designated agents or representatives may enter Lessee's site and repossess the Equipment or sue for a court ordered repossession and Lessee shall pay all costs and charges incurred by PJUSA in connection therewith, including without limitation, costs or charges incurred by PJUSA to recover the Equipment and return it to allocation chosen by PJUSA.

13. Currency; Taxes. All payments due to PJUSA hereunder shall be made in U.S. Dollars, and at PJUSA's election shall be paid by check, in immediately available funds, or via electronic funds transfer initiated by PJUSA, all without setoff or withholding by Lessee. Applicable sales or use tax will be billed to lessee as required by law.

14. Governing Law. This Lease shall be governed by and construed in accordance with, the laws of the Commonwealth of Kentucky, excluding its conflict of laws principles.

15. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and prior written or contemporaneous oral agreement with respect thereto.

IN WITNESS WHEREOF, PJUSA and Lessee have executed this Lease as of the date first set forth above.

PAPA JOHN'S USA, INC.	**LESSEE:**
	_____ **Franchise Entity**
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Name
Title: _____	Title: _____
Date: _____	Date: _____

Rev. 3/2022

SCHEDULE 1 - Equipment

Date:_____ Store#_____ Franchise:_____

Store Address:_____ City/St/Zip:_____

_____	Double Stack of Conveyor Ovens, Brand_____; Model No. _____ Serial No. _____ Serial No. _____
_____	Hood with Integrated Ansul System (if required; furnished with hood by the manufacturer) Manufacturer _____

_____ Walk In Cooler, Serial No. _____

_____ Make line, Serial No. _____

_____ Under Counter Refrigerator, Serial No. _____

_____ Safe, Serial No. _____

_____ Menu Board

_____ Front Counter

_____ Laminate Package

_____ Stainless Steel Package
- _____ Slap Table
- _____ Sauce Table
- _____ Drivers Table
- _____ Counter Table
- _____ Cut Table
- _____ Safe Table
- _____ Wall Panel
- _____ Can Rack/Prep Table

_____ Sink Package (includes faucets)
- _____ Above Sink Storage
- _____ Dry Storage
- _____ Cooler Storage
- _____ Dunnage

EXHIBIT D-1

NON-TRADITIONAL FRANCHISE AGREEMENT

PAPA JOHN'S

FRANCHISE AGREEMENT

NON-TRADITIONAL RESTAURANT

Franchisee: _____
Address: _____
_____
_____

Store No. ____

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PAPA JOHN'S

FRANCHISE AGREEMENT

NON-TRADITIONAL RESTAURANT

THIS FRANCHISE AGREEMENT ("Agreement") is made as of the "Effective Date" (as defined in Section 25.(j)), by and between **PAPA JOHN'S FRANCHISING, LLC.**, a Kentucky limited liability company ("we", "us" or "Papa John's"), and _____, a _____ ("you"). If you are a corporation, limited liability company, partnership or other business entity, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS:

A. We and our Affiliates have expended time, money and effort to develop a unique system for operating retail restaurants devoted primarily to carry-out and delivery of pizza and other food items. The chain of current and future Papa John's restaurants is referred to as the "Papa John's Chain" or the "Chain."

B. The Chain is characterized by a unique system which includes: special recipes and menu items; distinctive design, decor, color scheme and furnishings; software and programs; standards, specifications and procedures for operations; procedures for quality control; training assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

C. We identify our goods and services with certain service marks, trade names and trademarks, including "Papa John's," "Papa John's Pizza" and "Pizza Papa John's and Design" (the Papa John's Logo) as well as certain other trademarks, service marks, slogans, logos and emblems that have been or may be designated for use in connection with the System from time to time (the "Marks").

D. Papa John's offers a program (the "Non-Traditional Program") that allows for development and operation of Papa John's restaurants in non-traditional sites, such as malls, hospitals, schools, airports, parks (including theme parks), sports arenas and similar venues.

E. You now desire to enter into this Agreement regarding the operation of one Papa John's restaurant under the System and the Marks at the location listed below (the "Restaurant") under the Papa John's Non-Traditional Program.

F. We have agreed to grant you a franchise for the Restaurant on the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement and your continuing faithful performance, we hereby grant to you the non-exclusive right and franchise (the "Franchise") to operate a Non-Traditional Restaurant under the System and the Marks to be located at:

_____
_____
_____

(the "Location")

Pursuant to this grant, you will, at your own expense, construct or remodel, and equip, staff, open and operate the Restaurant at the Location on or before _____. Unless otherwise agreed in writing by us, you must commence operating the Restaurant within 60 days after the Effective Date of this Agreement and diligently operate such business in accordance with this Agreement for the Term (defined below). Approval of the Location by us does not constitute an assurance, representation or warranty of any kind, expressed or implied, as to: (i) the suitability of the Location for a Papa John's restaurant; (ii) the successful operation of the Restaurant; or (iii) for any other purpose. Our approval of the Location indicates only that we believe it complies with acceptable minimum criteria that we establish solely for our purposes at the time of the evaluation. Unless we otherwise approve, the operations of the Restaurant may be carried on only from the Location.

2. Term, Renewal and Expiration.

(a) Initial Term. The Franchise is granted for a term of 5 years from the Effective Date of this Agreement, unless terminated earlier as provided in this Agreement (the "Initial Term"). You have the option to renew this Agreement for one additional 5-year term (the "Renewal Term") subject to the provisions of Section 2.(c).

(b) Term. As used in this Agreement, "Term" means the Initial Term, the Renewal Term or any extension of either of them, as the case may be.

(c) Renewal of Franchise. This Agreement does not automatically renew upon the expiration of the Initial Term. You have an option to renew the Franchise upon the expiration of the Initial Term. You may renew the Franchise for one additional 5-year term (the "Renewal Term") if, and only if, each and every one of the following conditions is satisfied:

(i) You give us written notice of your desire to renew the Franchise not less than 3 months nor more than 6 months before the end of the Initial Term, provided that if we have not received notice from you of your desire to renew within such period, we will notify you and you will have a period of 30 days thereafter within which to submit the renewal notice.

(ii) You are in full compliance with this Agreement and there is no uncured default by you under this Agreement; there has been no series of defaults by you during the

Initial Term (i.e., an abnormal frequency of defaults or a default that has occurred repeatedly, or a combination thereof), whether or not such defaults were cured; all your debts and obligations to us and our Affiliates under this Agreement or otherwise are current; and your obligations to the Marketing Fund and each Cooperative (defined below) of which you are a member are current.

(iii) You execute and deliver to us, within 10 days after delivery to you, the form of Papa John's Franchise Agreement being offered to new franchisees on the date you give the notice under this Section, including all exhibits and our other then-current ancillary agreements, which agreements supersede this Agreement and all ancillary agreements in all respects, and the terms and conditions of which may differ substantially from this Agreement; provided that such Franchise Agreement will provide for a term of 5 years.

(iv) You secure the right to continue possession of the Premises for a period at least equal to the Renewal Term or, alternatively, you secure premises at another location that we approve for the same period.

(v) Your Principal Operator (defined below) and manager attends and successfully completes our training program for new franchisees.

(vi) We are then continuing to offer Papa John's Pizza franchises in the state in which the Restaurant is located and have all required documents filed and all necessary approvals to offer Papa John's franchises in that state.

(vii) You pay us a renewal fee of $1,000.

(viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities.

(ix) You make, or provide for in a manner reasonably satisfactory to us, such renovation and re-equipping of the Restaurant as may be necessary or appropriate to reflect the then-current standards and image of the System, including renovation or replacement of signs, equipment, furnishings, fixtures and decor; provided that substantial renovation and re-equipping will not be required if you have substantially renovated the Restaurant within the 3-year period immediately preceding the end of the Initial Term.

(d) Expiration. Renewal of the Franchise after the Initial Term does not constitute a renewal or extension of this Agreement, but is conditioned upon satisfaction of the above provisions. Upon expiration of the Renewal Term, further renewal rights will be governed by the Franchise Agreement executed by you upon expiration of the Initial Term. If you fail to meet any of the conditions under Section 2.(c) above with respect to the renewal of the Franchise, the Franchise automatically expire at the end of the Initial Term.

3. Franchise Fees and Payments.

(a) Initial Franchise Fee and Royalties. In consideration of the grant of the Franchise, you must pay us the following fees:

(i) an Initial Franchise Fee of $5,000, which must be paid upon the execution of this Agreement. However, the Initial Franchise Fee will be refunded if the Restaurant is opened on or before the date provided in Section 1. If the Restaurant is not opened by the date provided in Section 1, the Initial Franchise Fee will be deemed fully earned and non-refundable;

(ii) a continuing royalty (the "Royalty") of 5% of the "Net Sales" of the Restaurant for each "Period" (as defined in Section 13.(a)); provided that we may increase the Royalty by any amount, up to 6% of Net Sales, at any time, but we may increase the Royalty only if and to the extent that our form of Franchise Agreement being offered to new Papa John's franchisees at the time of the increase provides for a Royalty at least as high as the increased Royalty. Net Sales means the gross revenues of the Restaurant from sales of approved products and provision of approved services (whether such sales are evidenced by cash, check, credit, charge account or otherwise), less sales tax collected on such sales and paid to the State or other local taxing authority. The Royalty is due on the 10th day of the month following each Period; and

[Note: the following subsection (iii) is applicable only to Restaurants that offer on-line ordering; most Non-Traditional Restaurants will not have this capability]

(iii) a continuing internet transaction fee ("On-line Fee") of 1.5% of each Period's Net Sales of the Restaurant that arise from customer orders received via the internet through our on-line ordering system. The On-line Fee may be increased or decreased by a board consisting of the same members of the Board of the Marketing Fund. The fee generally will be set high enough to cover the ongoing costs plus new capital expenditures each year, provided: (A) any revenue in excess of these costs will be contributed by us to the Marketing Fund; and (B) any shortfall will be carried forward as a deficit to be retired from future On-line Fee revenues. The On-line Fee is due on the 20th day of the month following each Period.

(b) Taxes. If the state in which the Restaurant is located (or a local taxing authority within the state) imposes a sales tax, use tax, gross receipts compensating tax or similar tax on the Initial Franchise Fee or the Royalty, we will collect such tax from you in addition to the amount set forth or determined as provided herein and remit the amount of the tax directly to the taxing authority. This does not include income taxes imposed on us, for which we are solely responsible.

(c) Payments.

(i) At least 10 days before opening the Restaurant (and thereafter as requested by us), you must execute and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your bank account, either by check, via electronic funds transfer or other means utilizing the "Information System" (as defined in Section 10.(d)) or by such alternative methods as we may designate ("Payment Methods"). You

must comply with all procedures specified by us from time to time, and take such reasonable actions as we may request to assist in any of the Payment Methods. We may use the Payment Methods to collect the amount of each Period's Royalty and any other amounts due to us, our Affiliates or the Papa John's Marketing Fund, Inc. under this Agreement or otherwise, including amounts owed to us and/or our Affiliates in connection with: (A) "Marketing Fund" contributions (as defined in Section 8.(b)); and (B) purchases from "PJFS" (as defined in Section 12.(b)) and all of our other Affiliates. The Royalty will be debited on the 10th of each month and Marketing Fund contributions on the 24th, or if the 10th or 24th falls on a weekend or bank holiday, then on the next business day. Payments to PJFS and all of our other Affiliates will be debited one business day after products are delivered to the Restaurant. You must complete and provide to us any tax forms or other instruments or documents necessary or appropriate to give effect to the terms and provisions of this Agreement, including an IRS Form W-9.

(ii) We will determine your Net Sales for each Period via the Information System, or if we are unable to do so, you must report your Net Sales in writing on or before the 7th day of the month following each Period. Such reporting is in addition to all other reporting requirements under Section 13. If you fail to report Net Sales on a timely basis, we may estimate the Net Sales of the Restaurant for such Period and debit your bank account the amount of the Royalty and Marketing Fund contribution based on such estimate. If an estimate results in an overpayment, we will deduct the amount of the overpayment from the next Period's Royalty and Marketing Fund contribution. Any deficiency resulting from such estimate may be added to the next Royalty and/or Marketing Fund contribution payment(s) due and debited against your bank account. If, at any time, we determine that you have underreported the Restaurant's Net Sales, or underpaid any Period's Royalty, Marketing Fund contributions or payments to any of our Affiliates, we are authorized to immediately debit your account for these amounts by any of the Payment Methods.

(iii) You must notify us at least 30 days before closing or making any change to the account against which such debits are to be made. If such account is closed or ceases to be used, you must immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and do not affect any obligation or liability for amounts owed. If for any reason your account cannot be electronically debited, you must submit payments by wire transfer or check (certified or cashier's check if requested by us) on or before the dates when due. You will indemnify and hold us harmless from and against all damages, losses, costs and expenses resulting from any dishonored debit against your account, regardless whether resulting from the act or omission of you or your bank; provided that you are not obligated to indemnify us for any dishonored debit caused by our negligence or mistake.

4. **<u>Franchisor Services</u>.** During the Term, we will provide to you the following services:

(a) specifications for the design of the Restaurant and related facilities to be used in the operation of the Restaurant;

(b) specifications for fixtures, furnishings, decor, communications and computer hardware and software, signs and equipment;

(c) the names and addresses of designated and approved suppliers, and standards and specifications for (i) all food products, beverages, ingredients and cooking materials sold from or used in the operation of the Restaurant, and (ii) all containers, boxes, cups, packaging, menus, uniforms and other products and materials used in connection with the operation of the Restaurant;

(d) our supervision and periodic inspections and evaluations of your operation, as described more fully in Section 11.(j), which supervision, inspections and evaluations will be conducted at such times and in such manner as we reasonably determine;

(e) communication to you of information relating to the operation of a Papa John's restaurant to the extent we deem it necessary or pertinent; and

(f) Oven Option. If the Restaurant opens on or before the date provided in Section 1, a 48-month lease on two Middleby-Marshall ovens (model and capacity to be specified by us). During the lease period no monthly payments will be required. If the Restaurant is still open and you are in good standing, under the Franchise Agreement, you may purchase the oven set for $50 at the end of the lease period. The form of the lease agreement for the oven set is attached hereto as **Exhibit A**. If you anticipate receiving this incentive, but are unable to open a Restaurant in time to qualify for the oven lease, you will be required to pay for the oven set. However, our Affiliate will offer you a payment agreement, the form of which is attached hereto as **Exhibit B**. If the Restaurant already has pizza ovens that are approved by Papa John's, an opening award of $10,000 will be paid instead of the oven lease option.

(g) PJ Food Service Credit. If a Restaurant is opened at least 30 days prior to the scheduled opening date provided in Section 1, you will receive a three thousand dollar ($3,000) credit with our affiliate, PJ Food Service, to be applied against the first order(s) of food and other goods from PJ Food Service.

5. Territorial Provisions.

(a) Territory. Subject to the provisions of this Section 5, during the Term we will not locate nor license another to locate a Papa John's restaurant at the Location, including any parking lots that are part of, or exclusively dedicated to, the Location (the "Territory").

(b) Other Businesses. You understand that we reserve the right, either directly and/or through Affiliates, to operate, franchise, or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa John's restaurants and you agree that we and our Affiliates may do so within the Territory, provided, that such restaurants or food establishments or businesses do not sell pizza on a delivery basis, or primarily on a carry-out basis. We also reserve the right to develop, market and conduct any other business under the Marks or any other trademark.

(c) Other Methods of Distribution. We also reserve the right, directly or through third parties, to manufacture or sell, or both, within and outside your Territory, pizza and other products that are the same as or similar to those sold in Papa John's restaurants using brand

names that are the same as or similar to the Marks, through any channel of distribution, provided that such items are not sold through restaurants or on a ready-to-eat basis.

6. Premises.

(a) Leased Premises. If you intend to lease the premises where the Restaurant will be operated (the "Premises"), you must submit to us copies of the executed signature pages of all such leases immediately after signing and copies of the full leases and any exhibits and addendum at such other times as we may request.

(b) Owned Premises. If you intend to own the Premises, you must furnish to us proof of ownership before you begin any construction, build-out or remodeling of the Premises.

(c) Premises Identification. Regardless of whether you own or lease the Premises, you must, within ten days after the expiration or termination of the Franchise Agreement, remove all signs and other items and indicia that serve, directly or indirectly, to identify the Premises as a Papa John's restaurant and make such other modifications as are reasonably necessary to protect the Marks and the Papa John's System, and to distinguish the Premises from Papa John's restaurants. To enforce this provision, we may pursue any or all remedies available to us under applicable law and in equity, including injunctive relief. Your obligation will be conditioned upon our giving you prior notice of the modifications to be made and the items removed.

(d) Suitability of Premises. Regardless of whether the Premises are owned or leased, it is your responsibility to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement and you must obtain all permits and licenses that may be required to construct, remodel and operate the Restaurant. The Premises may not be used for any purpose other than the operation of the Restaurant in compliance with this Agreement.

(e) Relocation; Assignments. You will not, without first obtaining our written consent: (i) relocate the Restaurant; or (ii) renew or materially alter, amend or modify any lease, or make or allow any transfer, sublease or assignment of your rights under any lease or owned location pertaining to the Premises. Such consent may not be unreasonably withheld.

7. Proprietary Marks; Copyright.

(a) Ownership of Copyrights. You acknowledge that: (i) we may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), including the Manuals; (ii) the Copyrighted Works are the valuable property of us; and (iii) your rights to use the Copyrighted Works are granted to you solely on the condition that you comply with the terms of this Agreement. You acknowledge that we will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the Restaurant, all of which shall be deemed to be Copyrighted Works under this Agreement. Copyrighting of any material by us will not be construed as causing the material to be public information. All data provided by you, uploaded to our computer system from your computer system, and/or downloaded

from your computer system to our computer system is and will be owned exclusively by us, and we will have the right to use that data in any manner that we deem appropriate without compensation to you.

(b) Ownership; Use by Others. You acknowledge that we are the sole and exclusive owner of: (i) the Marks and all goodwill associated with or generated by use of the Marks; (ii) the Copyrighted Works; and (iii) any and all data generated by use of the Copyrighted Works. You acknowledge that all works of authorship related to the System that are created in the future will be owned by, or licensed to, us or our Affiliates. Your use of the Copyrighted Works and the Marks does not vest you with any interest therein other than the non-exclusive license to use the Copyrighted Works and Marks granted in this Agreement. You will execute any documents that we or our counsel deem necessary for the protection of the Copyrighted Works or the Marks or to maintain their validity or enforceability, or to aid us in acquiring rights in or in registering any of the Marks or any trademarks, trade names, service marks, slogans, logos or emblems that we subsequently adopt. You will give notice to us of any knowledge that you acquire concerning any actual or threatened infringement of the Copyrighted Works or the Marks, or the use by others of names, marks or logos that are the same as or similar to the Marks. You will cooperate with us in any suit, claim or proceeding involving the Marks or the Copyrighted Works or their use to protect our rights and interests in the Marks or the Copyrighted Works. We, in our sole discretion, control all decisions concerning the Marks or the Copyrighted Works.

(c) Use of Marks. You have the right to use the Marks only in connection with the promotion and operation of the Restaurant or the Chain, and only in the manner that we authorize. Your right to use the Marks is limited to use during the Term of this Agreement and in compliance with specifications, procedures and standards prescribed by us from time to time. You will prominently display the Marks in the manner that we prescribe on all signs, plastic and paper products, and other supplies and packaging materials that we designate. You will not fail to perform any act required under this Agreement, or commit any act, that would impair the value of the Marks or the goodwill associated with the Marks. You will not at any time engage in any business or market any product or service under any name or mark that is confusingly or deceptively similar to any of our Marks. You will not use any of the Marks as part of your corporate or trade name, or as part of any e-mail address, web-site address, domain name, or other identification of your business in any electronic medium without our express written consent. You will not use any trademark, trade name, service mark, logo, slogan or emblem that we have not authorized for use in connection with the Restaurant, including any co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem of any third party without our approval. You will obtain such fictitious or assumed name registrations as required by applicable state law and forward to us copies of the same upon request.

(d) Designation as You. You will identify yourself as the owner of the Franchise in conjunction with the use of the Marks, including on checks, invoices, receipts, letterhead and contracts, as well as at conspicuous locations on the Premises in a form that specifies your name, followed by the phrase "an independently owned and operated franchise" or such other phrase as we direct.

(e) Discontinuance of Use; Additional Marks and/or Copyrights. You must modify or discontinue use of any Mark or Copyrighted Work if a court of competent jurisdiction orders it, or if we in our sole discretion deem it necessary or advisable. You will comply with our directions regarding any such Mark or Copyrighted Work within 30 days after receipt of notice from us. You will also use such additional or substitute Marks or Copyrighted Works as we direct. We will not be obligated to compensate you for any costs or expenses incurred by you to modify or discontinue using any Mark or Copyrighted Work or to adopt additional or substitute Copyrighted Works or Marks.

8. Advertising.

(a) Contributions and Expenditures. Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, each month during the Term, you will make the following contributions and expenditures for advertising, marketing and promotion of the Papa John's brand:

(i) You will contribute to the Marketing Fund the lesser of: (A) ___% of Net Sales; or (B) 25% of such amount as designated from time to time as the contribution rate for standard Papa John's restaurants.

(ii) You will contribute an amount equal to the lesser of: (A) ___% of Net Sales; or (B) 25% of such amount as designated from time to time as the contribution rate of standard Papa John's restaurants within the Cooperative, provided if you own more than 80% of the Restaurants in the Cooperative, you will not be required to make the Cooperative contribution on behalf of this Non-Traditional Location.

(b) Marketing Fund. Papa John's Marketing Fund, Inc., a Kentucky nonstock, nonprofit corporation (the "Marketing Fund"), has been organized for the purposes set forth in the Articles of Incorporation and By-Laws of the Marketing Fund, as they may be amended from time to time. You will automatically become a non-voting member of the Marketing Fund upon the execution of this Agreement.

(i) You acknowledge that the Marketing Fund is intended to increase recognition of the Marks and to further the public image and acceptance of the System and that we, the Marketing Fund and the directors of the Marketing Fund do not undertake any obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by Papa John's restaurants operating in such geographic area or that you or the Restaurant will benefit directly or in proportion to your contribution to the Marketing Fund. We (including our officers, directors, agents and employees) are not a fiduciary or trustee of the contributions to, or the assets of, the Marketing Fund. We, the Marketing Fund and our respective officers, directors, agents and employees will not be liable to you with respect to the maintenance, direction or administration of the Marketing Fund, including with respect to contributions, expenditures, investments and borrowings, except for acts constituting willful misconduct.

(ii) We and our Affiliates will make contributions to the Marketing Fund for each Papa John's restaurant that we own on the same basis as required of comparable franchisees within the System.

(iii) You will make your monthly contribution to the Marketing Fund on the date and in the manner provided for the Royalty in Section 3.(a)(ii). Contributions to the Marketing Fund may be used to defray our expenses only to the extent of the administrative costs and overhead that we may reasonably incur in rendering services to the Marketing Fund.

(iv) The funds collected by the Marketing Fund, and any earnings thereon, are not and will not be our asset or the asset of any franchisee.

(v) Although the Marketing Fund is intended to be of perpetual duration, the Board has the right to terminate the Marketing Fund. However, the Marketing Fund may not be terminated until all monies held by it have been expended for the purposes set forth in its Articles of Incorporation and By-Laws or distributed as permitted by law.

(c) Regional Cooperative Advertising. We have the right, in our sole discretion, to designate from time to time a geographical area in which the Restaurant is located for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Restaurant at the time you commence operations, you immediately become a non-voting member of such Cooperative. If a Cooperative applicable to the Restaurant is established at any later time during the Term, you will become a non-voting member of such Cooperative no later than 30 days after the date on which the Cooperative commences operation. In no event will the Restaurant be required to contribute to more than one Cooperative. We may designate, from time to time, a formula for calculating a proration or reduction of the contribution rate for Papa John's restaurants in a Cooperative based on media coverage, demographics or other factors. The following provisions apply to each Cooperative:

(i) Each Cooperative must be organized and governed in a form and manner conforming to applicable state law, but your obligation hereunder to participate in and make monetary contributions to a Cooperative is not dependent on any organizational formalities. Each Cooperative will commence operation on a date that we approve or designate, which will, for purposes of this Agreement, constitute the date that the Cooperative is "established." Your contribution obligation will commence on that date (or on the date of this Agreement, if a Cooperative applicable to the Restaurant has already been established at that time). On all matters to be voted on by the Cooperative's membership, each voting member has one vote for each standard Papa John's restaurant it owns.

(ii) Each Cooperative is organized for the purposes of producing and conducting general advertising, marketing and promotional programs and activities, including both print and electronic media, for use in and around the applicable geographic area and developing standardized promotional materials for use by the members and neither you nor the Cooperative may use member contributions for any other purpose.

(iii) We will make contributions to each Cooperative of which we are a member on the same basis as required of comparable Papa John's restaurant franchisees within the System.

(iv) No advertising, marketing or promotional programs or materials may be used by the Cooperative or furnished to its members, and no advertising, marketing or promotional activities may be conducted by the Cooperative, without our prior written approval. All such programs, materials and planned activities must be submitted to us for approval in accordance with the procedure set forth below. Advertising agencies employed by a Cooperative must be approved by us.

(v) Subject to the provisions above, each Cooperative has the right to require its members to make contributions to the Cooperative in such amounts as are determined by the governing body of the Cooperative.

(vi) You must make your contributions to the Cooperative on the date and in the manner designated by the Cooperative. You must also submit such statements and reports as may be designated from time to time by us or the Cooperative.

(vii) Notwithstanding the foregoing, we, in our sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative. Such an exemption may be for any length of time and may apply to one or more Papa John's restaurants owned by such franchisee. We may also exempt one or more restaurants owned or controlled by us from the requirement of membership in a Cooperative for such periods as we reasonably deem appropriate. Our decision concerning an exemption is final.

(d) Supplemental Advertising. You have the right to conduct, at your separate expense, supplemental advertising, marketing or promotional programs or activities in addition to the expenditures specified herein. All such supplemental advertising, marketing or promotional programs or activities and all materials to be used in connection therewith must be either prepared or previously approved by us within the 90-day period preceding their intended use, or approved by us as provided below.

(e) National Promotions. We may require you to participate in national promotions that we believe are of value to the System and for which domestic systemwide participation is essential to, or a significant element in, the value or success of the promotion. These promotions may include (by way of example and not of limitation or exclusion) : (i) offering of premium or other speciality promotional products which may require you to purchase non-standard inventory items; (ii) customer service incentives; and (iii) sponsorships or association with selected promotional associates.

(f) Our Approval. Before their use by the Cooperative or by you, samples of all advertising, marketing and promotional materials not prepared or previously approved by us within the 90-day period preceding their intended use, including co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem or any third party, must be

submitted to us (to the attention of your designated Papa John's Marketing team contact unless otherwise directed by us) for our approval, to ensure consistency with the then-current standards and image of the System and protection of the Marks and the goodwill associated therewith. If disapproval is not received within 20 days from the date of receipt by us of such materials, we will be deemed to have given the required approval. The Cooperative and you may not use, and must cease using, any advertising or promotional materials that we may at any time disapprove, regardless whether we have previously approved any such items.

(g) Our Advertising. We may from time to time expend our own funds to produce marketing or promotional materials and conduct advertising as we deem necessary or desirable. In any advertising, marketing or promotional efforts conducted solely by or for us, we have the sole discretion to determine the products and geographical markets to be included, and the medium employed and we have no duty or obligation to supply you with any advertising, marketing or promotional materials produced by or for us at our sole expense.

(h) Ownership of Advertising. We are the sole and exclusive owner of all materials and rights that result from advertising and marketing programs produced and conducted, whether by you, us, the Cooperative or the Marketing Fund. Any participation by you in any advertising, whether by monetary contribution or otherwise, does not vest you with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. If requested by us, you will assign to us any contractual rights or copyright that you acquire in any advertising and execute such documents or instruments as we may reasonably require in order to implement the terms of this Section 8.(h).

(i) Internet Website, Social Media and Other Digital or Electronic Marketing. You specifically acknowledge that any internet website, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic marketing channels or media, whether now existing or hereafter created (collectively "Electronic Channels") are deemed "advertising" under this Agreement and will be subject to, among other things, Sections 8.(f) and 8.(h) above. In connection with any Electronic Channel:

(i) If required by us, you will establish a separate Electronic Channel, but will only have one or more Electronic Channel page(s), as designated by us, within our Electronic Channel;

(ii) If we approve, in writing, a separate Electronic Channel for you, then each of the following provisions apply:

(A) You will not establish or use the Electronic Channel without our prior written approval.

(B) Before establishing the Electronic Channel, you must submit to us (to the attention of your designated Papa John's Marketing team contact unless otherwise directed by us), for our prior written approval, a sample of the proposed Electronic Channel domain name, format, visible content (including proposed screen shots), and non-visible content (including meta tags) in the form and manner we may reasonably

require; and you will not use or modify such Electronic Channel without our prior written approval as to such proposed use or modification.

(C) In addition to any other applicable requirements, you will comply with our standards and specifications for websites as prescribed by us from time to time in the Manuals or otherwise in writing.

(D) If required by us, you will establish such hyperlinks or other link or connection to our Electronic Channel and others as we may request in writing.

(E) Upon expiration or termination of the Franchise, you must cease use of any Electronic Channel associated with the Restaurant and assign to us or, at our election, delete any domain name, or other Electronic Channel page, name or site containing any of the Marks or any words or combinations of words, letters or symbols that are confusingly or deceptively similar to any of the Marks.

The provisions of this Section 8.(i) also apply to Cooperatives.

9. Telephone Number. There is no customer ordering telephone number assigned to the Restaurant.

10. Construction, Design and Appearance; Equipment.

(a) Construction. You will construct or remodel the Premises at the Location in accordance with our construction or remodeling plans and design, layout and decor specifications. You will purchase or lease the pizza preparation, beverage storage or dispensing, storage and other equipment, displays, fixtures, and furnishings that we designate. You will make no changes to any building plan, design, layout or decor, or any equipment or signage without our prior written consent, and you will maintain the interior and exterior decor in such manner as may be reasonably prescribed from time to time by us.

(b) Signs. You will prominently display, at your expense, both on the interior and exterior of the Premises, advertising signs in the form, color, number, location and size, and containing the Marks, logos and designs as we designate. Such signs must be obtained from a source designated or approved by us. You must obtain all permits and licenses required for such signs and you also are responsible for ensuring that all signs comply with all laws and ordinances. You will not display in or upon the Premises any sign or advertising of any kind to which we object.

(c) Technology System. You acquire, use in your operation of the Restaurant, and maintain a point of sale technology system approved by us (the "Information System"). The Information System must include, at a minimum, the capability of electronic reporting of sales data. If feasible in connection with the Information System that we approve, we have the right at all times to access the Information System and to retrieve, analyze, download and use the Information System, and all software, data and files stored or used on the Information System. We may access the Information System in the Restaurant or from other locations, including our headquarters and regional offices. You will store all data and information on the Information System that we

designate from time to time. No unauthorized data, information or programs may be stored on the Information System.

(d) Maintenance, Remodeling, Re-equipping, Enhancements and Replacements. You will at all times maintain the Restaurant in accordance with our standards, and you will, within 90 days from the date of written notice from us, remodel or re-equip or perform such maintenance at the Restaurant in accordance with the specifications we provide. Such maintenance, remodeling and re-equipping may include, without limitation: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and redecorating; and purchasing more efficient or improved equipment. We may require you to perform maintenance and remodeling and to purchase equipment at such times as we deem necessary and reasonable; provided, that we may not require any significant remodeling of the Restaurant during the first 2 years of the Initial Term. We may, during the term of this Agreement, require you to modify, enhance and/or replace all or any part of the Information System at your expense, and you must, within 120 days of receipt of written notice from us, acquire, or acquire the right to use for the remainder of the term of this Agreement, the modified, enhanced or replacement version of the Information System specified by us. You must take all other actions as may be necessary to enable the modified, enhanced or replacement Information System to operate as specified by us. Any such modifications, enhancements, and replacements may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional service and support services during the term of this Agreement. You acknowledge that we cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the Restaurant, equipment, signage, Information System or other items. YOU ACKNOWLEDGE THAT EQUIPMENT, ADDITIONS, ENHANCEMENTS, ALTERATIONS, MAINTENANCE AND RENOVATIONS REQUIRED BY US MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM OF THIS AGREEMENT.

11. Operations; Standards of Quality; Inspections.

(a) Principal Operator. You must designate an individual to serve as the "Principal Operator" of the Restaurant, provided, if you are developing and operating multiple Restaurants pursuant to a Development Agreement, you need designate only one Principal Operator for your operation, not one for each Restaurant. The Principal Operator must meet the following qualifications:

(i) The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant, payable after the end of each Period, and also has the right to acquire not less than a 5% equity interest in you within 12 months of his or her hire date, which rights are evidenced by a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator.

(ii) The Principal Operator must devote full time and best efforts to the supervision and conduct of the development and operation of the Restaurant and, as required in this Agreement, must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all the provisions of the Owner Agreement.

(iii) The Principal Operator must be a person approved by us who completes our initial training requirements and who must participate in and successfully complete all additional training as we may reasonably designate.

(iv) The Principal Operator must be proficient in writing and speaking English, to ensure compliance with our operational standards and to ensure efficient communications with customers and us.

If, at any time for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above. Any sale or transfer of any portion of the Principal Operator's interest in you, if any, that would reduce the Principal Operator's equity interest or voting rights in you to less than 5% of the total is deemed a transfer of an interest and is subject to the terms and conditions of Section 14 hereof; and any failure to comply with such terms and conditions is a default by you under this Agreement. However, if the Principal Operator owns 5% or less of you, then a transfer of the Principal Operator's interest to you, another shareholder, member or partner of you or to a successor Principal Operator does not require our consent, is not be subject to our right of first refusal and no transfer fee will be required. You must promptly notify us in writing of any such transfer and provide all information about the transferee and the terms of the transfer as we may reasonable request.

(b) Management of the Restaurant. The Principal Operator must personally devote his/her full time and best efforts to the management and operation of the Restaurant in order to ensure compliance with this Agreement and to maintain our high standards. Management responsibility includes: presence of the Principal Operator or a designated manager at the Restaurant during all business hours; maintaining the highest standards of product quality and consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; and supervising employees to ensure that the highest standard of service is maintained and to ensure that your employees deal with customers, suppliers, us, and all other persons in a courteous and polite manner.

(c) Compliance with Our Standards. You have full responsibility for the conduct and terms of employment for your employees and the day-to-day operation of your business, including hiring, termination, pay practices and any other employment practices. However, in order to ensure compliance with the quality standards and other requirements of the System, you must operate the Restaurant through strict adherence to the standards, specifications and policies of the System as they now exist, and as they may from time to time be modified. Such standards and policies include: (i) specifications and preparation methods for food and beverages; (ii) hours of operation (provided, the days and hours of operation may conform to the schedule of events at the Location and/or other restrictions imposed by the owner or licensor of the Premises and/or the Location); (iii) menu items and services offered; (iv) employee uniform requirements and

specifications; (v) use of specified emblems and Marks on containers, bags, boxes and napkins; (vi) methods of payment accepted from customers; (vii) data privacy and security and (viii) cleanliness, sanitation and public health precautions and procedures. You acknowledge that our specifications and standards with respect to public health or safety, or the health or safety of employees and data privacy and security may be stricter or more rigorous than the requirements of applicable laws and that you must in all cases adhere to our standards and specifications.

(d) Training. You will, at your own expense, conduct at the Restaurant such training and instruction, using such materials, equipment and supplies, as we may reasonably require from time to time. Should any employee or prospective employee of yours perform work that in our reasonable judgment requires additional operational training, skills or knowledge, such employee must take part in such additional training and instruction. You are solely responsible for all wages, travel and living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide.

(e) Manuals. We will lend to you one or more manuals that contain: (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by us; and (ii) information relative to other obligations hereunder and the operation of the Restaurant (the "Manuals"). The Manuals at all times remain our sole property. We may, from time to time, revise the contents of the Manuals. To the extent that we deem it necessary or appropriate, we will provide you with policy and procedure statements or other written notice of specifications, standards and procedures. You will promptly adopt and use the formulas, methods, procedures, policies, menus, recipes, food products and other standards and specifications contained in the Manuals, policy and procedure statements and other written notices as issued and/or as modified from time to time by us. You acknowledge that all information in the Manuals, policy and procedure statements and other notices constitute confidential information and trade secrets, and may not be disclosed at any time by you. You will not copy any part of the Manuals or any other communication or information provided by us.

(f) Variations in Standards. You may not implement any change to the System without our prior written consent. However, because complete and detailed uniformity under varying conditions may not be possible or practical, we specifically reserve the right, in our sole discretion and as we may deem in the best interests of you or the Chain, to vary the System, including specific standards, policies and/or procedures, within the Restaurant or any other restaurant(s) in the Chain based upon peculiarities of a particular location or circumstances, including: density of population and other demographic factors; size of the Territory; business practices or customs; and any other condition that we deem to be of importance to the operation of such restaurant(s) or the Chain. You acknowledge that because of these factors and others, there may be variations from standard specifications and practices in the Chain and that you are entitled to require us to grant like or similar variations or privileges to you.

(g) Your Developments. We have the right to use and incorporate into the System for the benefit of other franchisees and us any modifications, ideas or improvements, in whole or in part, developed or discovered by you or your employees or agents, without any liability or obligation to you or the developer thereof.

(h) Compliance with Laws. You must at all times during the Term comply with all applicable laws, ordinances, rules and regulations of all governmental bodies.

(i) Courtesy; Cooperation. At all times and under all circumstances, you and your employees will treat all customers and other persons, including our agents, officers, and employees, with the utmost respect and courtesy and fully cooperate with us and our agents, officers and employees in all aspects of the franchise relationship.

(j) Inspections. An agent, officer or employee of ours may make inspections of the Restaurant to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of the Restaurant and all areas of the Restaurant at any time during normal business hours. Such inspections may include: (i) reviewing sales and order forms; (ii) observing the Principal Operator and all managers and your other employees; (iii) interviewing any such persons; (iv) interviewing customers of the Restaurant in order to evaluate your performance and to ensure that the Restaurant is being operated in accordance with the requirements of this Agreement and the Manuals; and (v) conducting any type of audit or review necessary to evaluate your compliance with all required standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of the Restaurant, as we consider necessary or appropriate to ensure compliance with the then-current quality standards and other requirements of the System and to protect the goodwill and image of the System.

12. Products; QCC's; Menu.

(a) Products. You will use only those food items, ingredients, beverages, cooking materials, containers, boxes, cups, packaging, menus, uniforms, and other products and materials in the operation of the Restaurant as we specifically designate or approve. You may be required to purchase from us certain products that involve trade secrets or that have been specially prepared by us or at our direction or that we consider to be integral to the System. We may require that certain products be purchased from one or more designated suppliers. Products other than those required to be obtained from us or a designated supplier may be purchased from any source, provided that the particular supplier and products have been approved by us. We may, from time to time, amend the list of approved products and suppliers. You acknowledge that we, our Affiliates or the Marketing Fund may, from time to time, derive revenue from designated or approved suppliers based on the sale of products to you and our other franchisees. We will disclose all such revenues and the identity of the suppliers to you, but we are entitled to retain such revenues for our or our Affiliates' own use and credit without obligation to you.

(b) Quality Control Centers. PJ Food Service, Inc. ("PJFS") currently supplies designated and approved products to Papa John's restaurants owned by us or our Affiliates and those of our franchisees from quality control centers that are owned and operated by either PJFS or us (the "QCCs"). PJFS is currently the only designated supplier of dough and Papa John's proprietary pizza sauce for use by Papa John's restaurants and you must purchase dough and pizza sauce from PJFS or a designated representative unless and until such time as a successor supplier of dough and/or pizza sauce is designated. PJFS has no obligation to continue supplying you or to continue to operate a QCC. If PJFS ceases operating a QCC capable of supplying the Restaurant or terminates

service to you (other than as a result of the termination or expiration of the Franchise), we will provide you with the name, address and phone number of an alternative approved supplier(s) and the products to be purchased from such supplier(s). All purchases by you from the QCCs are on the terms and reasonable delivery policies and procedures specified from time to time by PJFS, including your provision of safe and unobstructed access to the Restaurant for the purpose of effecting both attended and unattended deliveries, including dates and times which may be designated by PJFS, which may include times when the Restaurant is closed. PJFS, through us, hereby reserves the right to specify different terms for different franchisees. We make no representations or warranties about any of the services performed by or any of the products produced or sold by or through PJFS or any other designated supplier.

(c) Alternative Suppliers. If you desire to: (i) use any equipment, supplies or other products not previously designated and approved by us; (ii) obtain designated products from a source of supply not previously approved by us; or (iii) offer any non-standard menu item or service in the Restaurant, you must furnish to us for our prior approval, free of cost, samples of such products (or a description and demonstration of any such service) in reasonable quantities, its cartons, containers and packaging and wrapping material, the quality and style of which are subject to our approval. Such distributor, supplier, products or services will be approved for use in the Restaurant only upon your receipt of written approval from us. We may withdraw our approval of any previously approved supplier, products or services and you must cease using such products, supplier and/or services upon receipt of written notice from us. In connection with our qualification of any alternative supplier identified and submitted for approval by you (including re-qualification of any supplier that, after our initial qualification and approval, fails to adhere to or maintain our quality standards or specifications) or approval of any non-standard menu item that you desire to offer, you must reimburse to us all of our reasonable expenses incurred in investigating such alternative supplier or establishing standards for, and approving the offering of such non-standard menu item or service and the supplier(s) thereof (or ingredients therefor, as the case may be), in each case including all travel, lodging and meal expenses of our employees or agents. We will not unreasonably withhold or revoke approval of any qualified third party product or supplier.

(d) Commercial Terms. We will have no responsibility for the commercial terms of transactions between you and your distributors and suppliers. The terms and conditions of your purchase of goods from suppliers (including our Affiliates) will be upon the terms and conditions established by such suppliers from time to time, or through your independent bargaining with such distributors or suppliers. This Agreement does not establish the commercial terms of any purchase and sale transaction between you and any supplier (including our Affiliates). To protect the business reputation, image and goodwill of the System and the Chain, you will promptly and within the due time allowed, make payment to all suppliers of goods and services sold or provided to you in connection with the construction, equipping and operation of the Restaurant, including us, our Affiliates, and our designated suppliers, excepting only non-payment resulting from a bona fide dispute with a vendor. You will disclose to us the terms of purchases from approved suppliers, including all revenues, rebates, and discounts that you or your affiliates receive from any supplier.

(e) Menu Items. You will: (i) offer for retail sale, and carry on your menu, only those types, sizes, styles and brands of pizza, pizza dough, pizza sauce, toppings, beverages, and other products as we specify from time to time; and (ii) offer all menu items and services that we

specify or designate from time to time as mandatory for the System, including (A) items that are temporary promotion items, and (B) non-food items that are integral to systemwide or national promotional programs. You will not sell or carry on your menu any food items or other products, or provide any services, that we have not specified or approved.

(f) Pricing. You have the sole responsibility for establishing your prices.

(g) Service. You may not sell any items on a delivery basis and you may not provide delivery service from the Restaurant without our consent, provided, that the foregoing does not prohibit you from: (i) serving customers within the Location by any means other than delivery via licensed motor vehicle; or (ii) transporting menu items to remote sales stations within the Location from one or more centralized cooking or preparation stations within the Location, other than by licensed motor vehicle.

13. Accounting and Reports.

(a) Recordkeeping. You will establish and maintain accounting and record keeping systems substantially in accordance with the specifications and procedures provided by us and as amended from time to time, including: (i) maintaining accounting records on a basis enabling or facilitating reporting to us the sales revenue of the Restaurant, separately identifiable from the transactions of any other business or operations that you may conduct, according to monthly or multi-week periods (each such accounting period is referred to as "Period"); and (ii) electronic or e-mail sales reporting via a worksheet or template prescribed by us. You will make all such records available to us upon request. You will maintain and preserve, for at least five years from the date of preparation, full, complete and accurate books, records and accounts.

(b) Periodic Reports. Upon our request, you will deliver to us: (i) a statement, in the form prescribed by us, of the revenues and expenses of the Restaurant for the immediately preceding Period; and (ii) such other records and reports as are requested by us, including bank statements, sales and expense forms and reports, and a current balance sheet.

(c) Review by Us. We, or our authorized agent, have the right, upon reasonable notice, to review, examine or audit all your sales and expense records and reports that are located in or that relate to the Restaurant, and to make copies of all such items. If any such examination or audit discloses any underpayment of the Royalty, Marketing Fund payments, or any other sums or fees owed to us, you must immediately pay the deficient amount plus interest thereon from the date due until paid, at a rate equal to 12% per annum. All payments received will first be credited against interest due and then against other payments due. If such an examination or audit discloses an understatement in any statement or report of 5% or more, you will, in addition to the above provision, reimburse us for the cost of having your books examined or audited. The foregoing are in addition to any other rights or remedies we may have, including the termination of the Franchise granted herein.

(d) Year-End Reports. Within 120 days following your fiscal year end, you will provide us with copies of your financial statements relating to operation of the Restaurant, including an income statement for the fiscal year just ended and a balance sheet as of the end of such fiscal

year, which financial statements must be prepared in accordance with generally accepted accounting principles applied on a consistent basis.

14. Transfers.

(a) Transfers by Us. We may transfer or assign this Agreement or any or all of the rights, interests, benefits or obligations arising hereunder without restriction. Upon any transfer or assignment of this Agreement by us, we will be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

(b) Transfers by You. Your rights and interests under this Agreement are and remain personal to you. You recognize that we have granted the Franchise in reliance on your business and financial capacity and other attributes, and in reliance upon the Owner Agreement. Accordingly, neither you nor any holder of any capital stock or other ownership interest in you (if you are a corporation or other entity) may, without obtaining our prior written consent, transfer: (i) any interest in this Agreement; (ii) any material portion of the assets of the Restaurant; or (iii) any controlling stock or other ownership interest in you, provided, that a member, partner or shareholder of you may transfer all or a portion of such stock or other ownership interest in you to another member, partner or shareholder or to you (such person or entity being referred to as a "Permitted Transferee") and such a transfer is not be subject to our consent and no transfer fee will be required. You will promptly notify us of any such transfer. For purposes of this Agreement, the term "transfer" mean any issuance, sale, assignment, gift, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange. Our consent to a particular transfer will not be deemed as consent to any subsequent or different transfer. If you grant a security interest in your assets to secure a loan for purchase of the Premises or construction, leasehold or equipment costs, you will ensure that the secured party agrees in writing that: (A) upon default by you, it will notify us and we will have the right, but not the obligation, to be substituted as the debtor and to cure the default; and (B) any acceleration of indebtedness provisions of the loan documents will not be exercisable if we cure the default and assume the indebtedness. Upon the occurrence of a default and our election to assume the indebtedness, the Franchise and this Agreement automatically terminate and we have the right under Section 20 to purchase the assets used in the Restaurant. The purchase price as determined under Section 20 will be reduced by the amount of the debt that we assumed.

(i) Our Consent. You must give us at least 45 days prior written notice of any intended transfer of any of your rights or interest under this Agreement or of the proposed transfer of any interest in you or any material portion of your assets. Such notice must set forth the name of the proposed transferee and a detailed statement of all of the terms and conditions of such intended or proposed transfer.

(ii) Approved Transfers. If we approve the transfer in writing, you (or the transferor of an interest in you) may make the proposed transfer on the exact terms and conditions specified in your notice to us, within 60 days after the expiration of our option. If the transfer is not consummated within such 60-day period, you may not thereafter transfer such interest without again complying with this Section. You will keep the bank account designated for the Payment Methods (as provided in Section 3.(c)) open for a minimum of 30 days after the transfer

and to fund such account in sufficient amounts to permit us to use the Payment Methods to collect amounts owed to us and/or any of our Affiliates in connection with your operation of the Restaurant.

(c) Conditions on Transfer. We will not unreasonably withhold our consent to a proposed transfer if all of the following conditions are satisfied:

(i) you are in full compliance with this Agreement and there are no uncured defaults by you hereunder, and all your debts and financial obligations to us and our Affiliates under this Agreement or otherwise are current and your obligations to the Marketing Fund and each Cooperative of which you are a member are current;

(ii) the proposed transferee executes such documents as we may reasonably require to evidence that such transferee has assumed your obligations under this Agreement, and if required by us, the proposed transferee executes, and in appropriate circumstances causes such other parties as we may require to execute, our then-current form of Owner Agreement, and other then-current ancillary agreements, which documents may be substantially different than those attached to this Agreement;

(iii) the proposed transferee enters into an Advertising Agreement with the Marketing Fund and also becomes a member of the Cooperative to which the Restaurant is required to contribute;

(iv) before the date of the proposed transfer, the proposed transferee's Principal Operator and managers undertake and successfully complete such training and instruction as we deem necessary;

(v) we are satisfied that the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) meets all of the requirements for our new franchisees applicable on the date that we receive notice of the proposed transfer, including, but not limited to, good reputation and character, business experience, restaurant management experience, and financial strength and liquidity;

(vi) you and any owner transferring an interest in you acknowledge and agree in writing that you and they are bound by the non-competition and confidentiality provisions set forth herein and in the Owner Agreement (and any similar provision in any other document that either you or they have executed) to the maximum extent allowed under applicable law;

(vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated;

(viii) you pay to us a transfer fee of $4,000, provided that, if the proposed transfer is of the Restaurant together with one or more other Papa John's restaurants owned by you to more than one transferee not under common ownership, then the total transfer fee will be an amount equal to $4,000 per transferee;

(ix) you perform, or the proposed transferee agrees in writing to perform, such maintenance, remodeling and re-equipping of the Restaurant as we may specify in writing, which may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and redecorating; and purchasing more efficient or improved equipment; and

(d) Ownership and Structural Changes. Except for transfers between Permitted Transferees, any ownership or structural changes in you, including but not limited to, any merger, reorganization, issuance or transfer of controlling shares or classes of stock or controlling membership or partnership interests, constitute a transfer of the Franchise subject to our prior written approval.

15. Death, Incapacity or Dissolution.

(a) Transfer Upon Death, Etc. Upon your death or permanent incapacity; or, if you are a corporation, limited liability company, partnership or other entity, upon the death, incapacity or dissolution of any owner of any interest in you; the executor, administrator, conservator, trustee or other representative of such person or entity must assign such interest in the Franchise, or such interest in you, to us or a third party approved by us; provided, that if the transferee is a Permitted Transferee, our right of first refusal does not apply and no transfer fee will be payable. Further, if an approved transfer involves less than 25% of the ownership of you, no transfer fee will be payable. If you are one or more individuals and any of you dies or becomes permanently incapacitated, and if the law of the jurisdiction where the Restaurant is located so provides, nothing contained in this Section will deny your spouse, heir(s) or personal representative the opportunity to participate in the ownership of the Franchise for a reasonable time after your death or incapacity, provided that: (i) this Agreement is valid and in effect; (ii) the spouse, heir(s) or representative meets all conditions and qualifications otherwise required of transferees; and (iii) such spouse, heir(s) or representative maintains and complies with all standards and obligations contained in this Agreement. An assignment under this Section 15 must be completed within a reasonable time, not to exceed 9 months from the date of death, permanent incapacity or dissolution and is (except as otherwise provided above) be subject to the terms and conditions applicable to lifetime transfers contained in Section 14, including our right of first refusal.

(b) Management by Us. Pending assignment, if the Principal Operator ceases managing the Restaurant and another shareholder, member, partner or employee of you that qualifies as the Principal Operator does not assume such obligations, we may, at our sole option, appoint a manager to operate the Restaurant for your account. All expenses of the Restaurant, including compensation, travel and living expenses, and other costs of the appointed manager, and a reasonable per diem fee for our administrative expenses, will be charged to you. Operation of the Restaurant during any such period will be for and on your behalf. The appointed manager will have a duty only to utilize his or her best efforts in the management of the Restaurant and neither we nor

the appointed manager will be liable to you or your owners for any debts, losses, liabilities or obligations incurred by the Restaurant, or to any of your creditors for any merchandise, materials, supplies or services purchased by the Restaurant during any period in which it is managed by our appointed manager.

16. Your Additional Covenants.

(a) Limitations on Activities. If you are a corporation, limited liability company, partnership or other entity, you will not at any time during the Term of this Agreement own, operate or have any interest in any other business or business activity other than the operation of Papa John's restaurants pursuant to agreements with us. If you are an individual and are also the Principal Operator, you have disclosed to us all businesses in which you have an interest, or are engaged in, and covenant that you will notify us of any intention to participate or engage, directly or indirectly, in any other business activity at least 30 days before undertaking such activity or becoming a party to any agreement or understanding relating to such activity. You will provide us with such information in regard thereto as we may reasonably request and will not engage or participate in any such activity unless you receive our written consent.

(b) Execution of Ancillary Documents. Simultaneously with the execution of this Agreement, you will cause each person or entity owning any beneficial interest in you to execute an Owner Agreement in the form provided by us.

(c) Your Non-Compete. You covenant that during the Term of this Agreement (including the Renewal Term, if applicable) you will not engage in any of the following activities:

(i) directly or indirectly, and irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other non-pizza products (excluding soft drinks) that are the same as those sold by Papa John's restaurants on a delivery or carry-out basis, including business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready-to-eat food products on a delivery basis (a "Competitive Business"); or

(ii) directly or indirectly, and irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business, directly or indirectly and irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service will not in itself be deemed violative of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa John's chain to any Competitive Business.

To the extent required by the laws of the state in which the Restaurant is located, the duration or the geographic areas included within the foregoing covenants, or both, will be deemed amended in accordance with Section 25.(a).

(d) Managerial and Supervisory Employees. You covenant that you will use reasonable efforts to cause all persons who are involved in managerial or supervisory positions to be trained and instructed to observe your covenants in this Section 16 and Section 17 as if they were personally and individually bound thereby.

(e) Copying. You will not copy or duplicate our System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, trade dress, plans, software, programs, know-how or other proprietary ideas or information nor will you convey, divulge, make available or communicate any such information to any third party or assist others in doing so (except as permitted or required by this Agreement).

(f) Validity of Marks and Copyrights; Registrations. You will not, either during the Term or any time thereafter, directly or indirectly challenge or contest the validity of, or take any action to jeopardize our rights in or ownership of, any of the Marks or any registration of a Mark or any Copyrighted Work. If you violate this provision, we will be entitled to equitable, monetary and punitive remedies and any other relief that may be available under applicable law, as well as the recovery of all costs, expenses and attorneys' fees incurred by us as a result of such violation.

(g) Reasonableness of Scope and Duration. The covenants and agreements contained herein are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and you will not raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. You acknowledge that you have other skills and resources and that the restrictions contained in this Section 16 will not hinder your activities or ability to make a living either under this Agreement or in general.

(h) Enforceability. We may not be adequately compensated by damages for a breach by you of any of the covenants and agreements contained in this Section, and that we will, in addition to all other remedies, be entitled to injunctive relief and specific performance. The covenants and agreements contained in this Section will be construed as separate covenants and agreements, and if any court or arbitrator makes a final determination that the restraints provided for in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court or arbitrator deems reasonable, and such covenants and agreements may be enforced as to such reduced area, activity or time.

17. Trade Secrets and Confidential Information. You understand that we have disclosed or will disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurant and as approved by us, you may not, during the Term or at any time after the expiration or termination of the Franchise, regardless of the cause of termination, directly or indirectly, use for your own benefit or commun-

icate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software, programs or methods of operation of the Restaurant or the System. You will disclose to your employees only such confidential, proprietary or trade secret information as is necessary to operate your business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including drawings, materials, equipment, marketing, recipes, and other data, that we designate as secret or confidential is deemed secret and confidential for purposes of this Agreement. Confidential and proprietary information does not include information that: (i) at the time disclosed to or obtained by you is in the public domain; (ii) after being disclosed or obtained becomes part of the public domain other than through your breach of this agreement; (iii) before disclosure was already in your possession, as evidenced by written records kept in the ordinary course of business or by proof of actual use; (iv) was received by you from a third party (other than our Affiliate) and which the third party had a bona fide right to possess and disclose without breaching any duty, obligation or restriction imposed by agreement, operation of law or otherwise; or (v) is independently developed by you without reference to information disclosed to you by us or our Affiliate. Disclosure of information in compliance with lawful legal process will not constitute a breach of this Agreement, provided, that you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies.

18. Insurance.

(a) Types and Extent of Coverage. You must obtain and maintain throughout the Term such insurance coverages with such limits as specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises) under policies issued by carriers rated "B+" or better by A.M. Best Company:

(i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at no less than the actual replacement value of the building (if owned), the contents, and improvements of the Restaurant;

(ii) workers' compensation and other insurance required by law;

(iii) commercial general liability insurance on an "occurrence" form covering all operations by or on behalf of you, providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for:

(A) Premises and Operations Liability;

(B) Products and Completed Operations Liability;

(C) Independent Contractors Protective Liability;

(D) Blanket Contractual Liability insuring the obligations assumed by you under this Agreement; and

(E) Incidental Medical Malpractice;

(iv) fire legal liability, with a minimum coverage limit of $500,000, unless you own the Premises or have a cross-waiver of subrogation with your landlord.

The limits of liability required for the policies specified in (iii) above are: $1,000,000 each occurrence (combined single limit for bodily injury and property damage); $1,000,000 personal injury liability; $1,000,000 aggregate for products - completed operations; and $2,000,000 general aggregate. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit must apply separately to each location if you operate at more than one location pursuant to multiple franchise agreements with us. You are also required to maintain an umbrella policy with a minimum of $1,000,000 of coverage, which must expressly provide coverage above the coverages listed above. We must be named as an additional insured on all your policies. These are only the minimum coverages required. We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors to assure that you obtain all required coverages as well as any additional types of coverages or higher limits that they may recommend.

(b) Other Insurance Requirements. Upon request, you will deliver to us copies of all such policies of insurance and proof of payment therefor. All policies required hereunder must provide that the insurer will endeavor to give us written notice not less than 30 days before the date the coverage is canceled, altered, or permitted to lapse or expire. We may, from time to time, increase the limits of any required policy of insurance.

19. Termination by Us.

(a) Automatic Termination. You will be in default under this Agreement, and the Franchise and all rights granted to you in this Agreement automatically terminate without notice to you, if: (i) you make a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by you; (ii) such a petition is filed against and not opposed by you; (iii) you are adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for your business or assets and consented to by you; (v) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (vii) a final judgment against you remains unsatisfied or of record for 30 days or longer (unless an appeal or supersedeas bond is filed); (viii) you are liquidated or dissolved; (ix) any portion of your interest in the Franchise becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person claiming against or in your rights; (x) execution is levied against your business or property; or (xi) the real or personal property of your Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

(b) Upon Notice. You will be in default and we may, at our option, terminate the Franchise and all rights granted in this Agreement, without affording you any opportunity to cure the default, effective upon the earlier of receipt of notice of termination by you, or five days after mailing of such notice by us, if:

(i) at any time you cease to operate or otherwise abandon the Restaurant or forfeit the right to do or transact business in the jurisdiction where the Restaurant is located or lose the right to possession of the Premises; provided however, that if any such loss of possession results from the governmental exercise of the power of eminent domain or if, through no fault of yours, the Premises are damaged or destroyed, then you will have 45 days after either such event in which to apply for our approval to relocate or reconstruct the premises of the Restaurant (which approval shall not be unreasonably withheld), provided, that you must either relocate or begin and diligently pursue reconstruction of the Restaurant within 60 days after the event;

(ii) except as otherwise permitted in Sections 14 and 15, any owner of more than a 5% interest in you transfers all or part of such interest or you transfer any interest in the Franchise or a material portion of your assets or the assets of the Restaurant without our prior written consent;

(iii) you, or any person or entity owning more than 5% of you, are (or is) proven to have engaged in fraudulent conduct or are (or is) convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude or any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the Marks or the goodwill associated therewith; provided, that if the act or conviction involves your owner, we will not terminate the Franchise if you notify us promptly after you learn of the event constituting the default and within 15 days of the date of the notice, that either: (A) the person or entity that committed the wrongful act has divested his, her or its entire interest in you; or (B) you obtain our consent for such owner to maintain his, her or its ownership interest;

(iv) an approved transfer is not effected within 9 months of your death or incapacity, or the death, incapacity or dissolution of any owner of an interest in you;

(v) you make any intentional, unauthorized disclosure or divulgence of the contents of any Manual or other confidential information provided to you by us;

(vi) you are repeatedly notified of being in default of any of the terms or requirements of this Agreement within any 12-month period, whether or not such defaults are timely cured after notice;

(vii) you fail to comply with any of your covenants set forth in Sections 16 or 17, fail to maintain the insurance coverages under Section 18, or make any material misrepresentation to us or breach any warranty or representation made to us, whether in this Agreement or otherwise;

(viii) you knowingly or intentionally maintain false books or records or submit any false record, statement or report to us;

(ix) you, by act or omission, materially impair the value of, or the goodwill associated with, the Chain, any of the Marks or the System;

(x) an imminent threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant; or

(xi) you fail to close the Restaurant within 24 hours of being required to do so pursuant to Section 19.(c)(v) below.

(c) Upon Notice and Failure to Cure. In addition to those defaults provided for under subsections (a) or (b) above, you will be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Except as provided under subsections (a) or (b) above, we will provide you with written notice and 30 days to cure or, if a default cannot reasonably be cured within 30 days, to begin within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. If the defaults specified in such notice are not cured within the 30-day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate the Franchise effective on the earlier of the date of receipt by you of notice of termination or 5 days after the mailing of such notice by us. Such defaults include the occurrence of any of the following events:

(i) you fail to construct, remodel, or commence operating the Restaurant in accordance with this Agreement;

(ii) you fail, refuse, or neglect to promptly pay any monies owing to us, our Affiliates or the Marketing Fund or a Cooperative when due, or to submit the financial or other information required under this Agreement;

(iii) any person or entity owning 5% or less of you transfers such interest in violation of this Agreement; provided, however, that your right to cure such a default will be conditioned upon you immediately notifying us of the improper transfer and taking all actions necessary to either: (A) obtain our approval thereof; or (B) if approval is not desired or the transfer or transferee is not approved by us, to re-acquire the interest so transferred;

(iv) you misuse or make any unauthorized use of the Marks;

(v) you, by act or omission in connection with the operation of the Restaurant, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body or an imminent threat or danger to public health or safety, an imminent hazard to the health or safety of Restaurant personnel, or other threat or danger of immediate and substantial harm to the System or the image and goodwill associated with the System and the Marks results from the construction, maintenance, or operation of the Restaurant (and, in the case of any such imminent threat or danger or any law, ordinance, rule or regulation for public or Restaurant personnel health or safety, we have the right to reduce the cure period to 72 hours and require you to close the Restaurant until the cure is effected); or

(vi) you commit a material breach of the lease for the Premises or suffer or permit the existence of any condition that could result in your default or material breach of such lease.

(d) Materiality of Breaches. You acknowledge that a breach or violation of any term, covenant, condition, warranty, representation or other obligation by you (other than a breach or violation that may be cured under Section 19.(c) and is in fact cured within 15 days after notice) constitutes a material breach and default under this Agreement. Any breach or violation that may be cured under Section 19.(c) and that is not in fact cured within the 15-day cure period also constitutes a material breach and default under this Agreement.

20. Obligations upon Termination or Expiration. Upon transfer, termination or expiration of the Franchise, all rights granted to you under this Agreement terminate, and you have the following obligations with respect to the Restaurant franchised under this Agreement:

(a) You must immediately cease to operate the business franchised under this Agreement, and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a Papa John's franchisee with respect to such business.

(b) You must immediately and permanently cease to use, in any manner whatsoever, all confidential information, website, methods, procedures and techniques used by or associated with the System, and the proprietary Marks "Papa John's," "Papa John's Pizza," and all other Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the Papa John's Chain, including in any website or domain name.

(c) You must immediately return to us (or, if approved by us, to your transferee) any property held or used by you that is owned by us and cease to use, and either destroy or convey to us (or, if approved by us, to your transferee), all signs, advertising materials, displays, stationery, forms and any other materials that bear or display the Marks.

(d) You must take such actions as may be necessary to cancel any assumed name or similar registration that contains the mark "Papa John's" or "Papa John's Pizza" or any other Mark, and you furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of the Franchise.

(e) You must promptly pay all sums owed to us and our Affiliates, and if the Franchise is terminated for any reason other than as a result of a material breach of this Agreement by us that is not cured within 30 days or such longer period as may be necessary after written notice thereof from you, such sums include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default and the termination, which obligation will give rise to and remain, until paid in full, a lien in favor of us against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on the Premises on the date the Franchise terminated and we have the right to set off against and deduct any amounts owed to you by us or any of our Affiliates any or all sums owed to us or our Affiliates that remain unpaid 30 days after termination or expiration of this Agreement.

(f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

(g) You must immediately deliver to us (or, if approved by us, to your transferee) all Manuals, policy and procedure statements, instructions, and other materials related to operating the Restaurant, including brochures, charts and any other materials provided by us and all copies thereof, and neither retain nor convey to another (other than an approved transferee) any copy or record of any of the foregoing and, in the case of expiration or termination of the Franchise, you must allow us to remove the Designated Software as described in Section 10.(c)(iv)(E).

(h) You must comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information contained in Sections 16 and 17.

(i) You will not, for a period of two (2) years after the transfer, termination or expiration of the Franchise (the "Restricted Period"), regardless of the reason for any such termination or expiration, within a 10-mile radius of (1) the Restaurant, or (2) any business location at which we or an Affiliate or our franchisee then operates a Papa John's restaurant or other Papa John's business,

(A) directly or indirectly, irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any Competitive Business, or

(B) directly or indirectly, irrespective of whether compensation is provided, engage in any such Competitive Business on your own account, or

(C) become interested in any such Competitive Business, directly or indirectly, irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity, provided that the purchase of a publicly traded security of a corporation engaged in such business or service does not in itself constitute a breach of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation, or

(D) divert or attempt to divert any business or any customers of the Papa John's chain to any Competitive Business.

21. Independent Contractor; Indemnification.

(a) Independent Contractor. This Agreement creates only a contractual relationship between the parties subject to normal rules of contract law. This Agreement does not create a fiduciary relationship between us and you and you are and will remain an independent

contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. You will hold yourself out to the public as an independent contractor, separate and apart from us. You will not make any contract, agreement, warranty or representation on our behalf without our prior written consent, and you agree that you will not incur any debt or other obligation in our name. This Agreement will not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

(b) Business Management. You acknowledge that: (i) we will have no responsibility for the day-to-day operations of the Restaurant or the management of your business, including ensuring the safety and security of your customers or employees; (ii) you independently control the operation of your business and the results of your operations will depend almost exclusively on your business acumen and promotional and managerial efforts; and (iii) we have no responsibility for or control or supervision of your employment practices.

(c) Indemnification. We will not be liable by reason of any act or omission by you in your operation of the Restaurant or for any claim, cause of action or judgment arising therefrom against you or us. You will hold harmless, defend and indemnify us and our Affiliates, and our and their respective shareholders, officers, directors, agents, and employees, from and against any and all losses, expenses, judgments, claims, costs (including reasonable attorney fees, court costs, and expert witness costs, as and when incurred) and damages arising out of or in connection with any claim or cause of action in which we are or become a named defendant and that arises, directly or indirectly, out of the construction or operation of, or in connection with, your Restaurant, other than a claim finally determined to have resulted directly from our negligence.

22. Your Representations. You hereby acknowledge and represent that:

(a) All information submitted to us by you or those owning an interest in you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading.

(b) We have not represented to you that: (i) you will earn, can earn, or are likely to earn a gross or net profit; (ii) we have knowledge of the relevant market; or (iii) the market demand will enable you to earn a profit from the Franchise.

(c) You have read and understood this Agreement and the disclosure document entitled "Papa John's Franchise Disclosure Document" (the "Disclosure Document") required by the Federal Trade Commission and/or the state in which the Restaurant will be located. You understand that we make no representation or warranty regarding your relevant market or the profitability of business operations under the System. 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 made by us, or by any of our Affiliates or our or their officers, directors, shareholders, employees or agents, that are contrary to or inconsistent with the terms of this Agreement or with the statements made in the Disclosure Document that we furnished to you in connection with the offer and sale of Papa John's franchises.

(d) You accept the terms, conditions and covenants contained in this Agreement as being reasonable and necessary to maintain our standards of quality, service and uniformity and in order to protect and preserve the goodwill of the Marks. You acknowledge that other franchisees of ours have been or will be granted franchises at different times and in different situations. You further acknowledge that the provisions of the franchise agreements pursuant to which such franchises were granted may vary materially from those contained in this Agreement and that your obligation arising hereunder may differ substantially from other franchisees.

(e) You recognize that the System may evolve and change over time and that the Franchise involves an investment of substantial risk and its success is dependent primarily upon your business acumen and your efforts and other factors beyond our control. You have conducted an independent investigation of the Franchise and have had ample time and opportunity to consult with independent professional advisors (lawyers, accountants, etc.), and have not received or relied upon any express or implied guarantee as to potential volumes, revenues, profits or success of the business venture contemplated by the Franchise.

(f) Neither you nor any shareholder, member or other holder of any ownership interest in you is subject to or has entered into any other agreement, promise, representation, warranty, covenant, court order or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits your entering into this Agreement or your ability to perform your obligations under this Agreement.

23. ENFORCEMENT.

(a) ARBITRATION. EXCEPT FOR CONTROVERSIES, DISPUTES OR CLAIMS RELATED TO OR BASED ON: (1) ANY ACTION TO STOP OR PREVENT ANY THREAT OR DANGER TO PUBLIC HEALTH OR SAFETY RESULTING FROM THE CONSTRUCTION, MAINTENANCE, OR OPERATION OF THE RESTAURANT; (2) ANY DEBT COLLECTION ACTION (OTHER THAN OUR ENFORCEMENT OF YOUR OBLIGATION TO CONTRIBUTE TO A COOPERATIVE); OR (3) AT THE CLAIMANT'S OPTION, ANY ALLEGED VIOLATION OF ANY PROVISION OF SECTION 16 OR 17 HEREOF, OR USE OF THE MARKS AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT; ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN US (INCLUDING OUR AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES)AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES AND EMPLOYEES, IF APPLICABLE) ARISING OUT OF OR RELATED TO:

(i) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT, INCLUDING YOUR OBLIGATION TO CONTRIBUTE TO A COOPERATIVE;

(ii) OUR RELATIONSHIP WITH YOU, INCLUDING ISSUES RELATING TO OUR DECISION TO TERMINATE THAT RELATIONSHIP;

(iii) THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT; OR

(iv) ANY STANDARD, SPECIFICATION OR OPERATING PROCEDURE RELATING TO THE ESTABLISHMENT OR OPERATION OF THE RESTAURANT

MUST BE SUBMITTED FOR BINDING ARBITRATION TO THE AMERICAN ARBITRATION ASSOCIATION ("AAA") ON DEMAND OF EITHER PARTY. SUCH ARBITRATION PROCEEDING WILL BE CONDUCTED IN LOUISVILLE, KENTUCKY AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WILL BE HEARD BY ONE ARBITRATOR IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AAA. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) AND NOT BY ANY STATE ARBITRATION LAW.

THE ARBITRATOR HAS THE RIGHT TO AWARD OR INCLUDE IN THE AWARD ANY RELIEF THAT THE ARBITRATOR DEEMS PROPER IN THE CIRCUMSTANCES, INCLUDING MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE OR DATE DAMAGES ARISE OR ARE INCURRED), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS, PROVIDED THAT THE ARBITRATOR DOES NOT HAVE THE RIGHT TO DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TO AWARD EXEMPLARY OR PUNITIVE DAMAGES. THE AWARD AND DECISION OF THE ARBITRATOR WILL BE CONCLUSIVE AND BINDING UPON ALL PARTIES HERETO, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

WE AND YOU ARE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. IN CONNECTION WITH ANY ARBITRATION PROCEEDING, EACH PARTY MUST SUBMIT OR FILE ANY CLAIM THAT WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY SUCH CLAIM THAT IS NOT SUBMITTED OR FILED AS DESCRIBED ABOVE WILL BE FOREVER BARRED.

EXCEPT FOR INCLUSION OF RELATED PARTIES AS EXPRESSLY PROVIDED IN THIS SECTION 23.(a), ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US (INCLUDING OUR AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES) AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES OR EMPLOYEES, IF APPLICABLE) MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN US AND ANY OTHER

PERSON, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR ASSOCIATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO OBTAIN A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY (WITHIN 10 BUSINESS DAYS OF COMMENCEMENT OF COURT ACTION) SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD PARTY NON-SIGNATORIES AND WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(b) GOVERNING LAW. EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.) OR OTHER APPLICABLE PREEMPTIVE FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO OBTAIN A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

(d) WAIVER OF PUNITIVE DAMAGES. EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 21 AND CLAIMS WE BRING AGAINST YOU UNDER SECTIONS 16.(c), 16.(f) AND 17, WE AND YOU AND YOUR OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST

THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS (INCLUDING PRE-JUDGMENT INTEREST).

(e) WAIVER OF JURY TRIAL. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

(f) LIMITATIONS OF CLAIMS. EXCEPT FOR CLAIMS BROUGHT BY US WITH REGARD TO YOUR OBLIGATIONS UNDER SECTIONS 16 AND 17, AND YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 21, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF YOU AND US PURSUANT TO THIS AGREEMENT WILL BE BARRED UNLESS AN ACTION IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED, OR ONE (1) YEAR FROM THE DATE ON WHICH THE CLAIMANT KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER LATER OCCURS.

(g) Costs, Expenses and Attorneys' Fees. Except as provided in Sections 16.(f), 20 and 21, each party must pay its own costs, expenses and attorneys' fees in any arbitration, claim, suit or proceeding arising out of this Agreement or the franchise relationship of the parties.

24. Notices. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement must be in writing and be given: (i) by personal delivery; or (ii) provided such notice, request, demand or communication is actually received by the party to which it is addressed in the ordinary course of delivery, by deposit in the United States mail, postage prepaid; or (iii) by registered or certified mail, return receipt requested, postage prepaid, or by delivery to a nationally-recognized overnight courier service; in each case addressed as follows, or to such other person or entity as either party may designate by notice to the other in accordance herewith:

Us: If by Mail:
P.O. Box 99900
Louisville, Kentucky 40269-0900
ATTN: General Counsel

If by Courier or Personal Delivery:
2002 Papa John's Boulevard
Louisville, Kentucky 40299-2367
ATTN: General Counsel

You: _____
_____
ATTN: _____

Except as otherwise provided herein, a notice will be deemed to have been given: (a) on the date of personal delivery to a party; (b) actual receipt by regular mail; (c) on the second business day after deposit with a nationally recognized courier service; or (d) on the third business day after deposit in the United States mail, registered or certified mail, return receipt requested.

25. Miscellaneous.

(a) Tolling; Severability. During any period in which any covenant in Section 16 or 17 is being breached by you, including any period in which we or you are seeking arbitral or judicial enforcement, interpretation or modification of any such covenant, and all appeals thereof, the Restricted Period will toll and be suspended. You will be bound to the maximum extent permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from the striking of any provision hereof by a court or arbitrator, or that a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or that may result from reducing the scope of any provision to the extent required to comply with a court order, arbitral award or decision or with any applicable state or federal law, whether currently in effect or subsequently enacted.

(b) Construction. All references herein to the masculine, neuter or singular must be construed to include the masculine, feminine, neuter or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements and obligations herein made or undertaken by you will be deemed jointly and severally undertaken by all those executing this Agreement as you. All uses of the words "include", "includes" and "including" mean "including but not limited to" or "including without limitation."

(c) Entire Agreement. This Agreement, the documents incorporated herein by reference and the Exhibits attached hereto, constitute the entire agreement between the parties, and all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement, provided, nothing in this Agreement is intended to disclaim any representations made in the Franchise Disclosure Document that we furnished to you in connection with the offer and sale of Papa John's franchises. The Exhibits to this Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

(d) Affiliate. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by us or that owns or controls us or is under common control with us, directly or through one or more intermediaries.

(e) Amendments. Except for those permitted to be made unilaterally by us, no supplement, amendment or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto.

(f) Waivers. No failure by us to exercise any right given to us hereunder or to insist upon strict compliance by you with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof, constitutes a waiver of our right to demand full and exact compliance by you with the terms hereof. Waiver by us of any particular default by you does not affect or impair our rights with respect to any subsequent default

of the same or of a different nature, nor will any delay or omission by us to exercise any right arising from such default affect or impair our rights as to such default or any subsequent default.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

(h) Headings. The headings used in this Agreement are for convenience only, and the paragraphs will be interpreted as if such headings were omitted.

(i) Time of Essence. You acknowledge that time is of the essence with regard to your obligations hereunder and that all of your obligations are material to us and this Agreement.

(j) Effective Date. This Agreement is effective only upon execution by an authorized representative of Papa John's and delivery to you. The date that we set forth below is the Effective Date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

_____

By: _____
Title: _____

PAPA JOHN'S FRANCHISING, LLC.

By: _____
Title: _____
Effective Date: _____

PAPA JOHN'S

NON-TRADITIONAL FRANCHISE AGREEMENT

EXHIBIT A

EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the ____ day of _____, 20___, between **PAPA JOHNS USA, INC.**, a corporation organized under the laws of the Commonwealth of Kentucky ("PJUSA"), and _____, a _____ (State) _____ ("Lessee").

RECITALS:

A. PJUSA has agreed to purchase and lease to Lessee certain MiddlebyMarshall pizza ovens and other restaurant equipment as more fully described in Section 1.

B. Lessee desires to lease such equipment from PJUSA and PJUSA has agreed to do so, upon the terms and conditions of this Lease.

NOW THEREFORE, PJUSA and Lessee hereby agree as follows:

1. Lease of Equipment; Upgrade Option. PJUSA hereby leases to Lessee and Lessee hereby rents from PJUSA, the restaurant equipment (the "Equipment") identified on Schedule 1 attached hereto.

2. Term. The term of this Lease commences on the date hereof and continues until the last day of the 48th full month after the date that the Restaurant (as defined in Section 3.a) opens for business (the "Initial Term").

3. Rental Charges/Purchase Option.

a. Consideration, The consideration for the leasing of the Equipment to Lessee during the Term is the commitment of Lessee to open and continuously operate Papa John's pizza restaurant #_____, located at _____, _____, _____ (the "Restaurant") under a Franchise Agreement with Papa John's Franchising, LLC. ("PJF"), parent of PJUSA. So long as Lessee meets the lease contingency set forth below and remains in full compliance with the terms of the Franchise Agreement, no monthly or annual payments shall be due for the use of the Equipment.

b. Purchase Option. If Lessee is in good standing with PJF at the end of the Term and the Restaurant is still open and operating pursuant to Franchise Agreement, Lessee may purchase the Equipment by paying $50 to PJUSA within 45 days of the expiration of the

Term. If Lessee fails to meet any of the above criteria during the Term or after, the right of possession of the Equipment shall automatically revert to PJUSA.

c. Lease Contingency. This Lease is contingent upon the Restaurant being open for business on or before _____. If the Restaurant is not open for business on or before such date, PJUSA may revoke this Lease and, at PJUSA's option, require Lessee to either: (i) purchase the Equipment; or (ii) purchase a designated portion of the Equipment and enter a Lease for the remainder of the Equipment; or (iii) return the Equipment to PJUSA. The Restaurant must be open to the public and operating during normal business hours on normal business days to be "open for business" for purposes of this Lease. A promotional, token or "soft" opening of a Restaurant followed by closure for 48 hours or more does not constitute open for business.

4. Delivery and Freight Costs; Installation. Lessee shall pay all costs of (a) transportation and freight charges for delivery of the Equipment to Lessee's designated location; and (b) providing a suitable site for installation of the Equipment and actual installation of the Equipment at Lessee's site, including without limitation: rigging; structural alteration; rental of installation tools or equipment; necessary electrical power; and HVAC equipment and installations.

5. Return of Equipment. Except for Equipment purchased by Lessee pursuant to this Agreement or otherwise agreed by PJUSA, within 10 days of termination or expiration of this Lease, Lessee shall, and its own cost and expense, prepare the Equipment for shipping and deliver the Equipment to PJUSA or its designated agent. In the event Lessee fails or refuses to do so, Lessee shall allow PJUSA or its agents access to the premises where the Equipment is located to take immediate possession. The Equipment shall be returned to PJUSA in substantially the same condition as received by Lessee, ordinary wear and tear excepted. Upon receipt of the Equipment, PJUSA will perform diagnostic testing to determine whether the Equipment in is good condition and working order reasonably suited for its normal use and operation. If the Equipment fails such diagnostic testing, Lessee shall pay to PJUSA a maintenance fee equal to the cost to PJUSA of returning the Equipment to good condition and working order.

6. Ownership; Location; Use. The Equipment shall at all times be and remain the sole and exclusive property of PJUSA. Lessee shall have no right or property interest in the Equipment except for the right to possess and use the Equipment as provided in this Lease. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessee shall at all times keep the Equipment free and clear from all claims, levies, liens and encumbrances. The Equipment shall be used solely for operation of the Restaurant and not for any other commercial, personal, family or household purposes. Lessee shall not make any alterations to the Equipment without the prior written consent of PJUSA.

7. Repairs and Maintenance. Lessee shall, at its own cost and expense, maintain the Equipment in good working order and make any and all repairs necessary to maintain the Equipment in good working order during the Term. Lessee shall follow the service procedures provided in Schedule 2.

8. Risk of Loss; Insurance; Indemnification. Lessee shall assume and bear the risk of loss or damage to the Equipment from the time the Equipment is delivered by PJUSA to a carrier for shipment to Lessee's designated location until returned to PJUSA. Throughout the Term and until possession of the Equipment is returned to PJUSA, Lessee shall keep the Equipment insured against all risks of loss in an amount not less than the replacement cost of the Equipment and PJUSA shall be listed as an additional insured and/or loss payee on such policy or policies of insurance. Lessee shall also carry general commercial liability insurance covering the Equipment and Lessee's use thereof, naming PJUSA as an additional insured thereunder. Lessee shall indemnify and defend PJUSA, together with its affiliates and their respective officers, directors, agents, employees and shareholders against, and hold each and all of them harmless from, all claims, liabilities, costs, damages and expenses arising from or related to Lessee's possession, use or operation of the Equipment, including without limitation, claims for damage to property or injury to persons. Lessee indemnification obligations hereunder shall survive the expiration or termination of this Lease.

9. Condition of Equipment. PJUSA warrants only that the Equipment, when delivered to Lessee's possession, will be free of all liens and encumbrances other than this Lease. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND PJUSA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Lessee agrees to look solely to the manufacturer for any warranty that may be offered. Lessee shall be responsible for reviewing and understanding the limited warranty offered by Middleby Marshall and making any claims under such warranty directly with such manufacturer in accordance with its warranty policies. Under no circumstances shall PJUSA be responsible or liable to Lessee or any other party for lost profits, or consequential or incidental damages, even if advised of the possibility thereof, and Lessee hereby waives any claim against PJUSA for any such losses or damages. Lessee shall be responsible for obtaining and maintaining any and all necessary or appropriate governmental approvals or permits for the installation and use of the Equipment, including ventilation.

10. Assignment; Sublease. Lessee shall have no right to assign this Lease or to sublease the Equipment without the prior written consent of PJUSA.

11. Default. Lessee shall be in default under this Lease if:

a. Lessee is declared in default of the Franchise Agreement or the lease for the Restaurant premises;

b. Any action is brought against Lessee causing the Equipment to be taken or encumbered;

c. Lessee dissolves or abandons its business, Lessee ceases to do business as a going concern, Lessee becomes insolvent, files a petition in bankruptcy, has a petition in bankruptcy filed against it which Lessee does not oppose, Lessee is adjudicated bankrupt or insolvent, Lessee makes an assignment for the benefit of creditors, or Lessee consents to the appointment of a receiver or trustee for all or any material portion of its assets;

d. Lessee fails to comply with any material term or provision of this Lease or to perform or fully discharge any of its duties or obligations hereunder.

12. PJUSA Remedies. In the event of default by Lessee, PJUSA shall be entitled to the following remedies, which shall be cumulative and not exclusive of any other remedies to which PJUSA may be entitled under applicable law, PJUSA or its designated agents or representatives may enter Lessee's site and repossess the Equipment or sue for a court ordered repossession and Lessee shall pay all costs and charges incurred by PJUSA in connection therewith, including without limitation, costs or charges incurred by PJUSA to recover the Equipment and return it to allocation chosen by PJUSA.

13. Currency; Taxes. All payments due to PJUSA hereunder shall be made in U.S. Dollars, and at PJUSA's election shall be paid by check, in immediately available funds, or via electronic funds transfer initiated by PJUSA, all without setoff or withholding by Lessee. Applicable sales or use tax will be billed to lessee as required by law.

14. Governing Law. This Lease shall be governed by and construed in accordance with, the laws of the Commonwealth of Kentucky, excluding its conflict of laws principles.

15. Entire Agreement. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and prior written or contemporaneous oral agreement with respect thereto.

IN WITNESS WHEREOF, PJUSA and Lessee have executed this Lease as of the date first set forth above.

PAPA JOHN'S USA, INC.	**LESSEE:**
	_____ **Franchise Entity**
By: _____ Signature	By: _____ Signature
_____ Printed Name	_____ Printed Name
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1 - Equipment

Date:_____ Store#:_____ Franchise:_____

Store Address:_____ City/St/Zip:_____

_____ Double Stack of Middleby-Marshall WOW Ovens, Model No. _____
Serial No. _____Serial No. _____

SCHEDULE 2 – Service Procedures

1. All Middleby Marshall oven manuals, which contain critical cleaning and preventive maintenance information, are available on their website:

www.middleby.com

(a)Click on tab "Our Brands" at top of page
(b)Click on the Middleby Marshall logo (in the middle of the page)
(c)Click on tab "Manuals" on the information bar
(d)Select applicable oven model.
(e)Select "Owner's Operating and Installation Manuals".
(f)Select fuel application (Gas or Electric). There may be an option of language in which to view and print. Select one.
(g) Print

2. Lessee shall have the ovens cleaned per the manufacturer's recommendations, but in no event less than twice yearly.

3. Lessee shall have preventive maintenance performed on the ovens by the manufacturer's authorized service agency, per the manufacturer's recommendations but in no event less than once yearly. A listing of authorized service agents is available via Middleby Marshall's website or by calling 847-429-7852.

4. Lessee shall provide copies of cleaning invoices and preventive maintenance invoices to PJUSA immediately upon request.

5. All oven service calls will be placed to the Middleby Marshall WOW Call Center [(847) 429-7852] for troubleshooting, and if necessary, the Call Center will dispatch an authorized service agent for any repairs.

6. The Doyon Sheeter Call Center [(800) 463-4273] will provide troubleshooting on the dough sheeter and will dispatch their authorized service agent for any repairs.

PAPA JOHN'S

NON-TRADITIONAL FRANCHISE AGREEMENT

EXHIBIT B

OVEN PAYMENT AGREEMENT

This **OVEN PAYMENT AGREEMENT** ("Agreement") is made and entered into as of the _____day of _____, 20___ by and between **PAPA JOHN'S USA, INC.** , a Kentucky corporation and ("Papa John's") and _____, a _____ _____ ("Franchisee").

RECITALS:

A. Franchisee is obligated to reimburse Papa John's for two Middleby-Marshall [insert model number] ovens, serial numbers _____ and _____ that were installed at Papa John's restaurant #_____, [address of restaurant] (the "Equipment"), totaling $_____.

B. Papa John's has agreed to accept monthly installments toward the payment of this debt, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Franchisee and Papa John's hereby agree as follows:

1. Payment; Terms. Franchisee shall pay Papa John's the sum of $_____ (the "Debt") in monthly installments as follows: (a) twelve (12) equal installments of $_____ beginning _____, 201__ and continuing through _____, 201__; and (b) one (1) final payment of $_____. Each installment, including the final payment, shall be paid via electronic debit to Franchisee's designated bank account.

2. Default; Remedies. In the event of default in payment by Franchisee, Papa John's shall be entitled to the following remedies, which shall be cumulative and not exclusive of any other remedies to which PJUSA may be entitled under applicable law: (a) Papa John's or its designated agents or representatives may enter the site and repossess the Equipment; or (b) Papa John's may sue for a court ordered repossession; and in either case, Franchisee shall pay all costs and charges incurred by Papa John's in connection therewith, including without limitation, costs or charges incurred by Papa John's to recover the Equipment and return it to a location chosen by Papa John's.

3. Further Actions. Franchisee hereby agrees to execute and deliver such additional instruments and documents, and to take such additional actions, as may be reasonably required from time to time in order to effectuate the terms and provisions of this Agreement, including without limitation, executing and delivering to Papa John's one or more financing statements or other security instruments.

4. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with respect to subject matter hereof and supersedes any prior written or contemporaneous oral agreement with respect thereto.

IN WITNESS WHEREOF, Papa John's and Franchisee have executed and delivered this Agreement as of the date first set forth above.

PAPA JOHN'S USA, INC

By:_____

Title:_____

_____

By:_____

Title:_____

EXHIBIT D-2

SMALL TOWN NON-TRADITIONAL FRANCHISE AGREEMENT

PAPA JOHN'S

FRANCHISE AGREEMENT

SMALL TOWN

NON-TRADITIONAL RESTAURANT

Franchisee: _____
Address: _____
_____
_____

Store No. ____

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PAPA JOHN'S

FRANCHISE AGREEMENT

SMALL TOWN

NON-TRADITIONAL RESTAURANT

THIS FRANCHISE AGREEMENT ("Agreement") is made as of the "Effective Date" (as defined in Section 25.(j)), by and between **PAPA JOHN'S FRANCHISING, LLC.**, a Kentucky limited liability company ("we", "us" or "Papa John's"), and _____, a _____ ("you"). If you are a corporation, limited liability company, partnership or other business entity, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS:

A. We and our Affiliates have expended time, money and effort to develop a unique system for operating retail restaurants devoted primarily to carry-out and delivery of pizza and other food items. The chain of current and future Papa John's restaurants is referred to as the "Papa John's Chain" or the "Chain."

B. The Chain is characterized by a unique system which includes: special recipes and menu items; distinctive design, decor, color scheme and furnishings; software and programs; standards, specifications and procedures for operations; procedures for quality control; training assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

C. We identify our goods and services with certain service marks, trade names and trademarks, including "Papa John's," "Papa John's Pizza" and "Pizza Papa John's and Design" (the Papa John's Logo) as well as certain other trademarks, service marks, slogans, logos and emblems that have been or may be designated for use in connection with the System from time to time (the "Marks").

D. Papa John's offers a program (the "Small Town Non-Traditional Program") that allows for development and operation of non-traditional Papa John's restaurants in cities, towns and areas with lower household counts than areas where traditional Papa John’s restaurants are located.

E. You now desire to enter into this Agreement regarding the operation of one Papa John's restaurant under the System and the Marks at the location listed below (the "Restaurant") under the Papa John's Small Town Non-Traditional Program.

F. We have agreed to grant you a franchise for the Restaurant on the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Grant. Subject to the terms and conditions of this Agreement and your continuing faithful performance, we hereby grant to you the non-exclusive right and franchise (the "Franchise") to operate a Small Town Non-Traditional Restaurant under the System and the Marks to be located at:

_____
_____
_____

(the "Location")

Pursuant to this grant, you will, at your own expense, construct or remodel, and equip, staff, open and operate the Restaurant at the Location on or before _____. You must commence operating the Restaurant and diligently operate such business in accordance with this Agreement for the Term (defined below). Approval of the Location by us does not constitute an assurance, representation or warranty of any kind, expressed or implied, as to: (i) the suitability of the Location for a Papa John's restaurant; (ii) the successful operation of the Restaurant; or (iii) for any other purpose. Our approval of the Location indicates only that we believe it complies with acceptable minimum criteria that we establish solely for our purposes at the time of the evaluation. Unless we otherwise approve, the operations of the Restaurant may be carried on only from the Location.

2. Term, Renewal and Expiration.

(a) Initial Term. The Franchise is granted for a term of 5 years from the Effective Date of this Agreement, unless terminated or reclassified earlier as provided in this Agreement (the "Initial Term"). Unless terminated or reclassified as provided in this agreement, you have the option to renew this Agreement for three additional 5-year terms (the "Renewal Term") subject to the provisions of Section 2.(c).

(b) Term. As used in this Agreement, "Term" means the Initial Term, the Renewal Term or any extension of either of them, as the case may be.

(c) Renewal of Franchise. This Agreement does not automatically renew upon the expiration of the Initial Term. You have an option to renew the Franchise upon the expiration of the Initial Term. You may renew the Franchise for three additional 5-year terms (the "Renewal Term") if, and only if, each and every one of the following conditions is satisfied:

(i) You give us written notice of your desire to renew the Franchise not less than 3 months nor more than 6 months before the end of the Initial Term, provided that if we

have not received notice from you of your desire to renew within such period, we will notify you and you will have a period of 30 days thereafter within which to submit the renewal notice.

(ii) You are in full compliance with this Agreement and there is no uncured default by you under this Agreement; there has been no series of defaults by you during the Initial Term (i.e., an abnormal frequency of defaults or a default that has occurred repeatedly, or a combination thereof), whether or not such defaults were cured; all your debts and obligations to us and our Affiliates under this Agreement or otherwise are current; and your obligations to the Marketing Fund and each Cooperative (defined below) of which you are a member are current.

(iii) You secure the right to continue possession of the Premises for a period at least equal to the Renewal Term or, alternatively, you secure premises at another location that we approve for the same period.

(iv) Your Principal Operator (defined below) and manager attends and successfully completes our training program for new franchisees.

(v) We are then continuing to offer Papa John's Pizza franchises in the state in which the Restaurant is located and have all required documents filed and all necessary approvals to offer Papa John's franchises in that state.

(vi) You pay us a renewal fee of $1,000.

(vii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities.

(viii) You make, or provide for in a manner reasonably satisfactory to us, such renovation and re-equipping of the Restaurant as may be necessary or appropriate to reflect the then-current standards and image of the System, including renovation or replacement of signs, equipment, furnishings, fixtures and decor; provided that substantial renovation and re-equipping will not be required if you have substantially renovated the Restaurant within the 3-year period immediately preceding the end of the Initial Term.

(d) Second Renewal Option. In addition to the renewal option under Section 2.(c), you shall have a second option to renew the Franchise for the Restaurant subject to the same conditions set forth in subparagraphs (i) through (viii) in Section 2.(c), plus the following additional condition: you execute and deliver to us, within 10 days after delivery to you, the form of Papa John's Franchise Agreement being offered to new franchisees on the date you give the notice under this Section, including all exhibits and our other then-current ancillary agreements, which agreements supersede this Agreement and all ancillary agreements in all respects, and the terms and conditions of which may differ substantially from this Agreement; provided that such Franchise Agreement will provide for a term of 5 years, and will provide that we may raise the Royalty (as

defined in Section 3.(a)(ii)) to 8% during any second renewal of the Franchise pursuant to this Section 2.(d).

(e) Expiration. Renewal of the Franchise after the Renewal Term does not constitute a renewal or extension of this Agreement, but is conditioned upon satisfaction of the above provisions. Upon expiration of the Renewal Term, further renewal rights will be governed by the Franchise Agreement executed by you upon expiration of the Initial Term. If you fail to meet any of the conditions under Section 2.(c) above with respect to the renewal of the Franchise, the Franchise automatically expire at the end of the Initial Term.

3. Franchise Fees and Payments.

(a) Initial Franchise Fee and Royalties. In consideration of the grant of the Franchise, you must pay us the following fees:

(i) an Initial Franchise Fee of $5,000, which must be paid upon the execution of this Agreement. The Initial Franchise Fee will be deemed fully earned and non-refundable;

(ii) a continuing royalty (the "Royalty") of 6% of Net Sales provided we have the right to raise the Royalty to 7% during the Renewal Term. Net Sales means the gross revenues of the Restaurant from sales of approved products and provision of approved services (whether such sales are evidenced by cash, check, credit, charge account or otherwise), less sales tax collected on such sales and paid to the State or other local taxing authority. The Royalty is due on the 10th day of the month following each Period; and

(iii) a continuing internet transaction fee ("On-line Fee") of 1.5% of each Period's Net Sales of the Restaurant that arise from customer orders received via the internet through our on-line ordering system. The On-line Fee may be increased or decreased by a board consisting of the same members of the Board of the Marketing Fund. The fee generally will be set high enough to cover the ongoing costs plus new capital expenditures each year, provided: (A) any revenue in excess of these costs will be contributed by us to the Marketing Fund; and (B) any shortfall will be carried forward as a deficit to be retired from future On-line Fee revenues. The On-line Fee is due on the 20th day of the month following each Period.

(b) Taxes. If the state in which the Restaurant is located (or a local taxing authority within the state) imposes a sales tax, use tax, gross receipts compensating tax or similar tax on the Initial Franchise Fee or the Royalty, we will collect such tax from you in addition to the amount set forth or determined as provided herein and remit the amount of the tax directly to the taxing authority. This does not include income taxes imposed on us, for which we are solely responsible.

(c) Payments.

(i) At least 10 days before opening the Restaurant (and thereafter as requested by us), you must execute and deliver to us, our bank(s) and your bank, as necessary, all

forms and documents that we may request to permit us to debit your bank account, either by check, via electronic funds transfer or other means utilizing the "Information System" (as defined in Section 10.(d)) or by such alternative methods as we may designate ("Payment Methods"). You must comply with all procedures specified by us from time to time, and take such reasonable actions as we may request to assist in any of the Payment Methods. We may use the Payment Methods to collect the amount of each Period's Royalty and any other amounts due to us, our Affiliates or the Papa John's Marketing Fund, Inc. under this Agreement or otherwise, including amounts owed to us and/or our Affiliates in connection with: (A) "Marketing Fund" contributions (as defined in Section 8.(b)); and (B) purchases from "PJFS" (as defined in Section 12.(b)) and all of our other Affiliates. You must complete and provide to us any tax forms or other instruments or documents necessary or appropriate to give effect to the terms and provisions of this Agreement, including an IRS Form W-9.

(ii) We will determine your Net Sales for each Period via the Information System, or if we are unable to do so, you must report your Net Sales in writing on or before the 7th day of the month following each Period. Such reporting is in addition to all other reporting requirements under Section 13. If you fail to report Net Sales on a timely basis, we may estimate the Net Sales of the Restaurant for such Period and debit your bank account the amount of the Royalty and Marketing Fund contribution based on such estimate. If an estimate results in an overpayment, we will deduct the amount of the overpayment from the next Period's Royalty and Marketing Fund contribution. Any deficiency resulting from such estimate may be added to the next Royalty and/or Marketing Fund contribution payment(s) due and debited against your bank account. If, at any time, we determine that you have underreported the Restaurant's Net Sales, or underpaid any Period's Royalty, Marketing Fund contributions or payments to any of our Affiliates, we are authorized to immediately debit your account for these amounts by any of the Payment Methods.

(iii) You must notify us at least 30 days before closing or making any change to the account against which such debits are to be made. If such account is closed or ceases to be used, you must immediately provide all documents and information necessary to permit us to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and do not affect any obligation or liability for amounts owed. If for any reason your account cannot be electronically debited, you must submit payments by wire transfer or check (certified or cashier's check if requested by us) on or before the dates when due. You will indemnify and hold us harmless from and against all damages, losses, costs and expenses resulting from any dishonored debit against your account, regardless whether resulting from the act or omission of you or your bank; provided that you are not obligated to indemnify us for any dishonored debit caused by our negligence or mistake.

4. <u>Franchisor Services</u>. During the Term, we will provide to you the following services:

(a) specifications for the design of the Restaurant and related facilities to be used in the operation of the Restaurant;

(b) specifications for fixtures, furnishings, decor, communications and computer hardware and software, signs and equipment;

(c) the names and addresses of designated and approved suppliers, and standards and specifications for (i) all food products, beverages, ingredients and cooking materials sold from or used in the operation of the Restaurant, and (ii) all containers, boxes, cups, packaging, menus, uniforms and other products and materials used in connection with the operation of the Restaurant;

(d) our supervision and periodic inspections and evaluations of your operation, as described more fully in Section 11.(j), which supervision, inspections and evaluations will be conducted at such times and in such manner as we reasonably determine; and

(e) communication to you of information relating to the operation of a Papa John's restaurant to the extent we deem it necessary or pertinent.

5. Territorial Provisions.

(a) Territory. Subject to the provisions of this Section 5, during the Term we will not locate nor license another to locate a Papa John's restaurant at within a one and one-half mile radius of the Location (the "Territory").

(b) Other Businesses. You understand that we reserve the right, either directly and/or through Affiliates, to operate, franchise, or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa John's restaurants and you agree that we and our Affiliates may do so within the Territory, provided, that such restaurants or food establishments or businesses do not sell pizza on a delivery basis, or primarily on a carry-out basis. We also reserve the right to develop, market and conduct any other business under the Marks or any other trademark.

(c) Other Methods of Distribution. We also reserve the right, directly or through third parties, to manufacture or sell, or both, within and outside your Territory, pizza and other products that are the same as or similar to those sold in Papa John's restaurants using brand names that are the same as or similar to the Marks, through any channel of distribution, provided that such items are not sold through restaurants or on a ready-to-eat basis.

6. Premises.

(a) Leased Premises. If you intend to lease the premises where the Restaurant will be operated (the "Premises"), you must submit to us copies of the executed signature pages of all such leases immediately after signing and copies of the full leases and any exhibits and addendum at such other times as we may request.

(b) Owned Premises. If you intend to own the Premises, you must furnish to us proof of ownership before you begin any construction, build-out or remodeling of the Premises.

(c) Premises Identification. Regardless of whether you own or lease the Premises, you must, within ten days after the expiration or termination of the Franchise Agreement, remove all signs and other items and indicia that serve, directly or indirectly, to identify the Premises as a Papa John's restaurant and make such other modifications as are reasonably necessary to protect

the Marks and the Papa John's System, and to distinguish the Premises from Papa John's restaurants. To enforce this provision, we may pursue any or all remedies available to us under applicable law and in equity, including injunctive relief. Your obligation will be conditioned upon our giving you prior notice of the modifications to be made and the items removed.

(d) Suitability of Premises. Regardless of whether the Premises are owned or leased, it is your responsibility to determine that the Premises can be used, under all applicable laws and ordinances, for the purposes provided herein and that the Premises can be constructed or remodeled in accordance with the terms of this Agreement and you must obtain all permits and licenses that may be required to construct, remodel and operate the Restaurant. The Premises may not be used for any purpose other than the operation of the Restaurant in compliance with this Agreement.

(e) Relocation; Assignments. You will not, without first obtaining our written consent: (i) relocate the Restaurant; or (ii) renew or materially alter, amend or modify any lease, or make or allow any transfer, sublease or assignment of your rights under any lease or owned location pertaining to the Premises. Such consent may not be unreasonably withheld.

7. Proprietary Marks; Copyright.

(a) Ownership of Copyrights. You acknowledge that: (i) we may authorize you to use certain copyrighted or copyrightable works (the "Copyrighted Works"), including the Manuals; (ii) the Copyrighted Works are the valuable property of us; and (iii) your rights to use the Copyrighted Works are granted to you solely on the condition that you comply with the terms of this Agreement. You acknowledge that we will further create, acquire or obtain licenses for certain copyrights in various works of authorship used in connection with the operation of the Restaurant, all of which shall be deemed to be Copyrighted Works under this Agreement. Copyrighting of any material by us will not be construed as causing the material to be public information. All data provided by you, uploaded to our computer system from your computer system, and/or downloaded from your computer system to our computer system is and will be owned exclusively by us, and we will have the right to use that data in any manner that we deem appropriate without compensation to you.

(b) Ownership; Use by Others. You acknowledge that we are the sole and exclusive owner of: (i) the Marks and all goodwill associated with or generated by use of the Marks; (ii) the Copyrighted Works; and (iii) any and all data generated by use of the Copyrighted Works. You acknowledge that all works of authorship related to the System that are created in the future will be owned by, or licensed to, us or our Affiliates. Your use of the Copyrighted Works and the Marks does not vest you with any interest therein other than the non-exclusive license to use the Copyrighted Works and Marks granted in this Agreement. You will execute any documents that we or our counsel deem necessary for the protection of the Copyrighted Works or the Marks or to maintain their validity or enforceability, or to aid us in acquiring rights in or in registering any of the Marks or any trademarks, trade names, service marks, slogans, logos or emblems that we subsequently adopt. You will give notice to us of any knowledge that you acquire concerning any actual or threatened infringement of the Copyrighted Works or the Marks, or the use by others of names, marks or logos that are the same as or similar to the Marks. You will cooperate with us in

any suit, claim or proceeding involving the Marks or the Copyrighted Works or their use to protect our rights and interests in the Marks or the Copyrighted Works. We, in our sole discretion, control all decisions concerning the Marks or the Copyrighted Works.

(c) Use of Marks. You have the right to use the Marks only in connection with the promotion and operation of the Restaurant or the Chain, and only in the manner that we authorize. Your right to use the Marks is limited to use during the Term of this Agreement and in compliance with specifications, procedures and standards prescribed by us from time to time. You will prominently display the Marks in the manner that we prescribe on all signs, plastic and paper products, and other supplies and packaging materials that we designate. You will not fail to perform any act required under this Agreement, or commit any act, that would impair the value of the Marks or the goodwill associated with the Marks. You will not at any time engage in any business or market any product or service under any name or mark that is confusingly or deceptively similar to any of our Marks. You will not use any of the Marks as part of your corporate or trade name, or as part of any e-mail address, web-site address, domain name, or other identification of your business in any electronic medium without our express written consent. You will not use any trademark, trade name, service mark, logo, slogan or emblem that we have not authorized for use in connection with the Restaurant, including any co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem of any third party without our approval. You will obtain such fictitious or assumed name registrations as required by applicable state law and forward to us copies of the same upon request.

(d) Designation as You. You will identify yourself as the owner of the Franchise in conjunction with the use of the Marks, including on checks, invoices, receipts, letterhead and contracts, as well as at conspicuous locations on the Premises in a form that specifies your name, followed by the phrase "an independently owned and operated franchise" or such other phrase as we direct.

(e) Discontinuance of Use; Additional Marks and/or Copyrights. You must modify or discontinue use of any Mark or Copyrighted Work if a court of competent jurisdiction orders it, or if we in our sole discretion deem it necessary or advisable. You will comply with our directions regarding any such Mark or Copyrighted Work within 30 days after receipt of notice from us. You will also use such additional or substitute Marks or Copyrighted Works as we direct. We will not be obligated to compensate you for any costs or expenses incurred by you to modify or discontinue using any Mark or Copyrighted Work or to adopt additional or substitute Copyrighted Works or Marks.

8. Advertising.

(a) Contributions and Expenditures. Recognizing the value of advertising and the importance of the standardization of advertising to the furtherance of the goodwill and public image of the System, each month during the Term, you will make the following contributions and expenditures for advertising, marketing and promotion of the Papa John's brand:

(i) You will expend a minimum of $5,000 on “Grand Opening” advertising, marketing and promotional efforts means such efforts conducted during the period

beginning two weeks prior to the scheduled opening date of the Restaurant and continuing until two weeks after the actual opening date.

(ii) In addition to the Grand Opening expenditures required under subsection (i) above, you shall expend, at a minimum, an aggregate amount equal to 2% of the annual Net Sales of the Restaurant on local promotion, marketing and advertising efforts.

(b) Marketing Fund. Papa John's Marketing Fund, Inc., a Kentucky nonstock, nonprofit corporation (the "Marketing Fund"), has been organized for the purposes set forth in the Articles of Incorporation and By-Laws of the Marketing Fund, as they may be amended from time to time. You will automatically become a non-voting member of the Marketing Fund upon the execution of this Agreement. We will contribute a portion of the Royalty to the Marketing Fund on your behalf. The portion so contributed will equal 25% of such amount as designated from time to time as the contribution rate for traditional Papa John's restaurants.

(i) You acknowledge that the Marketing Fund is intended to increase recognition of the Marks and to further the public image and acceptance of the System and that we, the Marketing Fund and the directors of the Marketing Fund do not undertake any obligation to ensure that expenditures by the Marketing Fund in or affecting any geographic area are proportionate or equivalent to contributions to the Marketing Fund by Papa John's restaurants operating in such geographic area or that you or the Restaurant will benefit directly or in proportion to your contribution to the Marketing Fund. We (including our officers, directors, agents and employees) are not a fiduciary or trustee of the contributions to, or the assets of, the Marketing Fund. We, the Marketing Fund and our respective officers, directors, agents and employees will not be liable to you with respect to the maintenance, direction or administration of the Marketing Fund, including with respect to contributions, expenditures, investments and borrowings, except for acts constituting willful misconduct.

(ii) We and our Affiliates will make contributions to the Marketing Fund for each Papa John's restaurant that we own on the same basis as required of comparable franchisees within the System.

(iii) The funds collected by the Marketing Fund, and any earnings thereon, are not and will not be our asset or the asset of any franchisee.

(iv) Although the Marketing Fund is intended to be of perpetual duration, the Board has the right to terminate the Marketing Fund. However, the Marketing Fund may not be terminated until all monies held by it have been expended for the purposes set forth in its Articles of Incorporation and By-Laws or distributed as permitted by law.

(c) Regional Cooperative Advertising. We have the right, in our sole discretion, to designate from time to time a geographical area in which the Restaurant is located for the purpose of establishing an advertising cooperative (the "Cooperative"). If a Cooperative has been established applicable to the Restaurant at the time you commence operations, you immediately become a non-voting member of such Cooperative. If a Cooperative applicable to the Restaurant is established at any later time during the Term, you will become a non-voting member of such

Cooperative no later than 30 days after the date on which the Cooperative commences operation. In no event will the Restaurant be required to contribute to more than one Cooperative. We may designate, from time to time, a formula for calculating a proration or reduction of the contribution rate for Papa John's restaurants in a Cooperative based on media coverage, demographics or other factors. We will contribute a portion of the Royalty to the Cooperative on your behalf. The portion so contributed will equal 25% of such amount as designated from time to time as the contribution rate for tradtional Papa John's restaurants. The following provisions apply to each Cooperative:

(i) Each Cooperative must be organized and governed in a form and manner conforming to applicable state law, but your obligation hereunder to participate in and make monetary contributions to a Cooperative is not dependent on any organizational formalities. Each Cooperative will commence operation on a date that we approve or designate, which will, for purposes of this Agreement, constitute the date that the Cooperative is "established." Your contribution obligation will commence on that date (or on the date of this Agreement, if a Cooperative applicable to the Restaurant has already been established at that time). On all matters to be voted on by the Cooperative's membership, each voting member has one vote for each standard Papa John's restaurant it owns.

(ii) Each Cooperative is organized for the purposes of producing and conducting general advertising, marketing and promotional programs and activities, including both print and electronic media, for use in and around the applicable geographic area and developing standardized promotional materials for use by the members and neither you nor the Cooperative may use member contributions for any other purpose.

(iii) We will make contributions to each Cooperative of which we are a member on the same basis as required of comparable Papa John's restaurant franchisees within the System.

(iv) No advertising, marketing or promotional programs or materials may be used by the Cooperative or furnished to its members, and no advertising, marketing or promotional activities may be conducted by the Cooperative, without our prior written approval. All such programs, materials and planned activities must be submitted to us for approval in accordance with the procedure set forth below. Advertising agencies employed by a Cooperative must be approved by us.

(v) We will make your contributions to the Cooperative on the date and in the manner designated by the Cooperative. You must also submit such statements and reports as may be designated from time to time by us or the Cooperative.

(vi) Notwithstanding the foregoing, we, in our sole discretion, may, upon written request of a franchisee stating reasons supporting such request, grant to any franchisee an exemption from the requirement of membership in a Cooperative. Such an exemption may be for any length of time and may apply to one or more Papa John's restaurants owned by such franchisee. We may also exempt one or more restaurants owned or controlled by us from the requirement of membership in a Cooperative for such periods as we reasonably deem appropriate. Our decision concerning an exemption is final.

(d) Supplemental Advertising. You have the right to conduct, at your separate expense, supplemental advertising, marketing or promotional programs or activities in addition to the expenditures specified herein. All such supplemental advertising, marketing or promotional programs or activities and all materials to be used in connection therewith must be either prepared or previously approved by us within the 90-day period preceding their intended use, or approved by us as provided below.

(e) National Promotions. We may require you to participate in national promotions that we believe are of value to the System and for which domestic systemwide participation is essential to, or a significant element in, the value or success of the promotion. These promotions may include (by way of example and not of limitation or exclusion): (i) offering of premium or other speciality promotional products which may require you to purchase non-standard inventory items; (ii) customer service incentives; and (iii) sponsorships or association with selected promotional associates.

(f) Our Approval. Before their use by the Cooperative or by you, samples of all advertising, marketing and promotional materials not prepared or previously approved by us within the 90-day period preceding their intended use, including co-branding or cross-promotional efforts containing the name, trademark, service mark, logo or emblem or any third party, must be submitted to us (to the attention of your designated Papa John's Marketing team contact unless otherwise directed by us) for our approval, to ensure consistency with the then-current standards and image of the System and protection of the Marks and the goodwill associated therewith. If disapproval is not received within 20 days from the date of receipt by us of such materials, we will be deemed to have given the required approval. The Cooperative and you may not use, and must cease using, any advertising or promotional materials that we may at any time disapprove, regardless whether we have previously approved any such items.

(g) Our Advertising. We may from time to time expend our own funds to produce marketing or promotional materials and conduct advertising as we deem necessary or desirable. In any advertising, marketing or promotional efforts conducted solely by or for us, we have the sole discretion to determine the products and geographical markets to be included, and the medium employed and we have no duty or obligation to supply you with any advertising, marketing or promotional materials produced by or for us at our sole expense.

(h) Ownership of Advertising. We are the sole and exclusive owner of all materials and rights that result from advertising and marketing programs produced and conducted, whether by you, us, the Cooperative or the Marketing Fund. Any participation by you in any advertising, whether by monetary contribution or otherwise, does not vest you with any rights in the Marks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. If requested by us, you will assign to us any contractual rights or copyright that you acquire in any advertising and execute such documents or instruments as we may reasonably require in order to implement the terms of this Section 8.(h).

(i) Internet Website, Social Media and Other Digital or Electronic Marketing. You specifically acknowledge that any internet website, social media site or channel (such as, but not limited to, Facebook and Twitter accounts or sites) and other digital or electronic

marketing channels or media, whether now existing or hereafter created (collectively "Electronic Channels") are deemed "advertising" under this Agreement and will be subject to, among other things, Sections 8.(f) and 8.(h) above. In connection with any Electronic Channel:

(i) If required by us, you will establish a separate Electronic Channel, but will only have one or more Electronic Channel page(s), as designated by us, within our Electronic Channel;

(ii) If we approve, in writing, a separate Electronic Channel for you, then each of the following provisions apply:

(A) You will not establish or use the Electronic Channel without our prior written approval.

(B) Before establishing the Electronic Channel, you must submit to us (to the attention of your designated Papa John's Marketing team contact unless otherwise directed by us), for our prior written approval, a sample of the proposed Electronic Channel domain name, format, visible content (including proposed screen shots), and non-visible content (including meta tags) in the form and manner we may reasonably require; and you will not use or modify such Electronic Channel without our prior written approval as to such proposed use or modification.

(C) In addition to any other applicable requirements, you will comply with our standards and specifications for websites as prescribed by us from time to time in the Manuals or otherwise in writing.

(D) If required by us, you will establish such hyperlinks or other link or connection to our Electronic Channel and others as we may request in writing.

(E) Upon expiration or termination of the Franchise, you must cease use of any Electronic Channel associated with the Restaurant and assign to us or, at our election, delete any domain name, or other Electronic Channel page, name or site containing any of the Marks or any words or combinations of words, letters or symbols that are confusingly or deceptively similar to any of the Marks.

The provisions of this Section 8.(i) also apply to Cooperatives.

9. Telephone Number. The only customer ordering telephone number assigned to the Restaurant is _____ (the "Telephone Number"). You must not use the Telephone Number for any other business. If you obtain any additional or substitute telephone service or telephone number at the Restaurant, you must promptly notify us and such additional or substitute number will be subject to this Agreement. You acknowledge that, as between us and you, we have the sole right to and interest in all telephone numbers and directory listings associated with the Restaurants or the Marks.

Upon termination or expiration of the Franchise or transfer of the Restaurant:

(i) you must cease using the Telephone Number;

(ii) you must immediately take any and all actions as may be necessary to transfer the Telephone Number, any other telephone number publicized to customers and any telephone directory listings associated with the Restaurant or the Marks to us or our designee (or to a transferee, if applicable);

(iii) you will have no further right, title or interest in the telephone numbers and listings but you remain liable to the telephone company for all charges and fees owing to the telephone company on or before the effective date of the assignment hereunder;

(iv) as between us and you, we have the sole right to and interest in and to all telephone numbers and listings, including listing in online, digital or other electronic directories, associated with the Restaurant or the Marks;

(v) you appoint us as your true and lawful attorney-in-fact to direct the telephone company or other directory provider to assign same to us, and execute such documents and take such actions as may be necessary to effectuate the assignment; and

(vi) you must immediately notify the telephone company or other directory provider to assign the telephone numbers and listings to us. If you fail to promptly direct the telephone company or other directory provider to assign the telephone numbers and listings to us, we have the right to direct the telephone company or other directory provider to effectuate the Telephone Number Assignment. The telephone company or other directory provider may accept our written direction or this Agreement as conclusive proof of our exclusive rights in and to the telephone numbers and listings upon termination, expiration or transfer of the franchise and that such assignment will be automatically and immediately effective upon the telephone company's or other directory provider's receipt of such notice from us or you. If the telephone company or other directory provider requires that the parties execute the telephone company's or other directory provider's assignment forms or other documentation at the time of termination or expiration of the Franchise, our execution of such forms or documentation on your behalf constitutes your consent and agreement to the assignment. You will perform any and all acts and execute and deliver any and all documents as necessary to assist in or accomplish the assignment described herein and the Telephone Number Assignment.

10. <u>Construction, Design and Appearance; Equipment</u>.

(a) <u>Construction</u>. You will construct or remodel the Premises at the Location in accordance with our construction or remodeling plans and design, layout and decor specifications. You will purchase or lease the pizza preparation, beverage storage or dispensing, storage and other equipment, displays, fixtures, and furnishings that we designate. You will make no changes to any building plan, design, layout or decor, or any equipment or signage without our prior written consent, and you will maintain the interior and exterior decor in such manner as may be reasonably prescribed from time to time by us.

(b) Signs. You will prominently display, at your expense, both on the interior and exterior of the Premises, advertising signs in the form, color, number, location and size, and containing the Marks, logos and designs as we designate. Such signs must be obtained from a source designated or approved by us. You must obtain all permits and licenses required for such signs and you also are responsible for ensuring that all signs comply with all laws and ordinances. You will not display in or upon the Premises any sign or advertising of any kind to which we object.

(c) Information System. You must: (1) acquire, maintain and use in the operation of the Restaurant the "Information System" (as defined below) for the Restaurant and the right to use, for the Term, the "Designated Software" (as defined below) in the manner specified by us; (2) obtain any and all hardware, peripheral equipment and accessories, arrange for any and all support services and take all other actions that may be necessary to prepare or enable the Information System and the Designated Software to operate as specified by us (including installation of electrical wiring and data cabling, and temperature and humidity controls); and (3) install and use the Designated Software on the Information System, and use such items solely in the operation of the Restaurant in the manner specified by us. You are responsible for all costs associated with the foregoing, including but not limited to transportation, installation, sales, use, excise and similar taxes, site preparation and disposal of retired hardware. You must operate only Designated Software on the Information System. The Designated Software, and all additions, modifications and enhancements thereto, constitute "confidential information," and are subject to the provisions of Section 17 of this Agreement.

(i) Definitions. For purposes of this Agreement, the terms listed below have the meanings that follow them.

(A) "Designated Software" - THe software, programming and services as we specify or require from time to time for use by you in the Restaurant. The Designated Software may consist of and/or contain either or both of the following:

(1) Packaged Software. Software purchased and licensed from us or a third party and/or third-party subcomponents that we have the authority to license or sell to you ("Packaged Software") pursuant to and in accordance with agreements that we enter into with such third-party vendors (collectively, the "Packaged Software Agreements").

(2) Proprietary Programs. Proprietary computer software programs that we develop or cause to be developed and that are owned by us or licensed exclusively to us and that we designate for use on the Information System in the operation of a Restaurant, including any modifications, additions or enhancements to such software programs ("Proprietary Programs").

(B) "Information System" The Designated Software and those brands, types, makes, and/or models of communications and computer systems, hardware, network devices, security systems and internet access platforms specified and required by us for: (i) use in the Restaurant; (ii) between or among Papa John's Restaurants and/or us; or (iii) between customers, vendors or suppliers and the Restaurant. The Information System may include, but is not necessarily

limited to, hardware and point of sale systems, information storage, retrieval, data transmission systems, third party integrations, high speed broadband connectivity and monitoring, methods and means of encryption, internet and intranet access, and security systems.

(ii) Use of Information System. You will record and store all customer transactions on the Information System and and in so doing comply with the provisions of any applicable laws andregulations related to data protection and not use the data and information for any purpose other than in the operation of the Restaurant.

(iii) Grant of Software License. We will grant to you, and cause our Packaged Software vendors to grant to you, a nonexclusive, nontransferable, nonassignable license to use the Designated Software, subject to the same terms and conditions under which the Designated Software is licensed to our other franchisees in general. You are bound by the terms of each Packaged Software Agreement. The Designated Software and any data generated by the use of the Designated Software are the valuable, proprietary property and trade secret of us and/or our Packaged Software vendors, and you must use the utmost care to safeguard the Designated Software and any data generated by the use of the Designated Software and to maintain the copyright protection and the secrecy and confidentiality thereof. We have the right to use the data as we determine appropriate, provided, we will: (i) not use or sell the data to any "Competitive Business" (as defined in Section 16.(f)); and (ii) consult with the FAC regarding any sale to or use by a third party of data generated by franchisees (limited to phone numbers, names, street addresses, email addresses and purchase history).

(iv) Access; Enhancements and Changes.

(A) Access to System. We have the right at all times to access the Information System and to retrieve, analyze, download and use the Designated Software and all software, data and files stored or used on the Information System. We may access the Information System in the Restaurant or from other locations, including our headquarters and regional offices. You must store all data and information that we designate from time to time on the Information System. No unauthorized data or information may be stored on the Information System.

(B) Enhancements and Changes. We will notify you of, and you must promptly implement, all upgrades, modifications, enhancements, extensions, error corrections and other changes to Designated Software and the other components of the Information System developed or adopted by us for use in the operation of the Restaurant.

(C) Information Systems Maintenance. You must maintain the Information System in accordance with our published maintenance program, as amended from time to time (which will also be adhered to by our Papa John's restaurants). If you fail to maintain the Information System in accordance with our published maintenance program, you must reimburse any costs that we or our agents incur to bring your Information System up to our standards. The published maintenance program may include a hardware spares program and a preventive maintenance program. Such maintenance is necessary to help

ensure the proper functioning of the Information System. You will not attach any device to the Information System without our prior written approval.

(D) Ideas and Suggestions. You must promptly disclose to us all ideas and suggestions for modifications or enhancements of the Information System or any component thereof that are conceived or developed by or for you, and we and our Affiliates have the right to use and license such ideas and suggestions without compensation to you therefor. All modifications and enhancements made to the Information System, together with the copyright therein, are our property (or of the appropriate Packaged Software vendor if we so designate), without regard to the source of the modification or enhancement, and you hereby assign all of your right, title, and interest in any ideas, modifications, and enhancements to us (or the appropriate Packaged Software vendor if we so designate). You must execute any documents, in the form provided by us, that we determine necessary to reflect such ownership.

(E) Removal. Upon expiration or termination of this Agreement, you must: (1) allow our employees or agents to remove the Designated Software from the Information System; (2) immediately return to us the Designated Software, each component thereof, any data generated by the use thereof, all documentation for the Designated Software and other materials or information that relate to or reveal the Designated Software and its operation; and (3) immediately destroy any and all back-up or other copies of the Designated Software or parts thereof, and any data generated by the use of the Designated Software (other than financial information relating solely to you).

(v) On-Site Installation Fee. Our Affiliate, Papa John's USA, Inc. ("PJUSA"), offers installation services for the Designated Software. You are not obligated to use PJUSA's services but installation must be performed by a qualified provider approved by us. If PJUSA installs the Designated Software on your Information System, you must pay to PJUSA upon installation an on-site installation fee (the "On-Site Installation Fee") at its then-current rates, plus all reasonable travel, lodging and other expenses that PJUSA incurred in connection with the installation. In exchange for this On-Site Installation Fee, PJUSA will install the Designated Software on the Information System and provide one or more system installers/trainers at the Restaurant, generally, for a two day install, one day before the Restaurant opens for installation and training and the day the Restaurant opens, for support. This installer/trainer will assist with the configuration and testing of the Information System. If you are opening your first Restaurant, a four-day install will generally be required, unless we approve reduction to a 2 day install. The first 3 days will include installation, testing, configuration and training of your employees in the use of the Information System. The 4th day will be the opening day of the Restaurant and the installer/trainer will remain on site at the Restaurant opening for support. PJUSA may also charge additional On-Site Installation Fees, at its then-current rate, each time a modification of additional days or services to the agreed upon installation is performed at the Location. The On-Site Installation Fees does not include any hardware, supplies, data cabling, electrical wiring, or shelving installation or other site work necessary to prepare the Restaurant of the Information System. These are your sole responsibility. However, some or all of these materials and services may be offered by PJUSA or its agent for an additional fee.

(vi) **<u>On-Site Support Fee</u>.** You must pay a fee to PJUSA each time on-site support is required for enhancements, modifications or maintenance to the Information System a fee for such on-site support (the "On-Site Support Fee") at its then-current rate. Generally, enhancements and upgrades are accomplished electronically through direct access to the Information System, in which case no on-site support or fee payment is required.

(vii) **<u>Help Desk Service Fee</u>.** PJUSA may offer software support services for the Information System. If you choose to use these services, you must pay to PJUSA a recurring software support service fee ("Help Desk Service Fee") of , at your election: (A) PJUSA's then-current monthly fee if you subscribe to the Help Desk; or (B) PJUSA's then-current hourly rate, with a ½ hour minimum, if you elect to pay for Help Desk services on a fee-for-service basis. In exchange for this fee, PJUSA will provide general assistance and support for your Information System.

(viii) **<u>Software Maintenance Fee</u>.** You must pay to PJUSA a monthly software maintenance fee ("Software Maintenance Fee") at its then-current rate. This Software Maintenance Fee includes software maintenance, research and development, upgrades and enhancements and installation media, if any, that we adopt, require or provide. Installation on the Information System, if required, will be charged as described in Section 10.(c)(v).

(ix) **<u>Changes in Fees</u>.** The On-Site Installation Fee, the On-Site Support Fee, Help Desk Fee, the Software Maintenance Fee and/or per diem charges may be changed by PJUSA from time to time; provided that the Help Desk and Software Enhancement Fees are intended to cover PJUSA's actual costs, including reasonable allocations of direct, actual overhead and other expenses related to the Information System and the services that PJUSA provides.

(x) We may require you to modify, enhance and/or replace all or any part of the Information System and/or the Designated Software at your expense, and you must, within 120 days of receipt of written notice from us, acquire, or acquire the right to use for the remainder of the Term, the modified, enhanced or replacement version of the Information System and/or Designated Software specified by us. You must take all other actions necessary to enable the modified, enhanced or replacement Information System and Designated Software to operate as specified by us. Any such modifications, enhancements, and replacements may require you to incur costs to purchase, lease and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional service and support services. You acknowledge that changes or advancements in technology are likely to occur and that the timing and pace of such changes or advancements are not predictable. We have the right to establish reasonable new standards for implementation of new technology as part of the System and you will promptly adopt and implement such new standards as if this Agreement were periodically revised for that purpose. Such new standards may apply to the Information System or the Alternative Ordering Systems or may consist of entirely new technologies that we, in our discretion, determine are valuable enhancements or additions to the System.

(xi) **<u>Warranties and Limitation of Liability</u>.** We represent and warrant to you that if we sell or license the Proprietary Programs to you: (A) we will have all rights, licenses and authorizations necessary to license the Proprietary Programs to you, subject only to nonexclu-

sive licenses granted to others; and (B) the Proprietary Programs will not, and as a result of any enhancements, improvements or modifications provided by us will not, to the best of our knowledge, infringe upon any United States patent, copyright or other proprietary right of any third party. If your use of the Proprietary Programs as provided by us is enjoined as a result of a claim by a third party of patent or copyright infringement or other violation of proprietary rights, we will, in our sole discretion, either: (1) procure for you the right to continue use of the Proprietary Programs as contemplated hereunder; or (2) replace the Proprietary Programs or modify it such that there is no infringement of the third party's rights; and such action by us will be your sole and exclusive remedy against us in such event. We do not represent or warrant to you, and expressly disclaim, any warranty that the Proprietary Programs are error-free or that the operation and use of the Proprietary Programs by you will be uninterrupted or error-free. We have no obligation or liability for any expense or loss incurred by you arising from use of the Proprietary Programs in conjunction with any other computer program. Without limiting the generality of the foregoing, you are solely responsible for inputting into and configuring the Information System to accommodate information of local applicability, including state and local taxability of goods and services sold or provided in the Restaurants and state and local sales tax rates.

EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE DESIGNATED SOFTWARE OR ANY PORTION THEREOF, INCLUDING ANY PROGRAM DOCUMENTATION OR OTHER MATERIAL FURNISHED HEREUNDER, OR ANY COMPONENT THEREOF, AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO ARE EXPRESSLY EXCLUDED. WE HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES.

(d) Maintenance, Remodeling, Re-equipping, Enhancements and Replacements. You must at all times to maintain the Restaurant in accordance with our standards, and, within 90 days from the date of written notice from us, remodel or re-equip or perform such maintenance at the Restaurant in accordance with the specifications we provide. Such maintenance, remodeling and re-equipping may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and redecorating; and purchasing more efficient or improved equipment. We may require you to perform maintenance and remodeling and to purchase equipment at such times as we deem necessary and reasonable; provided, that we may not require any significant remodeling of the Restaurant during the first two years of the Term (this restriction is not applicable to any Renewal Term even if a new Franchise Agreement is executed in connection with the renewal of the Franchise). You acknowledge that we cannot estimate the costs of future maintenance, enhancements, modifications, and replacements to the Restaurant, equipment, signage, the Information System or other items. YOU ACKNOWLEDGE THAT EQUIPMENT, ADDITIONS, ENHANCEMENTS, ALTERATIONS, MAINTENANCE AND RENOVATIONS REQUIRED BY US MAY INVOLVE SUBSTANTIAL ADDITIONAL INVESTMENT BY YOU DURING THE TERM.

11. Operations; Standards of Quality; Inspections.

(a) Principal Operator. You must designate an individual to serve as the "Principal Operator" of the Restaurant, provided, if you are developing and operating multiple Restaurants pursuant to a Development Agreement, you need designate only one Principal Operator for your operation, not one for each Restaurant. The Principal Operator must meet the following qualifications:

(i) The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant, payable after the end of each Period, and also has the right to acquire not less than a 5% equity interest in you within 12 months of his or her hire date, which rights are evidenced by a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator.

(ii) The Principal Operator must devote full time and best efforts to the supervision and conduct of the development and operation of the Restaurant and, as required in this Agreement, must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all the provisions of the Owner Agreement.

(iii) The Principal Operator must be a person approved by us who completes our initial training requirements and who must participate in and successfully complete all additional training as we may reasonably designate.

(iv) The Principal Operator must be proficient in writing and speaking English, to ensure compliance with our operational standards and to ensure efficient communications with customers and us.

If, at any time for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above. Any sale or transfer of any portion of the Principal Operator's interest in you, if any, that would reduce the Principal Operator's equity interest or voting rights in you to less than 5% of the total is deemed a transfer of an interest and is subject to the terms and conditions of Section 14 hereof; and any failure to comply with such terms and conditions is a default by you under this Agreement. However, if the Principal Operator owns 5% or less of you, then a transfer of the Principal Operator's interest to you, another shareholder, member or partner of you or to a successor Principal Operator does not require our consent, is not be subject to our right of first refusal and no transfer fee will be required. You must promptly notify us in writing of any such transfer and provide all information about the transferee and the terms of the transfer as we may reasonable request.

(b) Management of the Restaurant. The Principal Operator must personally devote his/her full time and best efforts to the management and operation of the Restaurant in order to ensure compliance with this Agreement and to maintain our high standards. Management responsibility includes: presence of the Principal Operator or a designated manager at the Restaurant during all business hours; maintaining the highest standards of product quality and

consistency; maintaining the Restaurant in the highest condition of sanitation, cleanliness and appearance; and supervising employees to ensure that the highest standard of service is maintained and to ensure that your employees deal with customers, suppliers, us, and all other persons in a courteous and polite manner.

(c) Compliance with Our Standards. You have full responsibility for the conduct and terms of employment for your employees and the day-to-day operation of your business, including hiring, termination, pay practices and any other employment practices. However, in order to ensure compliance with the quality standards and other requirements of the System, you must operate the Restaurant through strict adherence to the standards, specifications and policies of the System as they now exist, and as they may from time to time be modified. Such standards and policies include: (i) specifications and preparation methods for food and beverages; (ii) hours of operation (provided, the days and hours of operation may conform to the schedule of events at the Location and/or other restrictions imposed by the owner or licensor of the Premises and/or the Location); (iii) menu items and services offered; (iv) employee uniform requirements and specifications; (v) use of specified emblems and Marks on containers, bags, boxes amd napkins (vi) methods of payment accepted from customers; (vii) data privacy and security and (viii) cleanliness, sanitation and public health precautions and procedures. You acknowledge that our specifications and standards with respect to public health or safety, or the health or safety of employees and data privacy and security may be stricter or more rigorous than the requirements of applicable laws and that you must in all cases adhere to our standards and specifications.

(d) Training. You will, at your own expense, conduct at the Restaurant such training and instruction, using such materials, equipment and supplies, as we may reasonably require from time to time. Should any employee or prospective employee of yours perform work that in our reasonable judgment requires additional operational training, skills or knowledge, such employee must take part in such additional training and instruction. You are solely responsible for all wages, travel and living expenses, and all other costs incurred by you and your employees in connection with any training or instruction that we provide.

(e) Manuals. We will lend to you one or more manuals that contain: (i) the mandatory and suggested specifications, standards and operating procedures prescribed from time to time by us; and (ii) information relative to other obligations hereunder and the operation of the Restaurant (the "Manuals"). The Manuals at all times remain our sole property. We may, from time to time, revise the contents of the Manuals. To the extent that we deem it necessary or appropriate, we will provide you with policy and procedure statements or other written notice of specifications, standards and procedures. You will promptly adopt and use the formulas, methods, procedures, policies, menus, recipes, food products and other standards and specifications contained in the Manuals, policy and procedure statements and other written notices as issued and/or as modified from time to time by us. You acknowledge that all information in the Manuals, policy and procedure statements and other notices constitute confidential information and trade secrets, and may not be disclosed at any time by you. You will not copy any part of the Manuals or any other communication or information provided by us.

(f) Variations in Standards. You may not implement any change to the System without our prior written consent. However, because complete and detailed uniformity under

varying conditions may not be possible or practical, we specifically reserve the right, in our sole discretion and as we may deem in the best interests of you or the Chain, to vary the System, including specific standards, policies and/or procedures, within the Restaurant or any other restaurant(s) in the Chain based upon peculiarities of a particular location or circumstances, including: density of population and other demographic factors; size of the Territory; business practices or customs; and any other condition that we deem to be of importance to the operation of such restaurant(s) or the Chain. You acknowledge that because of these factors and others, there may be variations from standard specifications and practices in the Chain and that you are entitled to require us to grant like or similar variations or privileges to you.

(g) Your Developments. We have the right to use and incorporate into the System for the benefit of other franchisees and us any modifications, ideas or improvements, in whole or in part, developed or discovered by you or your employees or agents, without any liability or obligation to you or the developer thereof.

(h) Compliance with Laws. You must at all times during the Term comply with all applicable laws, ordinances, rules and regulations of all governmental bodies.

(i) Courtesy; Cooperation. At all times and under all circumstances, you and your employees will treat all customers and other persons, including our agents, officers, and employees, with the utmost respect and courtesy and fully cooperate with us and our agents, officers and employees in all aspects of the franchise relationship.

(j) Inspections. An agent, officer or employee of ours may make inspections of the Restaurant to ensure compliance with all required standards, specifications and procedures. Our representative will be allowed to inspect the condition and operation of the Restaurant and all areas of the Restaurant at any time during normal business hours. Such inspections may include: (i) reviewing sales and order forms; (ii) observing the Principal Operator and all managers and your other employees; (iii) interviewing any such persons; (iv) interviewing customers of the Restaurant in order to evaluate your performance and to ensure that the Restaurant is being operated in accordance with the requirements of this Agreement and the Manuals; and (v) conducting any type of audit or review necessary to evaluate your compliance with all required standards, specifications or procedures. We may, from time to time, make suggestions and give mandatory instructions with respect to your operation of the Restaurant, as we consider necessary or appropriate to ensure compliance with the then-current quality standards and other requirements of the System and to protect the goodwill and image of the System.

12. Products; QCC's; Menu.

(a) Products. You will use only those food items, ingredients, beverages, cooking materials, containers, boxes, cups, packaging, menus, uniforms, and other products and materials in the operation of the Restaurant as we specifically designate or approve. You may be required to purchase from us certain products that involve trade secrets or that have been specially prepared by us or at our direction or that we consider to be integral to the System. We may require that certain products be purchased from one or more designated suppliers. Products other than those required to be obtained from us or a designated supplier may be purchased from any source,

provided that the particular supplier and products have been approved by us. We may, from time to time, amend the list of approved products and suppliers. You acknowledge that we, our Affiliates or the Marketing Fund may, from time to time, derive revenue from designated or approved suppliers based on the sale of products to you and our other franchisees. We will disclose all such revenues and the identity of the suppliers to you, but we are entitled to retain such revenues for our or our Affiliates' own use and credit without obligation to you.

(b) Quality Control Centers. PJ Food Service, Inc. ("PJFS") currently supplies designated and approved products to Papa John's restaurants owned by us or our Affiliates and those of our franchisees from quality control centers that are owned and operated by either PJFS or us (the "QCCs"). PJFS is currently the only designated supplier of dough and Papa John's proprietary pizza sauce for use by Papa John's restaurants and you must purchase dough and pizza sauce from PJFS or a designated representative unless and until such time as a successor supplier of dough and/or pizza sauce is designated. PJFS has no obligation to continue supplying you or to continue to operate a QCC. If PJFS ceases operating a QCC capable of supplying the Restaurant or terminates service to you (other than as a result of the termination or expiration of the Franchise), we will provide you with the name, address and phone number of an alternative approved supplier(s) and the products to be purchased from such supplier(s). All purchases by you from the QCCs are on the terms and reasonable delivery policies and procedures specified from time to time by PJFS, including your provision of safe and unobstructed access to the Restaurant for the purpose of effecting both attended and unattended deliveries, including dates and times which may be designated by PJFS, which may include times when the Restaurant is closed. PJFS, through us, hereby reserves the right to specify different terms for different franchisees. We make no representations or warranties about any of the services performed by or any of the products produced or sold by or through PJFS or any other designated supplier.

(c) Alternative Suppliers. If you desire to: (i) use any equipment, supplies or other products not previously designated and approved by us; (ii) obtain designated products from a source of supply not previously approved by us; or (iii) offer any non-standard menu item or service in the Restaurant, you must furnish to us for our prior approval, free of cost, samples of such products (or a description and demonstration of any such service) in reasonable quantities, its cartons, containers and packaging and wrapping material, the quality and style of which are subject to our approval. Such distributor, supplier, products or services will be approved for use in the Restaurant only upon your receipt of written approval from us. We may withdraw our approval of any previously approved supplier, products or services and you must cease using such products, supplier and/or services upon receipt of written notice from us. In connection with our qualification of any alternative supplier identified and submitted for approval by you (including re-qualification of any supplier that, after our initial qualification and approval, fails to adhere to or maintain our quality standards or specifications) or approval of any non-standard menu item that you desire to offer, you must reimburse to us all of our reasonable expenses incurred in investigating such alternative supplier or establishing standards for, and approving the offering of such non-standard menu item or service and the supplier(s) thereof (or ingredients therefor, as the case may be), in each case including all travel, lodging and meal expenses of our employees or agents. We will not unreasonably withhold or revoke approval of any qualified third party product or supplier.

(d) **Commercial Terms**. We will have no responsibility for the commercial terms of transactions between you and your distributors and suppliers. The terms and conditions of your purchase of goods from suppliers (including our Affiliates) will be upon the terms and conditions established by such suppliers from time to time, or through your independent bargaining with such distributors or suppliers. This Agreement does not establish the commercial terms of any purchase and sale transaction between you and any supplier (including our Affiliates). To protect the business reputation, image and goodwill of the System and the Chain, you will promptly and within the due time allowed, make payment to all suppliers of goods and services sold or provided to you in connection with the construction, equipping and operation of the Restaurant, including us, our Affiliates, and our designated suppliers, excepting only non-payment resulting from a bona fide dispute with a vendor. You will disclose to us the terms of purchases from approved suppliers, including all revenues, rebates, and discounts that you or your affiliates receive from any supplier.

(e) **Menu Items.** You will: (i) offer for retail sale, and carry on your menu, only those types, sizes, styles and brands of pizza, pizza dough, pizza sauce, toppings, beverages, and other products as we specify from time to time; and (ii) offer the menu items and services that we specify or designate from time to time as mandatory for the Restaurant, including (A) items that are temporary promotion items, and (B) non-food items that are integral to systemwide or national promotional programs. You will not sell or carry on your menu any food items or other products, or provide any services, that we have not specified or approved for the Restaurant. You acknowledge that as long as the Restaurant is classified as a Non-Traditional Restaurant, you will not be required (or permitted) to offer the full range of menu items offered by a typical traditional Papa John's restaurant. The menu offerings will be determined in consultation with our operations team. We reserve the right to disapprove any menu item.

(f) **Pricing.** You have the sole responsibility for establishing your prices, provided however: (i) we may set mandatory maximum price points for national promotions to the extent permitted by law; (ii) you will not make or collect any delivery charge or other separate charge for delivered products, regardless of how named or characterized, without our reasonable approval; and (iii) you will not enter into any agreement, arrangement or concerted practice with any other person whatsoever, in violation of any applicable law relating to antitrust, restraint of trade, unfair competition or unfair or deceptive trade practices.

(g) **Service.** You may sell any items on a delivery basis and provide delivery service from the Restaurant, provided, that this Agreement does not require you to do so.

13. **Accounting and Reports.**

(a) **Recordkeeping.** You will establish and maintain accounting and record keeping systems substantially in accordance with the specifications and procedures provided by us and as amended from time to time, including: (i) maintaining accounting records on a basis enabling or facilitating reporting to us the sales revenue of the Restaurant, separately identifiable from the transactions of any other business or operations that you may conduct, according to monthly or multi-week periods (each such accounting period is referred to as "Period"); and (ii) electronic or e-mail sales reporting via a worksheet or template prescribed by us. You will make all such records

available to us upon request. You will maintain and preserve, for at least five years from the date of preparation, full, complete and accurate books, records and accounts.

(b) Periodic Reports. Upon our request, you will deliver to us: (i) a statement, in the form prescribed by us, of the revenues and expenses of the Restaurant for the immediately preceding Period; and (ii) such other records and reports as are requested by us, including bank statements, sales and expense forms and reports, and a current balance sheet.

(c) Review by Us. We, or our authorized agent, have the right, upon reasonable notice, to review, examine or audit all your sales and expense records and reports that are located in or that relate to the Restaurant, and to make copies of all such items. If any such examination or audit discloses any underpayment of the Royalty, Marketing Fund payments, or any other sums or fees owed to us, you must immediately pay the deficient amount plus interest thereon from the date due until paid, at a rate equal to 12% per annum. All payments received will first be credited against interest due and then against other payments due. If such an examination or audit discloses an understatement in any statement or report of 5% or more, you will, in addition to the above provision, reimburse us for the cost of having your books examined or audited. The foregoing are in addition to any other rights or remedies we may have, including the termination of the Franchise granted herein.

(d) Year-End Reports. Within 120 days following your fiscal year end, you will provide us with copies of your financial statements relating to operation of the Restaurant, including an income statement for the fiscal year just ended and a balance sheet as of the end of such fiscal year, which financial statements must be prepared in accordance with generally accepted accounting principles applied on a consistent basis.

14. Transfers.

(a) Transfers by Us. We may transfer or assign this Agreement or any or all of the rights, interests, benefits or obligations arising hereunder without restriction. Upon any transfer or assignment of this Agreement by us, we will be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

(b) Transfers by You. Your rights and interests under this Agreement are and remain personal to you. You recognize that we have granted the Franchise in reliance on your business and financial capacity and other attributes, and in reliance upon the Owner Agreement. Accordingly, neither you nor any holder of any capital stock or other ownership interest in you (if you are a corporation or other entity) may, without obtaining our prior written consent, transfer: (i) any interest in this Agreement; (ii) any material portion of the assets of the Restaurant; or (iii) any controlling stock or other ownership interest in you, provided, that a member, partner or shareholder of you may transfer all or a portion of such stock or other ownership interest in you to another member, partner or shareholder or to you (such person or entity being referred to as a "Permitted Transferee") and such a transfer is not be subject to our consent and no transfer fee will be required. You will promptly notify us of any such transfer. For purposes of this Agreement, the term "transfer" mean any issuance, sale, assignment, gift, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange. Our consent to a particular transfer will not be deemed as

consent to any subsequent or different transfer. If you grant a security interest in your assets to secure a loan for purchase of the Premises or construction, leasehold or equipment costs, you will ensure that the secured party agrees in writing that: (A) upon default by you, it will notify us and we will have the right, but not the obligation, to be substituted as the debtor and to cure the default; and (B) any acceleration of indebtedness provisions of the loan documents will not be exercisable if we cure the default and assume the indebtedness. Upon the occurrence of a default and our election to assume the indebtedness, the Franchise and this Agreement automatically terminate and we have the right under Section 20 to purchase the assets used in the Restaurant. The purchase price as determined under Section 20 will be reduced by the amount of the debt that we assumed.

(i) Our Consent. You must give us at least 45 days prior written notice of any intended transfer of any of your rights or interest under this Agreement or of the proposed transfer of any interest in you or any material portion of your assets. Such notice must set forth the name of the proposed transferee and a detailed statement of all of the terms and conditions of such intended or proposed transfer.

(ii) Approved Transfers. If we approve the transfer in writing, you (or the transferor of an interest in you) may make the proposed transfer on the exact terms and conditions specified in your notice to us, within 60 days after the expiration of our option. If the transfer is not consummated within such 60-day period, you may not thereafter transfer such interest without again complying with this Section. You will keep the bank account designated for the Payment Methods (as provided in Section 3.(c)) open for a minimum of 30 days after the transfer and to fund such account in sufficient amounts to permit us to use the Payment Methods to collect amounts owed to us and/or any of our Affiliates in connection with your operation of the Restaurant.

(c) Conditions on Transfer. We will not unreasonably withhold our consent to a proposed transfer if all of the following conditions are satisfied:

(i) you are in full compliance with this Agreement and there are no uncured defaults by you hereunder, and all your debts and financial obligations to us and our Affiliates under this Agreement or otherwise are current and your obligations to the Marketing Fund and each Cooperative of which you are a member are current;

(ii) the proposed transferee executes such documents as we may reasonably require to evidence that such transferee has assumed your obligations under this Agreement, and if required by us, the proposed transferee executes, and in appropriate circumstances causes such other parties as we may require to execute, our then-current form of Owner Agreement, and other then-current ancillary agreements, which documents may be substantially different than those attached to this Agreement;

(iii) the proposed transferee enters into an Advertising Agreement with the Marketing Fund and also becomes a member of the Cooperative to which the Restaurant is required to contribute;

(iv) before the date of the proposed transfer, the proposed transferee's Principal Operator and managers undertake and successfully complete such training and instruction as we deem necessary;

(v) we are satisfied that the proposed transferee (and if the proposed transferee is an entity, each owner of any interest in such entity) meets all of the requirements for our new franchisees applicable on the date that we receive notice of the proposed transfer, including, but not limited to, good reputation and character, business experience, restaurant management experience, and financial strength and liquidity;

(vi) you and any owner transferring an interest in you acknowledge and agree in writing that you and they are bound by the non-competition and confidentiality provisions set forth herein and in the Owner Agreement (and any similar provision in any other document that either you or they have executed) to the maximum extent allowed under applicable law;

(vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated;

(viii) you pay to us a transfer fee of $4,000, provided that, if the proposed transfer is of the Restaurant together with one or more other Papa John's restaurants owned by you to more than one transferee not under common ownership, then the total transfer fee will be an amount equal to $4,000 per transferee;

(ix) you perform, or the proposed transferee agrees in writing to perform, such maintenance, remodeling and re-equipping of the Restaurant as we may specify in writing, which may include: replacing worn out, obsolete, or dated equipment, fixtures, furnishings and signs; structural modifications; painting and redecorating; and purchasing more efficient or improved equipment; and

(d) Ownership and Structural Changes. Except for transfers between Permitted Transferees, any ownership or structural changes in you, including but not limited to, any merger, reorganization, issuance or transfer of controlling shares or classes of stock or controlling membership or partnership interests, constitute a transfer of the Franchise subject to our prior written approval.

15. Death, Incapacity or Dissolution.

(a) Transfer Upon Death, Etc. Upon your death or permanent incapacity; or, if you are a corporation, limited liability company, partnership or other entity, upon the death, incapacity or dissolution of any owner of any interest in you; the executor, administrator, conservator, trustee or other representative of such person or entity must assign such interest in the

Franchise, or such interest in you, to us or a third party approved by us; provided, that if the transferee is a Permitted Transferee, our right of first refusal does not apply and no transfer fee will be payable. Further, if an approved transfer involves less than 25% of the ownership of you, no transfer fee will be payable. If you are one or more individuals and any of you dies or becomes permanently incapacitated, and if the law of the jurisdiction where the Restaurant is located so provides, nothing contained in this Section will deny your spouse, heir(s) or personal representative the opportunity to participate in the ownership of the Franchise for a reasonable time after your death or incapacity, provided that: (i) this Agreement is valid and in effect; (ii) the spouse, heir(s) or representative meets all conditions and qualifications otherwise required of transferees; and (iii) such spouse, heir(s) or representative maintains and complies with all standards and obligations contained in this Agreement. An assignment under this Section 15 must be completed within a reasonable time, not to exceed 9 months from the date of death, permanent incapacity or dissolution and is (except as otherwise provided above) be subject to the terms and conditions applicable to lifetime transfers contained in Section 14, including our right of first refusal.

(b) Management by Us. Pending assignment, if the Principal Operator ceases managing the Restaurant and another shareholder, member, partner or employee of you that qualifies as the Principal Operator does not assume such obligations, we may, at our sole option, appoint a manager to operate the Restaurant for your account. All expenses of the Restaurant, including compensation, travel and living expenses, and other costs of the appointed manager, and a reasonable per diem fee for our administrative expenses, will be charged to you. Operation of the Restaurant during any such period will be for and on your behalf. The appointed manager will have a duty only to utilize his or her best efforts in the management of the Restaurant and neither we nor the appointed manager will be liable to you or your owners for any debts, losses, liabilities or obligations incurred by the Restaurant, or to any of your creditors for any merchandise, materials, supplies or services purchased by the Restaurant during any period in which it is managed by our appointed manager.

16. Your Additional Covenants.

(a) Limitations on Activities. If you are a corporation, limited liability company, partnership or other entity, you will not at any time during the Term of this Agreement own, operate or have any interest in any other business or business activity other than the operation of Papa John's restaurants pursuant to agreements with us. If you are an individual and are also the Principal Operator, you have disclosed to us all businesses in which you have an interest, or are engaged in, and covenant that you will notify us of any intention to participate or engage, directly or indirectly, in any other business activity at least 30 days before undertaking such activity or becoming a party to any agreement or understanding relating to such activity. You will provide us with such information in regard thereto as we may reasonably request and will not engage or participate in any such activity unless you receive our written consent.

(b) Execution of Ancillary Documents. Simultaneously with the execution of this Agreement, you will cause each person or entity owning any beneficial interest in you to execute an Owner Agreement in the form provided by us.

(c) Your Non-Compete. You covenant that during the Term of this Agreement (including the Renewal Term, if applicable) you will not engage in any of the following activities:

(i) directly or indirectly, and irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other non-pizza products (excluding soft drinks) that are the same as those sold by Papa John's restaurants on a delivery or carry-out basis, including business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready-to-eat food products on a delivery basis (a "Competitive Business"); or

(ii) directly or indirectly, and irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business, directly or indirectly and irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service will not in itself be deemed violative of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa John's chain to any Competitive Business.

To the extent required by the laws of the state in which the Restaurant is located, the duration or the geographic areas included within the foregoing covenants, or both, will be deemed amended in accordance with Section 25.(a).

(d) Managerial and Supervisory Employees. You covenant that you will use reasonable efforts to cause all persons who are involved in managerial or supervisory positions to be trained and instructed to observe your covenants in this Section 16 and Section 17 as if they were personally and individually bound thereby.

(e) Copying. You will not copy or duplicate our System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, trade dress, plans, software, programs, know-how or other proprietary ideas or information nor will you convey, divulge, make available or communicate any such information to any third party or assist others in doing so (except as permitted or required by this Agreement).

(f) Validity of Marks and Copyrights; Registrations. You will not, either during the Term or any time thereafter, directly or indirectly challenge or contest the validity of, or take any action to jeopardize our rights in or ownership of, any of the Marks or any registration of a Mark or any Copyrighted Work. If you violate this provision, we will be entitled to equitable, monetary and punitive remedies and any other relief that may be available under applicable law, as

well as the recovery of all costs, expenses and attorneys' fees incurred by us as a result of such violation.

(g) Reasonableness of Scope and Duration. The covenants and agreements contained herein are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and you will not raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. You acknowledge that you have other skills and resources and that the restrictions contained in this Section 16 will not hinder your activities or ability to make a living either under this Agreement or in general.

(h) Enforceability. We may not be adequately compensated by damages for a breach by you of any of the covenants and agreements contained in this Section, and that we will, in addition to all other remedies, be entitled to injunctive relief and specific performance. The covenants and agreements contained in this Section will be construed as separate covenants and agreements, and if any court or arbitrator makes a final determination that the restraints provided for in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court or arbitrator deems reasonable, and such covenants and agreements may be enforced as to such reduced area, activity or time.

17. Trade Secrets and Confidential Information. You understand that we have disclosed or will disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurant and as approved by us, you may not, during the Term or at any time after the expiration or termination of the Franchise, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software, programs or methods of operation of the Restaurant or the System. You will disclose to your employees only such confidential, proprietary or trade secret information as is necessary to operate your business hereunder and then only while this Agreement is in effect. Any and all information, knowledge, or know-how, including drawings, materials, equipment, marketing, recipes, and other data, that we designate as secret or confidential is deemed secret and confidential for purposes of this Agreement. Confidential and proprietary information does not include information that: (i) at the time disclosed to or obtained by you is in the public domain; (ii) after being disclosed or obtained becomes part of the public domain other than through your breach of this agreement; (iii) before disclosure was already in your possession, as evidenced by written records kept in the ordinary course of business or by proof of actual use; (iv) was received by you from a third party (other than our Affiliate) and which the third party had a bona fide right to possess and disclose without breaching any duty, obligation or restriction imposed by agreement, operation of law or otherwise; or (v) is independently developed by you without reference to information disclosed to you by us or our Affiliate. Disclosure of information in compliance with lawful legal process will not constitute a breach of this Agreement, provided, that you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies.

18. Insurance.

(a) Types and Extent of Coverage. You must obtain and maintain throughout the Term such insurance coverages with such limits as specified below (or such greater amounts of insurance as may be required by the terms of any lease or mortgage relating to the Premises) under policies issued by carriers rated "B+" or better by A.M. Best Company:

(i) fire, extended coverage, vandalism, malicious mischief and special extended peril insurance at no less than the actual replacement value of the building (if owned), the contents, and improvements of the Restaurant;

(ii) workers' compensation and other insurance required by law;

(iii) commercial general liability insurance on an "occurrence" form covering all operations by or on behalf of you, providing insurance for bodily injury liability, property damage liability and personal injury liability for the limits of liability indicated below and including coverage for:

(A) Premises and Operations Liability;

(B) Products and Completed Operations Liability;

(C) Independent Contractors Protective Liability;

(D) Blanket Contractual Liability insuring the obligations assumed by you under this Agreement; and

(E) Incidental Medical Malpractice;

(iv) fire legal liability, with a minimum coverage limit of $500,000, unless you own the Premises or have a cross-waiver of subrogation with your landlord.

The limits of liability required for the policies specified in (iii) above are: $1,000,000 each occurrence (combined single limit for bodily injury and property damage); $1,000,000 personal injury liability; $1,000,000 aggregate for products - completed operations; and $2,000,000 general aggregate. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit must apply separately to each location if you operate at more than one location pursuant to multiple franchise agreements with us. You are also required to maintain an umbrella policy with a minimum of $1,000,000 of coverage, which must expressly provide coverage above the coverages listed above. We must be named as an additional insured on all your policies. These are only the minimum coverages required. We do not represent or warrant that these coverages are adequate. You should consult with your insurance advisors to assure that you obtain all required coverages as well as any additional types of coverages or higher limits that they may recommend.

(b) Other Insurance Requirements. Upon request, you will deliver to us copies of all such policies of insurance and proof of payment therefor. All policies required hereunder must provide that the insurer will endeavor to give us written notice not less than 30 days before the date the coverage is canceled, altered, or permitted to lapse or expire. We may, from time to time, increase the limits of any required policy of insurance.

19. Termination by Us.

(a) Automatic Termination. You will be in default under this Agreement, and the Franchise and all rights granted to you in this Agreement automatically terminate without notice to you, if: (i) you make a general assignment for the benefit of creditors, or a petition in bankruptcy is filed by you; (ii) such a petition is filed against and not opposed by you; (iii) you are adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for your business or assets and consented to by you; (v) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (vii) a final judgment against you remains unsatisfied or of record for 30 days or longer (unless an appeal or supersedeas bond is filed); (viii) you are liquidated or dissolved; (ix) any portion of your interest in the Franchise becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person claiming against or in your rights; (x) execution is levied against your business or property; or (xi) the real or personal property of your Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

(b) Upon Notice. You will be in default and we may, at our option, terminate the Franchise and all rights granted in this Agreement, without affording you any opportunity to cure the default, effective upon the earlier of receipt of notice of termination by you, or five days after mailing of such notice by us, if:

(i) at any time you cease to operate or otherwise abandon the Restaurant or forfeit the right to do or transact business in the jurisdiction where the Restaurant is located or lose the right to possession of the Premises; provided however, that if any such loss of possession results from the governmental exercise of the power of eminent domain or if, through no fault of yours, the Premises are damaged or destroyed, then you will have 45 days after either such event in which to apply for our approval to relocate or reconstruct the premises of the Restaurant (which approval shall not be unreasonably withheld), provided, that you must either relocate or begin and diligently pursue reconstruction of the Restaurant within 60 days after the event;

(ii) except as otherwise permitted in Sections 14 and 15, any owner of more than a 5% interest in you transfers all or part of such interest or you transfer any interest in the Franchise or a material portion of your assets or the assets of the Restaurant without our prior written consent;

(iii) you, or any person or entity owning more than 5% of you, are (or is) proven to have engaged in fraudulent conduct or are (or is) convicted of, or pleads guilty or no contest to, a felony or a crime involving moral turpitude or any other crime or offense that is reasonably likely to have an adverse effect on the Chain, the Marks or the goodwill associated there-

with; provided, that if the act or conviction involves your owner, we will not terminate the Franchise if you notify us promptly after you learn of the event constituting the default and within 15 days of the date of the notice, that either: (A) the person or entity that committed the wrongful act has divested his, her or its entire interest in you; or (B) you obtain our consent for such owner to maintain his, her or its ownership interest;

(iv) an approved transfer is not effected within 9 months of your death or incapacity, or the death, incapacity or dissolution of any owner of an interest in you;

(v) you make any intentional, unauthorized disclosure or divulgence of the contents of any Manual or other confidential information provided to you by us;

(vi) you are repeatedly notified of being in default of any of the terms or requirements of this Agreement within any 12-month period, whether or not such defaults are timely cured after notice;

(vii) you fail to comply with any of your covenants set forth in Sections 16 or 17, fail to maintain the insurance coverages under Section 18, or make any material misrepresentation to us or breach any warranty or representation made to us, whether in this Agreement or otherwise;

(viii) you knowingly or intentionally maintain false books or records or submit any false record, statement or report to us;

(ix) you, by act or omission, materially impair the value of, or the goodwill associated with, the Chain, any of the Marks or the System;

(x) an imminent threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant; or

(xi) you fail to close the Restaurant within 24 hours of being required to do so pursuant to Section 19.(c)(v) below.

(c) Upon Notice and Failure to Cure. In addition to those defaults provided for under subsections (a) or (b) above, you will be in default hereunder for any failure to maintain or comply with any of the terms, covenants, specifications, standards, procedures or requirements imposed by this Agreement or in any Manual, policy or procedure statement or other written document provided by us, or to carry out the terms of this Agreement in good faith. Except as provided under subsections (a) or (b) above, we will provide you with written notice and 30 days to cure or, if a default cannot reasonably be cured within 30 days, to begin within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. If the defaults specified in such notice are not cured within the 30-day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate the Franchise effective on the earlier of the date of receipt by you of notice of termination or 5 days after the mailing of such notice by us. Such defaults include the occurrence of any of the following events:

(i) you fail to construct, remodel, or commence operating the Restaurant in accordance with this Agreement;

(ii) you fail, refuse, or neglect to promptly pay any monies owing to us, our Affiliates or the Marketing Fund or a Cooperative when due, or to submit the financial or other information required under this Agreement;

(iii) any person or entity owning 5% or less of you transfers such interest in violation of this Agreement; provided, however, that your right to cure such a default will be conditioned upon you immediately notifying us of the improper transfer and taking all actions necessary to either: (A) obtain our approval thereof; or (B) if approval is not desired or the transfer or transferee is not approved by us, to re-acquire the interest so transferred;

(iv) you misuse or make any unauthorized use of the Marks;

(v) you, by act or omission in connection with the operation of the Restaurant, permit a continuing violation of any applicable law, ordinance, rule, or regulation of a governmental body or an imminent threat or danger to public health or safety, an imminent hazard to the health or safety of Restaurant personnel, or other threat or danger of immediate and substantial harm to the System or the image and goodwill associated with the System and the Marks results from the construction, maintenance, or operation of the Restaurant (and, in the case of any such imminent threat or danger or any law, ordinance, rule or regulation for public or Restaurant personnel health or safety, we have the right to reduce the cure period to 72 hours and require you to close the Restaurant until the cure is effected); or

(vi) you commit a material breach of the lease for the Premises or suffer or permit the existence of any condition that could result in your default or material breach of such lease.

(d) Materiality of Breaches. You acknowledge that a breach or violation of any term, covenant, condition, warranty, representation or other obligation by you (other than a breach or violation that may be cured under Section 19.(c) and is in fact cured within 15 days after notice) constitutes a material breach and default under this Agreement. Any breach or violation that may be cured under Section 19.(c) and that is not in fact cured within the 15-day cure period also constitutes a material breach and default under this Agreement.

20. Obligations upon Termination or Expiration. Upon transfer, termination or expiration of the Franchise, all rights granted to you under this Agreement terminate, and you have the following obligations with respect to the Restaurant franchised under this Agreement:

(a) You must immediately cease to operate the business franchised under this Agreement, and must not thereafter, directly or indirectly, represent to the public or hold yourself out as a Papa John's franchisee with respect to such business.

(b) You must immediately and permanently cease to use, in any manner whatsoever, all confidential information, website, methods, procedures and techniques used by or

associated with the System, and the proprietary Marks "Papa John's," "Papa John's Pizza," and all other Marks and distinctive forms, slogans, signs, symbols, logos and devices associated with the Papa John's Chain, including in any website or domain name.

(c) You must immediately return to us (or, if approved by us, to your transferee) any property held or used by you that is owned by us and cease to use, and either destroy or convey to us (or, if approved by us, to your transferee), all signs, advertising materials, displays, stationery, forms and any other materials that bear or display the Marks.

(d) You must take such actions as may be necessary to cancel any assumed name or similar registration that contains the mark "Papa John's" or "Papa John's Pizza" or any other Mark, and you furnish us with evidence satisfactory to us of compliance with this obligation within thirty (30) days after termination or expiration of the Franchise.

(e) You must promptly pay all sums owed to us and our Affiliates, and if the Franchise is terminated for any reason other than as a result of a material breach of this Agreement by us that is not cured within 30 days or such longer period as may be necessary after written notice thereof from you, such sums include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of the default and the termination, which obligation will give rise to and remain, until paid in full, a lien in favor of us against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by you and located on the Premises on the date the Franchise terminated and we have the right to set off against and deduct any amounts owed to you by us or any of our Affiliates any or all sums owed to us or our Affiliates that remain unpaid 30 days after termination or expiration of this Agreement.

(f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

(g) You must immediately deliver to us (or, if approved by us, to your transferee) all Manuals, policy and procedure statements, instructions, and other materials related to operating the Restaurant, including brochures, charts and any other materials provided by us and all copies thereof, and neither retain nor convey to another (other than an approved transferee) any copy or record of any of the foregoing and, in the case of expiration or termination of the Franchise, you must allow us to remove the Designated Software as described in Section 10.(c)(iv)(E).

(h) You must comply with the covenants contained in this Agreement, including, but not limited to, the covenants not to compete and the covenants not to disclose trade secrets or confidential information contained in Sections 16 and 17.

(i) You will not, for a period of two (2) years after the transfer, termination or expiration of the Franchise (the "Restricted Period"), regardless of the reason for any such termination or expiration, within a 10-mile radius of (1) the Restaurant, or (2) any business location at which we or an Affiliate or our franchisee then operates a Papa John's restaurant or other Papa John's business,

(A) directly or indirectly, irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any Competitive Business, or

(B) directly or indirectly, irrespective of whether compensation is provided, engage in any such Competitive Business on your own account, or

(C) become interested in any such Competitive Business, directly or indirectly, irrespective of whether compensation is provided, as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity, provided that the purchase of a publicly traded security of a corporation engaged in such business or service does not in itself constitute a breach of this Section so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation, or

(D) divert or attempt to divert any business or any customers of the Papa John's chain to any Competitive Business.

21. Independent Contractor; Indemnification.

(a) Independent Contractor. This Agreement creates only a contractual relationship between the parties subject to normal rules of contract law. This Agreement does not create a fiduciary relationship between us and you and you are and will remain an independent contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. You will hold yourself out to the public as an independent contractor, separate and apart from us. You will not make any contract, agreement, warranty or representation on our behalf without our prior written consent, and you agree that you will not incur any debt or other obligation in our name. This Agreement will not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

(b) Business Management. You acknowledge that: (i) we will have no responsibility for the day-to-day operations of the Restaurant or the management of your business, including ensuring the safety and security of your customers or employees; (ii) you independently control the operation of your business and the results of your operations will depend almost exclusively on your business acumen and promotional and managerial efforts; and (iii) we have no responsibility for or control or supervision of your employment practices.

(c) Indemnification. We will not be liable by reason of any act or omission by you in your operation of the Restaurant or for any claim, cause of action or judgment arising therefrom against you or us. You will hold harmless, defend and indemnify us and our Affiliates, and our and their respective shareholders, officers, directors, agents, and employees, from and against any and all losses, expenses, judgments, claims, costs (including reasonable attorney fees, court costs, and expert witness costs, as and when incurred) and damages arising out of or in connection with any claim or cause of action in which we are or become a named defendant and that arises,

directly or indirectly, out of the construction or operation of, or in connection with, your Restaurant, other than a claim finally determined to have resulted directly from our negligence.

22. Your Representations. You hereby acknowledge and represent that:

(a) All information submitted to us by you or those owning an interest in you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading.

(b) We have not represented to you that: (i) you will earn, can earn, or are likely to earn a gross or net profit; (ii) we have knowledge of the relevant market; or (iii) the market demand will enable you to earn a profit from the Franchise.

(c) You have read and understood this Agreement and the disclosure document entitled "Papa John's Franchise Disclosure Document" (the "Disclosure Document") required by the Federal Trade Commission and/or the state in which the Restaurant will be located. You understand that we make no representation or warranty regarding your relevant market or the profitability of business operations under the System. 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 made by us, or by any of our Affiliates or our or their officers, directors, shareholders, employees or agents, that are contrary to or inconsistent with the terms of this Agreement or with the statements made in the Disclosure Document that we furnished to you in connection with the offer and sale of Papa John's franchises.

(d) You accept the terms, conditions and covenants contained in this Agreement as being reasonable and necessary to maintain our standards of quality, service and uniformity and in order to protect and preserve the goodwill of the Marks. You acknowledge that other franchisees of ours have been or will be granted franchises at different times and in different situations. You further acknowledge that the provisions of the franchise agreements pursuant to which such franchises were granted may vary materially from those contained in this Agreement and that your obligation arising hereunder may differ substantially from other franchisees.

(e) You recognize that the System may evolve and change over time and that the Franchise involves an investment of substantial risk and its success is dependent primarily upon your business acumen and your efforts and other factors beyond our control. You have conducted an independent investigation of the Franchise and have had ample time and opportunity to consult with independent professional advisors (lawyers, accountants, etc.), and have not received or relied upon any express or implied guarantee as to potential volumes, revenues, profits or success of the business venture contemplated by the Franchise.

(f) Neither you nor any shareholder, member or other holder of any ownership interest in you is subject to or has entered into any other agreement, promise, representation, warranty, covenant, court order or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits your entering into this Agreement or your ability to perform your obligations under this Agreement.

23. ENFORCEMENT.

(a) ARBITRATION. EXCEPT FOR CONTROVERSIES, DISPUTES OR CLAIMS RELATED TO OR BASED ON: (1) ANY ACTION TO STOP OR PREVENT ANY THREAT OR DANGER TO PUBLIC HEALTH OR SAFETY RESULTING FROM THE CONSTRUCTION, MAINTENANCE, OR OPERATION OF THE RESTAURANT; (2) ANY DEBT COLLECTION ACTION (OTHER THAN OUR ENFORCEMENT OF YOUR OBLIGATION TO CONTRIBUTE TO A COOPERATIVE); OR (3) AT THE CLAIMANT'S OPTION, ANY ALLEGED VIOLATION OF ANY PROVISION OF SECTION 16 OR 17 HEREOF, OR USE OF THE MARKS AFTER THE EXPIRATION OR TERMINATION OF THIS AGREEMENT; ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN US (INCLUDING OUR AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES)AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES AND EMPLOYEES, IF APPLICABLE) ARISING OUT OF OR RELATED TO:

(i) THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT, INCLUDING YOUR OBLIGATION TO CONTRIBUTE TO A COOPERATIVE;

(ii) OUR RELATIONSHIP WITH YOU, INCLUDING ISSUES RELATING TO OUR DECISION TO TERMINATE THAT RELATIONSHIP;

(iii) THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT; OR

(iv) ANY STANDARD, SPECIFICATION OR OPERATING PROCEDURE RELATING TO THE ESTABLISHMENT OR OPERATION OF THE RESTAURANT

MUST BE SUBMITTED FOR BINDING ARBITRATION TO THE AMERICAN ARBITRATION ASSOCIATION ("AAA") ON DEMAND OF EITHER PARTY. SUCH ARBITRATION PROCEEDING WILL BE CONDUCTED IN LOUISVILLE, KENTUCKY AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, WILL BE HEARD BY ONE ARBITRATOR IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AAA. ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) AND NOT BY ANY STATE ARBITRATION LAW.

THE ARBITRATOR HAS THE RIGHT TO AWARD OR INCLUDE IN THE AWARD ANY RELIEF THAT THE ARBITRATOR DEEMS PROPER IN THE CIRCUMSTANCES, INCLUDING MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE OR DATE DAMAGES ARISE OR ARE INCURRED), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS, PROVIDED THAT THE ARBITRATOR DOES NOT HAVE THE RIGHT TO DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR, EXCEPT AS OTHERWISE

PROVIDED IN THIS AGREEMENT, TO AWARD EXEMPLARY OR PUNITIVE DAMAGES. THE AWARD AND DECISION OF THE ARBITRATOR WILL BE CONCLUSIVE AND BINDING UPON ALL PARTIES HERETO, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

WE AND YOU ARE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. IN CONNECTION WITH ANY ARBITRATION PROCEEDING, EACH PARTY MUST SUBMIT OR FILE ANY CLAIM THAT WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY SUCH CLAIM THAT IS NOT SUBMITTED OR FILED AS DESCRIBED ABOVE WILL BE FOREVER BARRED.

EXCEPT FOR INCLUSION OF RELATED PARTIES AS EXPRESSLY PROVIDED IN THIS SECTION 23.(a), ARBITRATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS AND THAT AN ARBITRATION PROCEEDING BETWEEN US (INCLUDING OUR AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES) AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES OR EMPLOYEES, IF APPLICABLE) MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN US AND ANY OTHER PERSON, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR ASSOCIATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO OBTAIN A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY (WITHIN 10 BUSINESS DAYS OF COMMENCEMENT OF COURT ACTION) SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD PARTY NON-SIGNATORIES AND WILL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(b) GOVERNING LAW. EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.) OR OTHER APPLICABLE PREEMPTIVE FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE

LAWS OF THE COMMONWEALTH OF KENTUCKY, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO OBTAIN A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

(d) WAIVER OF PUNITIVE DAMAGES. EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 21 AND CLAIMS WE BRING AGAINST YOU UNDER SECTIONS 16.(c), 16.(f) AND 17, WE AND YOU AND YOUR OWNERS WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS (INCLUDING PRE-JUDGMENT INTEREST).

(e) WAIVER OF JURY TRIAL. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

(f) LIMITATIONS OF CLAIMS. EXCEPT FOR CLAIMS BROUGHT BY US WITH REGARD TO YOUR OBLIGATIONS UNDER SECTIONS 16 AND 17, AND YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 21, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF YOU AND US PURSUANT TO THIS AGREEMENT WILL BE BARRED UNLESS AN ACTION IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED, OR ONE (1) YEAR FROM THE DATE ON WHICH THE CLAIMANT KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILIGENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER LATER OCCURS.

(g) Costs, Expenses and Attorneys' Fees. Except as provided in Sections 16.(f), 20 and 21, each party must pay its own costs, expenses and attorneys' fees in any arbitration, claim, suit or proceeding arising out of this Agreement or the franchise relationship of the parties.

24. **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement must be in writing and be given: (i) by personal delivery; or (ii) provided such notice, request, demand or communication is actually received by the party to which it is addressed in the ordinary course of delivery, by deposit in the United States mail, postage prepaid; or (iii) by registered or certified mail, return receipt requested, postage prepaid, or by delivery to a nationally-recognized overnight courier service; in each case addressed as follows, or to such other person or entity as either party may designate by notice to the other in accordance herewith:

Us: If by Mail:
P.O. Box 99900
Louisville, Kentucky 40269-0900
ATTN: General Counsel

If by Courier or Personal Delivery:
2002 Papa John's Boulevard
Louisville, Kentucky 40299-2367
ATTN: General Counsel

You: _____
_____
ATTN: _____

Except as otherwise provided herein, a notice will be deemed to have been given: (a) on the date of personal delivery to a party; (b) actual receipt by regular mail; (c) on the second business day after deposit with a nationally recognized courier service; or (d) on the third business day after deposit in the United States mail, registered or certified mail, return receipt requested.

25. **Miscellaneous.**

(a) **Tolling; Severability.** During any period in which any covenant in Section 16 or 17 is being breached by you, including any period in which we or you are seeking arbitral or judicial enforcement, interpretation or modification of any such covenant, and all appeals thereof, the Restricted Period will toll and be suspended. You will be bound to the maximum extent permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from the striking of any provision hereof by a court or arbitrator, or that a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or that may result from reducing the scope of any provision to the extent required to comply with a court order, arbitral award or decision or with any applicable state or federal law, whether currently in effect or subsequently enacted.

(b) **Construction.** All references herein to the masculine, neuter or singular must be construed to include the masculine, feminine, neuter or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements and obligations herein made or undertaken by you will be deemed jointly and severally undertaken by all those executing this

Agreement as you. All uses of the words "include", "includes" and "including" mean "including but not limited to" or "including without limitation."

(c) Entire Agreement. This Agreement, the documents incorporated herein by reference and the Exhibits attached hereto, constitute the entire agreement between the parties, and all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement, provided, nothing in this Agreement is intended to disclaim any representations made in the Franchise Disclosure Document that we furnished to you in connection with the offer and sale of Papa John's franchises. The Exhibits to this Agreement are incorporated herein by reference and made a part hereof as if set out in full herein.

(d) Affiliate. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by us or that owns or controls us or is under common control with us, directly or through one or more intermediaries.

(e) Amendments. Except for those permitted to be made unilaterally by us, no supplement, amendment or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto.

(f) Waivers. No failure by us to exercise any right given to us hereunder or to insist upon strict compliance by you with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof, constitutes a waiver of our right to demand full and exact compliance by you with the terms hereof. Waiver by us of any particular default by you does not affect or impair our rights with respect to any subsequent default of the same or of a different nature, nor will any delay or omission by us to exercise any right arising from such default affect or impair our rights as to such default or any subsequent default.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

(h) Headings. The headings used in this Agreement are for convenience only, and the paragraphs will be interpreted as if such headings were omitted.

(i) Time of Essence. You acknowledge that time is of the essence with regard to your obligations hereunder and that all of your obligations are material to us and this Agreement.

(j) Effective Date. This Agreement is effective only upon execution by an authorized representative of Papa John's and delivery to you. The date that we set forth below is the Effective Date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

_____

By: _____
Title: _____

PAPA JOHN'S FRANCHISING, LLC.

By: _____
Title: _____
Effective Date: _____

PAPA JOHN'S

NON-TRADITIONAL AGREEMENT

EXHIBIT A

DEVELOPMENT AREA

The areas encompassed on the attached map entitled "_____" constitute the "Development Area," as defined in the foregoing Papa John's Non-Traditional Franchise Agreement, by and between **PAPA JOHN'S FRANCHISING, LLC** and _____ (except for Non-Traditional Sites expressly excluded from the Development Area under Section 1 of the Non-Traditional Franchise Agreement).

EXHIBIT E

DEVELOPMENT AGREEMENT

PAPA JOHN'S
DEVELOPMENT AGREEMENT

Developer: _____
Address: _____
_____

Number of Restaurants: _____
Development Area: _____

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the "Effective Date" (as defined in Section 16.(j)), by and between **PAPA JOHN'S FRANCHISING, LLC**, a Kentucky limited liability company ("we", "us" or "Papa John's"), and _____, a _____("you"). If you are a corporation, limited liability company or partnership, certain provisions of the Agreement also apply to your owners and will be noted.

RECITALS:

A. We and our Affiliates (defined below) have expended time, money and effort to develop a distinctive system for operating retail restaurants devoted primarily to carry-out and delivery of pizza and other food items. The chain of current and future Papa John's restaurants is referred to herein as the "Papa John's Chain" or the "Chain".

B. The Chain is characterized by a proprietary system which includes: special recipes and menu items; distinctive design, decor, color scheme and furnishings; software and programs; standards, specifications and procedures for operations; systems for communicating with us, suppliers and customers; procedures for quality control; training assistance; and advertising and promotional programs; all of which we may improve, amend and further develop from time to time (the "System").

C. We identify our goods and services with certain service marks, trade names and trademarks, including "Papa John's," "Papa John's Pizza" and "Pizza Papa John's and Design" (the Papa John's logo) as well as certain other trademarks, service marks, slogans, logos and emblems that have been or may be designated for use in connection with the System from time to time (the "Marks").

D. You desire to obtain certain rights to develop one or multiple Papa John's Pizza restaurant(s) in the "Development Area" (as defined below) in accordance with the terms of this Agreement.

E. We have agreed to grant you such rights.

NOW, THEREFORE, the parties agree as follows:

1. Grant.

(a) We hereby grant to you the right and you undertake the obligation to establish ____ Papa John's restaurant(s) (at specific locations we approve) in the areas specified on attached Exhibit A. (The Papa John's restaurants that you develop pursuant to this Agreement are collectively referred to as the "Restaurants" and individually as a "Restaurant"; the areas specified on Exhibit A are collectively referred to as the "Development Area"). Development of Restaurants at non- traditional locations, such as, but not limited to, enclosed malls, institutions (such as hospitals or schools), airports, parks (including theme parks), military installations, sports arenas or stadiums, train stations, travel plazas and entertainment venues collectively ("Non-Traditional Sites") is permitted. However, unless otherwise agreed by us in writing, and absent such agreement, Restaurants located at Non-Traditional Sites ("Non-Traditional Restaurants") do not count towards fulfillment of your obligations to develop Restaurants as set forth in this Agreement. Additionally, you understand and acknowledge that there may be suitable locations for Non-Traditional Restaurants that are subject to exclusive vending rights of third parties. We reserve the right to open Papa John's restaurants, or franchise the right to open Papa John's restaurants to other persons at any such Non-Traditional Site, regardless of where it is located, and this reservation constitutes an exception to the exclusivity provisions of Section 1.(c). No delivery service will be permitted from any Papa John's restaurant located at any Non-Traditional Site within the Development Area unless otherwise agreed by you and us.

(b) Each Restaurant will be established and operated pursuant to a separate "Franchise Agreement" to be entered into between you and us. As used herein, the term "Franchise

Agreement" means the form of Papa John's Franchise Agreement to be executed for each Restaurant developed under this Agreement and all attachments and exhibits thereto.

(c) Except as may be otherwise provided in this Agreement or in the Franchise Agreements, we will not locate, nor license another to locate, a Papa John's restaurant in the Development Area during the "Term" (as defined in Section 4). Notwithstanding the foregoing: (i) we do not warrant or represent that no other Papa John's restaurant will solicit or make any sales within the Development Area, and you expressly acknowledge that such solicitations or sales may occur within the Development Area. We have no duty to protect you from any such sales, solicitations, or attempted sales; (ii) you will compete with other Papa John's restaurants that are now, or that may in the future be, located near or adjacent to your Development Area; (iii) we will of necessity define the trade area for each Restaurant for purposes of electronic and digital orders, considering such matters as we reasonably deem material, including existing trade, or delivery areas of Papa John's restaurants in geographic proximity to the address or customer placing the order; demographic characteristics of the location of such proximate Papa John's restaurants; traffic patterns and similar factors affecting delivery efficiency; the opening or closing of other Papa John's restaurants; and other commercial characteristics of geographically proximate Papa John's restaurants and such trade area definition may change from time to time; (iv) we reserve the right to operate, directly and/or through Affiliates, franchise, or license others to operate or franchise, restaurants or other food related establishments or businesses other than Papa John's restaurants and we and our Affiliates may do so within the Development Area, provided, that such restaurants or food establishments or businesses do not sell pizza on a delivery basis, or primarily carry-out basis; (v) we reserve the right to develop, market and conduct any other business under the Marks or any other trademark; and (vi) we reserve the right to manufacture or sell, directly or through third parties, or both, within and outside your Development Area, pizza and other products that are the same as or similar to those sold in Papa John's restaurants using brand names that are the same as or similar to the Marks, through any channel of distribution, provided that such items are not sold through restaurants or on a ready-to-eat basis.

(d) This Agreement is not a franchise agreement and we do not grant you any franchise rights or other rights to use the Marks or System under this Agreement.

(e) You have no right to license or subfranchise others to use the Marks or the System, or to enter into any agreement with respect to the Marks or System.

2. Initial Fee Payments.

(a) Upon execution and delivery of this Agreement, you must pay to us a development fee deposit of $_____ ("Development Fee") ($5,000 for each Restaurant to be developed). The Development Fee is fully earned by us when paid, is non-refundable except as expressly provided in this Agreement and is not contingent upon our rendering any further performance. The Development Fee is in consideration of, among other things, the development rights granted to you, the reservation of the Development Area, the development opportunities lost or deferred as a result of the rights granted to you in this Agreement and the administrative and other expenses that we have incurred.

(b) You shall expend a minimum of $5,000 on grand opening advertising, marketing and promotional efforts for each Restaurant in the period beginning one month before the Restaurant's scheduled opening date and ending six weeks after the Restaurant's actual opening date. The foregoing advertising, marketing and promotional expenditure is in addition to, and will not be counted towards, required monthly advertising contributions and expenditures required under the Franchise Agreement for each Restaurant.

3. Development of Restaurants; Schedule for Completion.

(a) You must have the number of Restaurants open and operating within the time frame set forth in subsection 3.(g) below, and you may exercise each such development right only at locations that we have approved within the Development Area.

(b) With respect to each proposed location:

(i) You must submit a completed site evaluation form, together with such other information and materials as we may reasonably request. We will not unreasonably withhold our approval of a location. In approving or disapproving any proposed site, we will consider such matters as we deem material, including, without limitation: demographic characteristics of the proposed site; traffic patterns; parking; the predominant character of the neighborhood; competition from other businesses providing similar services within the area (including other Papa John's Restaurants); the proximity to other businesses; the rights granted to our other franchisees; the nature of other businesses in proximity to the site; and other commercial characteristics (including the purchase price or rental obligations and other lease terms for the proposed site) and the size of the premises, appearance, and other physical characteristics of the proposed site.

(ii) Approval of a site by us does not constitute an assurance, representation or warranty of any kind, expressed or implied, as to the successful operation of a Papa John's Restaurant, or for any other purpose. Our approval of a site indicates only that we believe the site complies with acceptable minimum criteria that we establish solely for our purposes as of the time period encompassing the evaluation. You acknowledge that application of criteria that have been effective with respect to other sites and premises may not be predictive of potential for all sites. Further, demographic and/or economic factors included in our criteria could change and other relevant factors that might alter the potential of a site may be excluded from our criteria. The uncertainty and instability of such criteria are beyond our control. We are not responsible if a site that we approve fails to meet your expectations as to potential revenue or operational criteria or for your failure to locate the required number of suitable sites in the Development Area. You further acknowledge that your acceptance of a Franchise for the operation of a Papa John's Restaurant at a site is based on your own independent investigation of the suitability of a site.

(iii) Any proposed lease for a standard Restaurant must include an addendum in the form of Exhibit A to the Franchise Agreement, or contain terms and conditions substantially similar to those contained in Exhibit A to the Franchise Agreement. Any changes in the language set forth in Exhibit A must be approved by us in advance in writing. The

addendum is not required for Non-Traditional Restaurants. If you intend to own the Premises, you shall furnish to us proof of ownership prior to the date you begin any construction, build-out or remodeling of the Premises.

(c) Subject to subsection (ii) below, we will provide the following training, support and assistance:

(i) Before the opening of your first Restaurant, we will provide training for the "Principal Operator" (as defined in Section 8) who has been approved by us. We will also provide training to other personnel as we may reasonably designate, and such other training for your employees at the locations and for such periods as we may designate from time to time, provided that you shall be responsible for all expenses incurred by such persons in connection with training, including, without limitation, all costs of travel, lodging, meals and wages. For each of your first two Restaurants, an opening team made up of our designated employees will be used for training before restaurant openings. A team will be scheduled to arrive up to 3 days before the opening of each of your first two Restaurants and stay 2 to 3 days afterward. The opening team's primary role is to partner with your trained Restaurant team members to conduct on-site training with respect to the duties of each position in the Restaurant, including the areas of staffing, food preparation and dough management. Before each Restaurant opens, you will be required to activate an online training account for the Restaurant. You or your team members may be required to complete some online training activities before the arrival of our opening support team. After the first two Restaurants, you may request a team to assist but you will be required to pay a separate fee for this service. Changes in the opening date of a Restaurant requiring the opening team to change travel arrangements may also result in a separate fee.

(ii) If you are a corporation, limited liability company or other business entity and your owners or principal management team have already received initial training, support or opening team assistance as owners or managers of another Papa John's franchisee, we will not be obligated to provide the foregoing training, support or assistance to the extent we have already provided it to your owners and/or principal management team.

(d) Before the opening of your Restaurant, it is strongly encouraged that you conduct grand opening advertising. You can expect to spend a range of $3,000.00 to $10,000.00. We (or an affiliated entity) may make promotional items available for grand opening programs, and we may provide guidance and assistance to you to develop and execute such programs.

(e) We will deliver the Franchise Agreement to you after you provide the address and telephone number for an approved location that you have leased or purchased. The Franchise Agreement for such location must be signed by you and submitted to us along with payment of the initial franchise fee within 10 days after it is delivered to you.

(f) The approval of a location and the delivery of a Franchise Agreement by us may be conditioned upon a determination by us, in our reasonable judgment, that:

(i) you have the financial and operational capacity to develop and operate the Restaurant;

(ii) the site that you propose for the Restaurant is within the Development Area and is a suitable site based upon criteria that we establish from time to time; and

(iii) you and your owners are in compliance with this Agreement and all Franchise Agreements executed pursuant to this Agreement.

(g) Notwithstanding any provision of any Franchise Agreement entered into between us and you, you must exercise each development right as follows:

DEVELOPMENT SCHEDULE

Dates on Which Each Restaurant Shall be Open	Cumulative Number of Restaurants to be Open and Operating*
_____	_____
_____	_____

_____ _____

[* - Includes only those Restaurants to be developed pursuant to this Development Agreement.]

(h) If a Restaurant is open and operating on or before the last day of the fiscal year of the scheduled opening date set forth in the above Development Schedule, we will provide to you or cause our Affiliate to provide to you, subject to the provisions of Section 3.(i), two conveyor ovens meeting our current standards and specifications (model and capacity to be specified by us) and the associated POS equipment for each Restaurant, plus and other restaurant equipment, up to a value of $125,000 per Restaurant. The cost of the equipment will be amortized or repaid as provided in Section 3.(i)(iii).

(i) For purposes of the incentives provided in this Section:

(i) A Restaurant must be open to the public and operating during normal business hours on normal business days to be open and operating for purposes of qualification for the incentive. A promotional, token or "soft" opening of a Restaurant followed by closure for 48 hours or more shall not constitute "open and operating" for purposes of this Section.

(ii) To receive the benefits described in Section 3.(h), you must remain in good standing under this Agreement and all your Papa John’s Franchise Agreements, including operations, marketing, development and amounts owed to us and our affiliates, subsidiaries and vendors.

(iii) The cost of the incentive equipment provided under Section 3.(h) will be amortized over 48 months and the cost will be either repaid or forgiven, as follows:

(A) Any period in which Franchisee is on or above the cumulative number of Units required in the Development Schedule, amortization amount of the equipment provided to you as of that date will be considered forgiven.

(B) If you are below the cumulative number of Units required in the Development Schedule at the end of any fiscal year, we will assess and bill you a development deferral service fee in an amount equal to 1/48th part of the total value of the incentive equipment provided to you as of that date and you will be required to pay us that amount within thirty (30) days of our invoice. The foregoing development deferral fee payment will be billed and collected monthly until the earlier of: (1) the date that you are caught up with the Development Schedule; or (2) you have paid development deferral service fees equaling the total value of all equipment incentive packages provided to you. If any payments are not made when due (or cannot be collected due to insufficient funds or any other reason): (1) no further incentive packages will be awarded; (2) no further openings of new Restaurants will be permitted. Incentives and further Restaurant development will resume when. All payments have been made and you are current with the Development Schedule.

(C) If a Unit closes before the incentive equipment package is fully paid or amortized, Franchisee will be required to pay the Franchisor the remaining unamortized/unpaid amount.

(D) If a Unit transfers before the incentive equipment package is fully paid or amortized, Franchisee shall: (1) take all steps to ensure that Franchisee's buyer is fully aware of the outstanding incentive equipment package and shall ensure that Franchisee's buyer will assign and assume the obligations under the Equipment Lease; or (2) Franchisee will be required to pay the Franchisor the remaining unamortized/unpaid amount prior to closing.

(E) Notwithstanding the above, if the Restaurant is transferred in whole or in part to any current owner or an owner with ownership via a family trust, the new franchise owner will assume the obligation of the incentive pursuant to an assignment and assumption of the Equipment Lease and will cooperate with all legally necessary filings of such Equipment Lease.

(j) It is your responsibility to ensure that each Restaurant is constructed or remodeled, equipped and operated in compliance with all laws, ordinances and governmental rules and regulations and the Franchise Agreement, and you must obtain all necessary permits and licenses relating thereto.

(k) At least 10 days before the opening of the Restaurant (and thereafter as requested by us), you must execute and deliver to us, our bank(s) and your bank, as necessary, all forms and documents that we may request to permit us to debit your bank account, either by check, via electronic funds transfer or other means utilizing our computerized information system or by such alternative methods as we may designate ("Payment Methods"). You must comply with all procedures specified by us from time to time, and take such reasonable actions as we may request to assist in any of the Payment Methods. We may use the Payment Methods to collect the amount of each period's royalty and any other amounts due to us, our Affiliates, the Papa John's Marketing Fund, Inc. or Papa Card, Inc. under the Franchise Agreement or otherwise.

4. Term.

Unless sooner terminated as provided in this Agreement, this Agreement expires on the earlier to occur of: (a) the date on which all the Restaurants have been developed; or (b) 12:00 midnight on the last date set forth on the Development Schedule (the "Term"). Upon the termination or expiration of this Agreement, all unexercised development rights automatically expire.

5. Construction or Remodeling.

You must, at your own expense (except as otherwise provided herein), construct or remodel each Restaurant at its location in accordance with the then- current specifications and standards established for the System and the terms of the Franchise Agreement. You must use qualified and duly licensed architects and contractors in the performance of construction or remodel, repair or maintenance of a Papa John’s branded Restaurant. We reserve the right to review and approve the use of such architects and contractors prior to and during construction

or remodeling of a Restaurant. If we provide written notice that a particular architect, contractor, or any other construction vendor is not acceptable, you must find a suitable replacement within a reasonable time frame, as determined by Papa John's. You must allow us and our agents and employees access to all areas of the premises of each Restaurant at such times as we or they may reasonably request and you shall cooperate fully with us and our agents and employees in preparing the construction or remodeling plans and design, layout and décor specifications applicable to the location of each Restaurant to be developed hereunder. We will provide certain development services for the construction of the Restaurant specifically assistance in (1) the selection of architects and engineers, (2) completion of a site survey, (3) management of the permitting process, (4) coordination of equipment purchasing, (5) the request for proposal process with licensed general contractors, and (6) management of general contractors. Such services are provided in return for payment of the initial franchise fee. You may not begin construction or remodeling on any Restaurant until: (a) you have paid the full amount of the Development Fee; and (b) we have approved the plans for such Restaurant.

6. <u>Your Organization, Operation and Ownership</u>.

If you are a corporation, partnership, limited liability company or other entity:

(a) If we request from time to time, you must furnish us with your Articles of Incorporation, Articles of Organization, Operating Agreement, By-Laws and other governing documents (and any amendments or modifications thereof), minutes and resolutions and all agreements or other documents, records and information pertaining to your existence and operation.

(b) You must confine your business activities exclusively to the establishment, management and operation of Papa John's restaurants pursuant to agreements with us.

(c) You must, at the same time you execute this Agreement, and at such other times as we may request, disclose the name and address of each person or entity owning a beneficial

interest in you, and you may not issue any additional securities, nor allow the "transfer" (as defined in Section 10) of any of your outstanding securities, except as provided in Section 10.

(d) You must at all times comply with all applicable laws, ordinances, rules and regulations of governmental bodies.

(e) You must cause all persons or entities owning any interest in you to sign the Owner Agreement in the form we provide.

(f) You may not transfer or assign individual Restaurants to separate legal entities without our consent, which we may withhold in our discretion.

7. Your Covenants.

(a) **Covenant Not-to-Compete.** You covenant that during the Term you will not engage in any of the following activities anywhere in the United States:

(i) directly or indirectly, and irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other non-pizza products (excluding soft drinks) that are the same as those sold by Papa John's restaurants on a delivery or carry-out basis, including, without limitation, business formats such as Domino's, Pizza Hut, Mr. Gatti's, Marco's, Sbarro and Little Caesars, or (B) derives 30% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready-to-eat food products on a delivery basis (a "Competitive Business"); or

(ii) directly or indirectly, and irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business directly or indirectly, and irrespective of whether compensation is provided, as a partner, member, shareholder, principal, agent, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service will not in itself be deemed violative of this Agreement so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa John's chain to any Competitive Business.

To the extent required by the laws of the state in which the Restaurants are to be developed, the duration or the geographic areas included within the foregoing covenants, or both, will be deemed amended in accordance with Section 7.(e).

(b) **Appropriation and Disclosure of Information.** Except as permitted by the Franchise Agreement, you will not at any time use, copy or duplicate the System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, trade dress, plans, know-how or other proprietary ideas or information, nor convey, divulge, make available or communicate such information to any third party or assist others in using, copying or duplicating any of the foregoing. Confidential and proprietary information does not include information that: (i) at the time disclosed to or obtained by you is in the public domain; (ii) after being disclosed or obtained becomes part of the public domain other than through your breach of this agreement; (iii) prior to disclosure was already in your possession, as evidenced by written records kept in the ordinary course of business or by proof of actual use; (iv) was received by you from a third party (other than our Affiliate) and which the third party had a bona fide right to possess and disclose without breaching any duty, obligation or restriction imposed by agreement, operation of law or otherwise; or (v) is independently developed by you without reference to information disclosed to you by us or our Affiliate. Disclosure of information in compliance with lawful legal process does not constitute a breach of this Agreement, provided, that you give us notice of such process and a reasonable opportunity to oppose the disclosure or seek other protective orders or remedies.

(c) Infringement. You shall not at any time commit any act that would infringe upon or impair the value of the System or the Marks, nor engage in any business or market any product or service under a trade-name, trademark, service mark, logo or design that is confusingly or deceptively similar to any of the Marks.

(d) Reasonableness of Scope and Duration. You acknowledge that the covenants and agreements contained herein and in Section 9.(e) are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and you shall not raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. You represent that you have other skills and resources and that the restrictions contained in this Section 7 and in Section 9.(e) will not hinder your activities or ability to make a living either under this Agreement or in general.

(e) Enforceability. You recognize and acknowledge that we may not be adequately compensated by damages for a breach by you of any of the covenants and agreements contained in this Section or in Section 9.(e), and that, in addition to all other remedies, we are entitled to seek injunctive relief and specific performance. The covenants and agreements contained in this Section and in Section 9.(e) are intended to be construed as separate covenants and agreements and if any court makes a final determination that the restraints provided for in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court deems reasonable, and such covenants and agreements may be enforced as to such reduced area, activity or time.

8. Principal Operator.

You must designate an individual to serve as your "Principal Operator" to supervise the development process and oversee the operation of each Restaurant. The Principal Operator shall meet the following qualifications:

(a) The Principal Operator must own at least a 5% equity interest in you; provided that you will not be in default of this requirement if the Principal Operator is entitled to a bonus of not less than 5% of the net profits of the Restaurant(s), payable after the end of each Period (as defined in the Franchise Agreement), and also has the right to acquire not less than 5% equity interest in you within 12 months of his or her hire date, which rights must be evidenced by a written agreement between the Principal Operator and you. You must provide us with a copy of any such agreement upon request. Once the Principal Operator has acquired an equity interest in you, he or she must continue to own that interest (or a greater interest) during the entire period he or she serves as the Principal Operator and must comply with Section 6.(e) of this Agreement.

(b) The Principal Operator must devote full time and best efforts to the supervision and conduct of the development and operation of the Restaurant(s) contemplated under this Agreement and must agree to be bound by the confidentiality and non-competition provisions of the Owner Agreement. At such time as the Principal Operator becomes an owner of an interest in you, he or she must agree to be bound by all provisions of the Owner Agreement.

(c) The Principal Operator must be a person we reasonably approve who successfully completes, to our satisfaction, our initial training requirements and must participate in and successfully complete, to our satisfaction, all additional training as we may reasonably designate.

(d) The Principal Operator must be proficient in writing and speaking English, to ensure compliance with our operational standards and to ensure efficient communication with customers and us.

If, at any time or for any reason, the Principal Operator no longer qualifies to act as such, you must promptly designate another Principal Operator subject to the same qualifications listed above. You must immediately notify us of the termination of the Principal Operator's employment with you, whether voluntary or involuntary.

9. Default and Termination.

(a) Automatic Termination. You will be in default under this Agreement, and this Agreement and all rights granted in it automatically terminate without notice to you, if: (i) you make a general assignment for the benefit of creditors or a petition in bankruptcy is filed by you; (ii) such a petition is filed against and not opposed by you; (iii) you are adjudicated as bankrupt or insolvent; (iv) a bill in equity or other proceeding is filed for the appointment of a receiver or other custodian for your business or assets is filed and consented to by you; (v) a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) proceedings for a composition with creditors under any state or federal law are instituted by or against you; (vii) a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); (viii) you are dissolved; (ix) any portion of your interest in any Papa John's franchise becomes subject to an attachment, garnishment, levy or seizure by any creditor or any other person claiming against or in your rights; (x) execution is levied against your business or property; or (xi) the real or personal property of any Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

(b) Without Notice. You will be in default under this Agreement, and we may, at our option, terminate this Agreement and all rights granted under it without affording you any opportunity to cure such default, effective upon the earlier of (1) your receipt of the notice of termination, or (2) five days after mailing of such notice by us, upon the occurrence of any of the following events:

(i) you fail to strictly comply with the development schedule set forth in Section 3;

(ii) you make or attempt to make any transfer, whether voluntary or involuntary, of this Agreement or any interest herein, or of any rights or obligations arising under

this Agreement, or of any interest in you, or of any material portion of your assets, without our prior written consent, except as otherwise provided under the Franchise Agreement;

(iii) you fail to comply with any of your covenants set forth in Section 7 of this Agreement; or

(iv) you divert or attempt to divert any business or any customers of the Papa John's chain to any Competitive Business.

(c) **With Notice.** For any other breach or default under this Agreement, we will provide you with written notice of default and 15 days to cure or, if a default cannot reasonably be cured within 15 days, to initiate within that time substantial and continuing action to cure such default and to provide us with evidence of such actions. If the defaults specified in such notice are not cured within the 15 day period, or if substantial and continuing action to cure has not been initiated, we may, at our option, terminate this Agreement and all rights granted to you under it by giving written notice of such termination to you. The notice of termination shall be effective on the earlier of: (i) the date of your receipt of the notice; or (ii) five days after the mailing of such notice by us.

(d) Upon termination of this Agreement, all your rights under it terminate and you then have no further right to establish any Restaurants. In addition, upon termination of this Agreement, we have the right to open and operate, or to franchise others to open and operate, Papa John's restaurants anywhere within the Development Area, except that we may not locate or franchise another to locate a Papa John's restaurant within the "Territory" provided for in any Franchise Agreement that remains in effect after the date of termination.

(e) **Post-Termination Non-Competition Covenants.** If this Agreement is transferred, expires or is terminated before your entry into a Franchise Agreement for at least one Restaurant, you shall not, for a period of two years after the expiration or termination of this Agreement, regardless of the cause for such expiration or termination (the "Restricted Period"), anywhere within either: (1) the boundaries of the Development Area including, for

purposes of this Section 9.(e) only, any Non-Traditional Sites excluded from the Development Area by the operation of Section 1.(a); or (2) a 10-mile radius of any business location at which you, we or our Affiliate or our franchisee then conducts a Papa John's business:

(i) directly or indirectly, and irrespective of whether compensation is provided, enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any Competitive Business; or

(ii) directly or indirectly, and irrespective of whether compensation is provided, engage in any such Competitive Business on your own account; or

(iii) become interested in any such Competitive Business directly or indirectly, and irrespective of whether compensation is provided, as a partner, member, shareholder, principal, agent, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Agreement so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation.

10. Assignment or Transfer.

(a) Transfer by Us. We may transfer this Agreement or any portion of it, or any or all of our rights, obligations or interests under it, without restriction. Upon any transfer or assignment of this Agreement by us, we shall be released from all obligations and liabilities arising or accruing in connection with this Agreement after the date of such transfer or assignment.

(b) Transfer by You. This Agreement, and your rights and obligations under it, are and remain personal to you and are not transferable without our prior written consent, provided, if you are an individual, we will not unreasonably withhold our consent to assignment

of this Agreement to a corporation, limited liability company or similar business entity formed by you if the following conditions are met:

(i) you are the sole owner of such entity or all owners of such entity have been disclosed to us and meet, in our judgment, our criteria for franchise ownership; and

(ii) you and all other owners of such entity sign our standard form of Owner Agreement.

As used herein, the term "transfer" means any sale, assignment, gift, pledge, mortgage or any other encumbrance, transfer by bankruptcy, transfer by judicial order, merger, consolidation, share exchange, transfer by operation of law or otherwise, whether direct or indirect, voluntary or involuntary, of this Agreement or any interest in it, or any rights or obligations arising under it, or of any material portion of your assets, or of any interest in you.

11. No Grant of Franchise or Franchise Rights.

This Agreement does not grant you a franchise or any rights of a Papa John's franchisee. To the fullest extent permissible by law, you waive the applicability of any law that would constitute this Agreement or any rights granted under it as a franchise agreement or as granting any franchise rights.

12. Notices.

All notices, requests, demands and other communications required or permitted to be given or made under this Agreement must be in writing and given: (i) by personal delivery; or (ii) provided such notice, request, demand or communication is actually received by the party to which it is addressed in the ordinary course of delivery, by deposit in the United States mail, postage prepaid; or (iii) by registered or certified mail, return receipt requested, postage prepaid; or (iv) by delivery to a nationally-recognized overnight courier service; in each case addressed as follows, or to such other person or entity as either party may designate by notice to the other in accordance herewith:

Us: If by Mail:
P.O. Box 99900
Louisville, KY 40269-0900
ATTN: General Counsel

If by Courier or Personal Delivery:
2002 Papa John's Boulevard
Louisville, KY 40299-2367
ATTN: General Counsel

You: _____
_____
ATTN: _____

Except as otherwise provided herein, a notice will be deemed to have been given: (a) on the date of personal delivery to a party; (b) the date of actual receipt by regular US Mail; (c), on the second business day after deposit with a nationally recognized courier service; or (d) on the third business day after deposit in the United States registered or certified mail, return receipt requested.

13. Independent Contractor; Indemnification.

Independent Contractor. This Agreement creates only a contractual relationship between the parties subject to the normal rules of contract law. This Agreement:

(a) does not create a fiduciary relationship between us and you and you are and remain an independent contractor. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever. You shall hold yourself out to the public as an independent contractor, separate and apart from us. You shall not make any contract, agreement, warranty, or representation on our behalf without our prior written consent, and you shall not incur any debt or other obligation in our name. This Agreement shall not be deemed to confer any rights or benefits to any person or entity not expressly named herein.

(b) **Business Management.** You acknowledge that: (i) we will have no responsibility for the day-to-day operations of any Restaurant developed under this Agreement or the management of your business, including without limitation, ensuring the safety and security of your customers or employees; (ii) you independently control the operation of your business and the results of your operations will depend almost exclusively on your business acumen and promotional and managerial efforts; and (iii) we have no responsibility for or control or supervision of your employment practices.

(c) **Indemnification.** We shall not be liable by reason of any act or omission of you in your development, construction or conduct of the Restaurants or for any claim, cause of action or judgment arising therefrom against you or us. You undertake to hold harmless, defend and indemnify us, our Affiliates, and our and their respective officers, directors, agents, and employees, from and against any and all losses, expenses, judgments, claims, attorney fees and damages arising out of or in connection with any claim or cause of action in which we are or become a named defendant and that arises, directly or indirectly, out of the operation of, or in connection with, your construction or operation of the Restaurants, other than a claim finally determined to have resulted directly from our negligence.

14. Enforcement.

(a) **ARBITRATION. EXCEPT FOR CONTROVERSIES, DISPUTES OR CLAIMS RELATED TO OR BASED ON: (1) USE OF THE MARKS AFTER THE**

EXPIRATION OR TERMINATION OF THIS AGREEMENT; (2) AT THE CLAIMANT'S OPTION, ANY DEBT COLLECTION ACTION; OR (3) AT THE CLAIMANT'S OPTION, ANY CLAIM OF VIOLATION OF ANY PROVISION OF SECTION 7 OR 9.(e) HEREOF, ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN US (INCLUDING OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES) AND YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES AND EMPLOYEES, IF APPLICABLE) ARISING OUT OF OR RELATED TO:

(i) **THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT;**

(ii) **OUR RELATIONSHIP WITH YOU, INCLUDING ISSUES RELATING TO OUR DECISION TO TERMINATE THAT RELATIONSHIP;**

(iii) **THE VALIDITY OF THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN YOU AND US OR ANY PROVISION OF ANY SUCH AGREEMENT; OR**

(iv) **ANY STANDARD, SPECIFICATION OR OPERATING PROCEDURE RELATING TO THE DEVELOPMENT, ESTABLISHMENT OR OPERATION OF THE RESTAURANTS;**

SHALL BE SUBMITTED FOR BINDING ARBITRATION TO THE AMERICAN ARBITRATION ASSOCIATION ("AAA") ON DEMAND OF EITHER PARTY. SUCH ARBITRATION PROCEEDING SHALL BE CONDUCTED AND ADMINISTERED IN LOUISVILLE, KENTUCKY AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, SHALL BE HEARD BY ONE ARBITRATOR IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AAA. ALL MATTERS RELATING TO ARBITRATION SHALL BE

GOVERNED BY THE FED- ERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.) AND NOT BY ANY STATE ARBITRATION LAW.

THE ARBITRATOR SHALL HAVE THE RIGHT TO AWARD OR INCLUDE IN THE AWARD ANY RELIEF THAT THE ARBITRATOR DEEMS PROPER IN THE CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, MONEY DAMAGES (WITH INTEREST ON UNPAID AMOUNTS FROM THE DATE DUE OR DATE DAMAGES ARISE OR ARE INCURRED), SPECIFIC PERFORMANCE, INJUNCTIVE RELIEF AND ATTORNEYS' FEES AND COSTS, PROVIDED THAT THE ARBITRATOR SHALL NOT HAVE THE RIGHT TO DECLARE ANY MARK GENERIC OR OTHERWISE INVALID OR, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, TO AWARD EXEMPLARY OR PUNITIVE DAMAGES. THE AWARD AND DECISION OF THE ARBITRATOR SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES HERETO, AND JUDGMENT UPON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

WE AND YOU ARE BOUND BY THE PROVISIONS OF ANY LIMITATION ON THE PERIOD OF TIME IN WHICH CLAIMS MUST BE BROUGHT UNDER APPLICABLE LAW OR THIS AGREEMENT, WHICHEVER EXPIRES EARLIER. IN CONNECTION WITH ANY SUCH ARBITRATION PROCEEDING, EACH PARTY MUST SUBMIT OR FILE ANY CLAIM THAT WOULD CONSTITUTE A COMPULSORY COUNTERCLAIM (AS DEFINED BY RULE 13 OF THE FEDERAL RULES OF CIVIL PROCEDURE) WITHIN THE SAME PROCEEDING AS THE CLAIM TO WHICH IT RELATES. ANY SUCH CLAIM THAT IS NOT SUBMITTED OR FILED AS DESCRIBED ABOVE SHALL BE FOREVER BARRED.

EXCEPT FOR INCLUSION OF RELATED PARTIES AS EXPRESSLY PROVIDED IN THIS SECTION 14.(a), ARBITRATION SHALL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS, AND AN ARBITRATION PROCEEDING BETWEEN US (INCLUDING OUR AFFILIATES, AND/OR OUR OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES) AND

YOU (INCLUDING YOUR OWNERS, GUARANTORS, AFFILIATES OR EMPLOYEES, IF APPLICABLE) MAY NOT BE CONSOLIDATED WITH ANY OTHER ARBITRATION PROCEEDING BETWEEN US AND ANY OTHER PERSON, CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR ASSOCIATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO OBTAIN A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY (WITHIN 10 BUSINESS DAYS AFTER COMMENCEMENT OF COURT ACTION) SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 14.(a).

THE PROVISIONS OF THIS SECTION ARE INTENDED TO BENEFIT AND BIND CERTAIN THIRD-PARTY NON-SIGNATORIES AND SHALL CONTINUE IN FULL FORCE AND EFFECT SUBSEQUENT TO AND NOTWITHSTANDING THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

(b) GOVERNING LAW. EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.) OR OTHER FEDERAL LAW, THIS AGREEMENT AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU SHALL BE GOVERNED BY THE LAWS OF THE STATE OF KENTUCKY, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES.

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU

OR YOUR OWNERS AGAINST US OR OUR AFFILIATE, AND/OR OUR OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO OBTAIN A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRA- TION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDIC- TION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANTS ARE LOCATED.

(d) <u>WAIVER OF PUNITIVE DAMAGES.</u> EXCEPT WITH RESPECT TO YOUR OBLIGATION TO INDEMNIFY US PURSUANT TO SECTION 13 AND CLAIMS WE BRING AGAINST YOU FOR YOUR UNAUTHORIZED USE OR DIS- CLOSURE OF ANY CONFIDENTIAL INFORMATION, WE AND YOU AND YOUR OWNERS WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER. IN THE EVENT OF A DISPUTE BETWEEN US, THE PARTY MAKING A CLAIM SHALL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS (INCLUDING PRE-JUDGMENT INTEREST).

(e) <u>WAIVER OF JURY TRIAL.</u> WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

(f) LIMITATIONS OF CLAIMS. EXCEPT FOR CLAIMS BROUGHT BY US WITH REGARD TO YOUR OBLIGATIONS UNDER SECTIONS 7.(a), 7.(b), 7.(c) OR 9.(e), AND TO INDEMNIFY US PURSUANT TO SECTION 13, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF YOU AND US PURSUANT TO THIS AGREEMENT SHALL BE BARRED UNLESS AN ACTION IS COMMENCED WITHIN ONE (1) YEAR FROM THE DATE ON WHICH THE ACT OR EVENT GIVING RISE TO THE CLAIM OCCURRED, OR ONE (1) YEAR FROM THE DATE ON WHICH THE CLAIMANT KNEW OR SHOULD HAVE KNOWN, IN THE EXERCISE OF REASONABLE DILI- GENCE, OF THE FACTS GIVING RISE TO SUCH CLAIMS, WHICHEVER LATER OCCURS.

(g) Costs, Expenses and Attorneys' Fees. Except as provided in Sections 13.(c) and 14.(a), each party shall pay its own costs, expenses and attorneys' fees in any action, claim, suit or proceeding arising out of this Agreement or the franchise relationship of the parties.

15. Acknowledgements.

Your Representations. You hereby acknowledge and represent as follows:

(a) All information submitted to us by you or those owning an interest in you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any statement or item of material fact necessary to make the statements made therein not false or misleading.

(b) We have not represented to you that: (i) you will earn, can earn, or are likely to earn a gross or net profit; (ii) we have knowledge of the relevant market; or (iii) the market demand will enable you to earn a profit from the Franchise.

(c) You have read and understood this Agreement and the disclosure document entitled "Papa John's Franchise Disclosure Document" (the "Disclosure Document") required by the Federal Trade Commission or the state in which the Development Area is located. You understand that we make no representation or warranty whatsoever regarding your relevant market or the profitability of business operations under the System and that no representations have been made by us, or by any of our Affiliates or our or their officers, directors, shareholders, employees or agents, that are contrary to or inconsistent with the terms of this Agreement or with the statements made in the Disclosure Document.

(d) You accept the terms, conditions and covenants contained in this Agreement as being reasonable and necessary to maintain our standards of quality, service and uniformity and in order to protect and preserve the goodwill of the Marks. You acknowledge that other franchisees of ours have been or will be granted franchises at different times and in different situations. You further acknowledge that the provisions of the franchise agreements pursuant to which such franchises were granted may vary materially from those contained in this Agreement and that your obligation arising hereunder may differ substantially from other franchisees.

(e) You recognize that the System may evolve and change over time and that the Franchise involves an investment of substantial risk and its success is dependent primarily upon your business acumen and efforts and other factors beyond our control. You have conducted an independent investigation of the Franchise and have had ample time and opportunity to consult with independent professional advisors (lawyers, accountants, etc.), and have not received or relied upon any express or implied guarantee as to potential volumes, revenues, profits or success of the business venture contemplated by the Franchise.

16. Miscellaneous.

(a) **Severability.** You are bound to the maximum extent permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from the striking of any

provision hereof by a court or arbitrator, or that a court or arbitrator holds to be unenforceable in a final decision to which we are a party, or that may result from reducing the scope of any provision to the extent required to comply with a court order or arbitration award or decision or with any state or federal law, whether currently in effect or subsequently enacted.

(b) Construction. All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, as the case may require. All acknowledgements, warranties, representations, covenants, agreements, and obligations herein made or undertaken by you shall be deemed jointly and severally undertaken by all those executing this Agreement as you. During any period in which any of the covenants in Section 7 or Section 9.(e) is being breached or violated, including any period in which either of the parties seeks judicial or arbitral enforcement, interpretation or modification of any such covenant, and all appeals thereof, the restricted period set forth therein shall toll and be suspended.

(c) Entire Agreement. This Agreement, the documents incorporated herein by reference and the Exhibits attached hereto, constitute the entire agreement between the parties, and all prior understandings or agreements concerning the subject matter hereof are canceled and superseded by this Agreement, provided, nothing herein is intended to derogate from representations made in the Disclosure Document. The Exhibit to this Agreement is incorporated herein by reference and made a part hereof as if set out in full herein.

(d) Affiliate. As used in this Agreement, the term "Affiliate" means any person or entity that is owned or controlled by, or that owns or controls, or is under common control with, a specified person or entity, either directly or through one or more intermediaries.

(e) Amendments. Except for those permitted to be made unilaterally by us, no supplement, amendment or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto.

(f) **Waivers.** No failure by us to exercise any right given to us hereunder, or to insist upon strict compliance by you with any obligation, agreement or undertaking hereunder, and no custom or practice of the parties at variance with the terms hereof will constitute a waiver of our right to demand full and exact compliance by you with the terms hereof. Waiver by us of any particular default by you does not affect or impair our rights with respect to any subsequent default of the same or of a different nature, nor does any delay or omission of us to exercise any right arising from such default affect or impair our rights as to such default or any subsequent default.

(g) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

(h) **Headings.** The headings used in this Agreement are for convenience only, and the paragraphs shall be interpreted as if such headings were omitted.

(i) **Time of Essence.** You acknowledge that time is of the essence with regard to your obligations hereunder, and that all of your obligations are material to us and this Agreement.

(j) **Effective Date.** This Agreement is effective only upon execution by an authorized representative of Papa John's and delivery to you. The date that we effect delivery, as set forth below, shall be the Effective Date of the Agreement.

IN WITNESS WHEREOF, the parties have signed this Development Agreement as of the Effective Date.

DEVELOPER

By: _____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____

Title: _____

Executed at Louisville, Jefferson County, Kentucky and delivered _____, 2023
(the "Effective Date")

PAPA JOHN'S DEVELOPMENT AGREEMENT

EXHIBIT A

DEVELOPMENT AREA

The areas encompassed on the attached map entitled "_____" constitute the "Development Area," as defined in the foregoing Papa John's Development Agreement, by and between **PAPA JOHN'S FRANCHISING, LLC** and _____ (except for Non-Traditional Sites expressly excluded from the Development Area under Section 1.(a) of the Development Agreement).

PAPA JOHN'S

DEVELOPMENT AGREEMENT

EXHIBIT B

Type of Incentive Program: _____

EQUIPMENT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the ____ day of _____, 20___ between **PAPA JOHNS USA, INC.**, a Kentucky corporation ("PJUSA"), and _____, a _____ ("Lessee").

RECITALS:

A. PJUSA has agreed to purchase and lease to Lessee certain pizza ovens and other restaurant equipment as more fully described in Section 1 of this Lease.

B. Lessee desires to lease such equipment from PJUSA and PJUSA has agreed to do so, upon the terms and conditions of this Lease.

NOW THEREFORE, PJUSA and Lessee hereby agree as follows:

1. **Lease of Equipment; Upgrade Option**. PJUSA hereby leases to Lessee and Lessee hereby leases from PJUSA, the restaurant equipment (the "Equipment") identified on Schedule 1 attached hereto. Schedule 1 will not be completed on the commencement date of this Lease but only after the equipment is invoiced to PJUSA and shipped. Lessee acknowledges by initialing below that this Lease does not contain all of the Equipment information as of the commencement date and that certain Equipment information may be added to Schedule 1 at a later date.

Initial: _____ ***Date:*** _____

2. **Term**. The term of this Lease commences on the date hereof and continues until the last day of the 48th full calendar month after the date that the Restaurant (as defined in Section 3.a) opens for business (the "Term").

3. Rental Charges/Purchase Option.

a. Consideration, The consideration for the leasing of the Equipment to Lessee during the Term is the commitment of Lessee to open and continuously operate Papa John's pizza restaurant #_____ at _____ (the "Restaurant") under a Franchise Agreement with Papa John's Franchising, LLC ("PJF"), an affiliate of PJUSA. So long as Lessee meets the lease contingency set forth below and remains in full compliance with the terms of the Franchise Agreement, no monthly or annual payments shall be due for the use of the Equipment.

b. Purchase Option. If Lessee is in good standing with PJF at the end of the Term and the Restaurant is still open and operating pursuant to Franchise Agreement, Lessee may purchase the Equipment by paying $50 to PJUSA within 45 days of the expiration of the Term. If Lessee fails to meet any of the above criteria during the Term or after, the right of possession of the Equipment shall automatically revert to PJUSA.

c. Lease Contingency. This Lease is contingent upon the Restaurant being open for business on or before _____. If the Restaurant is not open for business on or before such date, PJUSA may revoke this Lease and, at PJUSA's option, require Lessee to either: (i) purchase the Equipment; or (ii) purchase a designated portion of the Equipment; or (iii) return the Equipment to PJUSA. The Restaurant must be open to the public and operating during normal business hours on normal business days to deemed "open for business" for purposes of this Lease. A promotional, token, or "soft" opening of a Restaurant followed by a closure for 48 hours or more does not constitute "open for business."

4. Delivery and Freight Costs; Installation. Lessee shall pay all costs of (a) transportation and freight charges for delivery of the Equipment to Lessee's designated location; and (b) providing a suitable site for installation of the Equipment and actual installation of the Equipment at Lessee's site, including without limitation: rigging; structural alteration; rental of installation tools or equipment; necessary electrical power; and HVAC equipment and installations.

5. Return of Equipment. Except for Equipment purchased by Lessee pursuant to this Agreement or otherwise agreed by PJUSA, within 10 days of termination or expiration of this Lease, Lessee shall, and its own cost and expense, prepare the Equipment for shipping and deliver the Equipment to PJUSA or its designated agent. In the event Lessee fails or refuses to do so, Lessee shall allow PJUSA or its agents access to the premises where the Equipment is located to take immediate possession. The Equipment shall be returned to PJUSA in substantially the same condition as received by Lessee, ordinary wear and tear excepted. Upon receipt of the Equipment, PJUSA will perform diagnostic testing to determine whether the Equipment in is good condition and working order reasonably suited for its normal use and operation. If the Equipment fails such diagnostic testing, Lessee shall pay to PJUSA a maintenance fee equal to the cost to PJUSA of returning the Equipment to good condition and working order.

6. Ownership; Location; Use. The Equipment shall at all times be and remain the sole and exclusive property of PJUSA. Lessee shall have no right or property interest in the

Equipment except for the right to possess and use the Equipment as provided in this Lease. The Equipment is and shall remain personal property even if installed in or attached to real property. Lessee shall at all times keep the Equipment free and clear from all claims, levies, liens and encumbrances. The Equipment shall be used solely for operation of the Restaurant and not for any other commercial, personal, family or household purposes. Lessee shall not make any alterations to the Equipment without the prior written consent of PJUSA.

7. **Repairs and Maintenance**. Lessee shall, at its own cost and expense, maintain the Equipment in good working order and make any and all repairs necessary to maintain the Equipment in good working order during the Term. Lessee shall follow the service procedures provided by the manufacturer of the Equipment.

8. **Risk of Loss; Insurance; Indemnification**. Lessee shall assume and bear the risk of loss or damage to the Equipment from the time the Equipment is delivered by PJUSA to a carrier for shipment to Lessee's designated location until returned to PJUSA. Throughout the Term and until possession of the Equipment is returned to PJUSA, Lessee shall keep the Equipment insured against all risks of loss in an amount not less than the replacement cost of the Equipment and PJUSA shall be listed as an additional insured and/or loss payee on such policy or policies of insurance. Lessee shall also carry general commercial liability insurance covering the Equipment and Lessee's use thereof, naming PJUSA as an additional insured thereunder. Lessee shall indemnify and defend PJUSA, together with its affiliates and their respective officers, directors, agents, employees and shareholders against, and hold each and all of them harmless from, all claims, liabilities, costs, damages and expenses arising from or related to Lessee's possession, use or operation of the Equipment, including without limitation, claims for damage to property or injury to persons. Lessee indemnification obligations hereunder shall survive the expiration or termination of this Lease.

9. **Condition of Equipment**. PJUSA warrants only that the Equipment, when delivered to Lessee's possession, will be free of all liens and encumbrances other than in connection with this Lease. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND PJUSA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Lessee agrees to look solely to the manufacturer for any warranty that may be offered. Lessee shall be responsible for reviewing and understanding any warranty that may be offered by the manufacturer and making any claims under such warranty directly with such manufacturer in accordance with the manufacturer warranty policies. Under no circumstances shall PJUSA be responsible or liable to Lessee or any other party for lost profits, or consequential or incidental damages, even if advised of the possibility thereof, and Lessee hereby waives any claim against PJUSA for any such losses or damages. Lessee shall be responsible for obtaining and maintaining any and all necessary or appropriate governmental approvals or permits for the installation and use of the Equipment, including ventilation.

10. **Assignment; Sublease**. Lessee shall have no right to assign this Lease or to sublease the Equipment without the prior written consent of PJUSA.

11. **Default**. Lessee shall be in default under this Lease if:

a. Lessee is declared in default of the Franchise Agreement or the lease for the Restaurant premises;

b. Any action is brought against Lessee causing the Equipment to be taken or encumbered;

c. Lessee dissolves or abandons its business, Lessee ceases to do business as a going concern, Lessee becomes insolvent, files a petition in bankruptcy, has a petition in bankruptcy filed against it which Lessee does not oppose, Lessee is adjudicated bankrupt or insolvent, Lessee makes an assignment for the benefit of creditors, or Lessee consents to the appointment of a receiver or trustee for all or any material portion of its assets;

d. Lessee fails to comply with any material term or provision of this Lease or to perform or fully discharge any of its duties or obligations hereunder.

12. **PJUSA Remedies**. In the event of default by Lessee, PJUSA shall be entitled to the following remedies, which shall be cumulative and not exclusive of any other remedies to which PJUSA may be entitled under applicable law, PJUSA or its designated agents or representatives may enter Lessee's site and repossess the Equipment or sue for a court ordered repossession and Lessee shall pay all costs and charges incurred by PJUSA in connection therewith, including without limitation, costs or charges incurred by PJUSA to recover the Equipment and return it to allocation chosen by PJUSA.

13. **Currency; Taxes**. All payments due to PJUSA hereunder shall be made in U.S. Dollars, and at PJUSA's election shall be paid by check, in immediately available funds, or via electronic funds transfer initiated by PJUSA, all without setoff or withholding by Lessee. Applicable sales or use tax will be billed to lessee as required by law.

14. **Governing Law**. This Lease shall be governed by and construed in accordance with, the laws of the Commonwealth of Kentucky, excluding its conflict of laws principles.

15. **Entire Agreement**. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes and prior written or contemporaneous oral agreement with respect thereto.

IN WITNESS WHEREOF, PJUSA and Lessee have executed this Lease as of the date first set forth above.

PAPA JOHN'S USA, INC.:

By: _____
(Signature)

_____
(Printed Name)

Title: _____

Date: _____

LESSEE:

_____
(Franchise Name)

By: _____
(Signature)

_____
(Printed Name)

Title: _____

Date: _____

SCHEDULE 1 – Equipment

Date: _____ Store # _____ Franchise: _____

Store Address: _____
City/State/Zip: _____

_____ Double Stack of Conveyor Ovens
Brand: _____; Model No. _____
Serial No. _____; Serial No. _____

_____ Hood with Integrated Ansul System (if required; furnished with hood by the manufacturer)
Manufacturer: _____

_____ Walk In Cooler, Serial No. _____

_____ Make line, Serial No. _____

_____ Under Counter Refrigerator, Serial No. _____

_____ Safe, Serial No. _____

_____ Menu Board

_____ Front Counter

_____ Laminate Package

_____ Stainless Steel Package:
- _____ Slap Table
- _____ Sauce Table
- _____ Drivers Table
- _____ Counter Table
- _____ Cut Table
- _____ Safe Table
- _____ Wall Panel
- _____ Can Rack/Prep Table

Sink Package (includes faucets):
- _____ Above Sink Storage
- _____ Dry Storage
- _____ Cooler Storage
- _____ Dunnage

PAPA JOHN'S

DEVELOPMENT AGREEMENT

EXHIBIT C

OVEN PAYMENT AGREEMENT

This **OVEN PAYMENT AGREEMENT** ("Agreement") is made and entered into as of the _____day of _____, 20___ by and between **PAPA JOHN'S USA, INC.** , a Kentucky corporation and ("Papa John's") and _____, a _____ _____ ("Franchisee").

RECITALS:

A. Franchisee is obligated to reimburse Papa John's for two Middleby-Marshall [insert model number] ovens, serial numbers _____ and _____ that were installed at Papa John's restaurant #_____, [address of restaurant] (the "Equipment"), totaling $_____.

B. Papa John's has agreed to accept monthly installments toward the payment of this debt, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, Franchisee and Papa John's hereby agree as follows:

1. Payment; Terms. Franchisee shall pay Papa John's the sum of $_____ (the "Debt") in monthly installments as follows: (a) twelve (12) equal installments of $_____ beginning _____, 201__ and continuing through _____, 201__; and (b) one (1) final payment of $_____. Each installment, including the final payment, shall be paid via electronic debit to Franchisee's designated bank account.

2. Default; Remedies. In the event of default in payment by Franchisee, Papa John's shall be entitled to the following remedies, which shall be cumulative and not exclusive of any other remedies to which PJUSA may be entitled under applicable law: (a) Papa John's or its designated agents or representatives may enter the site and repossess the Equipment; or (b) Papa John's may sue for a court ordered repossession; and in either case, Franchisee shall pay all costs and charges incurred by Papa John's in connection therewith, including without limitation, costs or charges incurred by Papa John's to recover the Equipment and return it to a location chosen by Papa John's.

3. Further Actions. Franchisee hereby agrees to execute and deliver such additional instruments and documents, and to take such additional actions, as may be reasonably required from time to time in order to effectuate the terms and provisions of this Agreement, including without limitation, executing and delivering to Papa John's one or more financing statements or other security instruments.

4. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with respect to subject matter hereof and supersedes any prior written or contemporaneous oral agreement with respect thereto.

IN WITNESS WHEREOF, Papa John's and Franchisee have executed and delivered this Agreement as of the date first set forth above.

PAPA JOHN'S USA, INC

By:_____

Title:_____

_____

By:_____

Title:_____

EXHIBIT F

AUTHORIZATION FOR AUTOMATIC WITHDRAWAL

Better Ingredients.
Better Pizza.

AUTHORIZATION TO HONOR DEBITS BY AND PAYABLE TO THE FOLLOWING PAYEES

	BANK NAME	ACCOUNT #	ABA ROUTING #
X PAPA JOHN'S USA, INC	_____	_____	_____

Affiliates/Additional Payees:

Papa John's International, Inc.	
Papa John's Marketing Fund, Inc.	Capital Delivery LTD
Preferred Marketing Solutions	DMA Fund
PJ Food Service, Inc.	Papa Card, Inc.

1. Bank Account in Name of: _____

- **ATTACH TO THIS SHEET ONE VOIDED CHECK FOR THE ABOVE ACCOUNT.**

2. Store Location: _____ Store # _____
and future store locations for the above franchisee unless a separate bank account is identified and authorized

3. Payor Contact: _____

Address: _____

Phone #: _____

TO THE BANK DESIGNATED:

- You are hereby requested and authorized to honor and to charge to the foregoing account, checks and electronic debits (collectively, "debits") drawn on such account which are payable to any of the above named Payees. It is agreed that rights with respect to each such debit shall be the same as if it bore a signature authorized for such account. It is further agreed that if any such debit is not honored, whether with or without cause, you shall be under no liability whatsoever. This authorization shall continue in force until revocation in writing is received by you.

TO EACH ABOVE-NAMED PAYEE AND THE BANK DESIGNATED:

The Payor agrees, with respect to any action taken pursuant to the above authorization:

1. To indemnify the Bank and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Bank in the regular course of business for the purpose of payment, including any costs or expenses reasonably in collection therewith.
2. To indemnify and hold harmless Payee and the Bank for any liability, claim, loss or damage arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.
3. To defend at Payor's own cost and expense any action which might be brought by any depositor or any other persons because of any actions taken by the Bank or Payee pursuant to the foregoing request and authorization, or in any manner arising by reason of the Bank's or Payee's participation therein.

DATE: __/___/___ _____
Name of Franchisee/Payor (please print)

By _____
SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE

BE SURE ALL INFORMATION BLANKS ABOVE ARE COMPLETED. If you have any questions, please call John Voller at 502-261-4497

EXHIBIT G

CHEESE PURCHASE AGREEMENT

CHEESE PURCHASE AGREEMENT

THIS CHEESE PURCHASE AGREEMENT ("Agreement") is made and entered into effective as of _____, 20___ (the "Effective Date"), by and between **PJ Food Service, Inc.**, a Kentucky corporation ("PJFS"), and **the undersigned franchisee** ("Buyer"). Papa John's International, Inc. ("PJI") and Papa John's Franchising LLC ("PJF") join in this Agreement for purposes of acknowledging and agreeing to its provisions.

A. PJFS is engaged in the business of warehousing and distributing cheese and other products to operators of "Papa John's" pizza restaurants in the contiguous 48 states of the U.S. and has the capability of providing a stable source of cheese at relatively stable prices to Papa John' s franchisees who commit to purchase their cheese requirements from PJFS on a long-term basis.

B. Reducing the volatility of cheese prices charged to Papa John's franchisees by PJFS involves buying cheese at the weekly spot market and reselling it to PJFS at a fixed periodic price, which in turn sells the cheese to Papa John's franchisees at a fixed periodic price.

C. PJFS has incurred surpluses and deficits over time by selling cheese to the Papa John's restaurant system at prices differing from the actual market price for cheese, based on the cheese price formula in effect from time to time.

D. In order to maintain the cheese purchasing program for the ongoing benefit of the domestic Papa John's restaurant system (administered either through a separate entity, or as a separate accounting ledger within PJFS, at the discretion of PJI), and to reduce the complexity of financial reporting for PJI, the parties desire to enter into this agreement governing the purchase and sale of cheese between the parties.

NOW THEREFORE, in consideration of the above premises and the mutual covenants set forth herein, the parties hereby agree as follows:

1. Definitions. In addition to other term s defined elsewhere in this Agreement the following definitions apply:

1.1. The term "**Accumulated Cheese Purchase Liability**" means the cumulative dollar amount of sales of cheese at the Product Price to all buyers under this form of Agreement and to PJI and its affiliates, less the sum of (i) the dollar amount of cumulative purchases of cheese by PJFS under the Agreement and (ii) cumulative administrative costs, interest and dividends accrued, if such difference produces a negative number as the result.

1.2. The term "**Accumulated Cheese Purchase Receivable**" means the cumulative dollar amount of sales of cheese to all buyers under this form of Agreement, less the sum of (i) the cumulative purchases of cheese by PJFS under the Agreement and (ii) cumulative administrative costs, interest and dividends accrued, if such difference produces a positive number as the result.

1.3 For purposes of Sections 1.1 and 1.2, the following terms have the following meanings: "Administrative costs" means routine administrative costs needed to operate the cheese-purchasing Program, consistent with past practices followed in administering the Program.

"Interest" means any interest costs for carrying the amount of the Accumulated Cheese Purchase Liability or Surplus, as the case may be from time to time, based on PJI's prevailing interest rate on corporate borrowings in effect from time to time.

1.4. The parties acknowledge that the cheese-purchasing program may be administered through an independent entity or through PJFS as a separate accounting ledger entry system. Accordingly, the term "**Cheese-Purchasing Program**" herein means the cheese- purchasing program administered in either fashion.

1.5. The term "**Period**" means the four- or five-week fiscal month corresponding to the fiscal calendar of PJI.

1.6. The term "**Product**" means mozzarella cheese meeting the standards and specifications of PJI and PJF (as the franchisor of Papa John's pizza restaurants) and intended for use in domestic Papa John's pizza restaurants as a base ingredient of standard regularly offered pizzas. For avoidance of doubt, Product does not mean or include specialty cheeses (even if made from mozzarella or consisting of mozzarella) that are intended for use only on specified specialty pizzas, limited-time offers or in or on products other than regular menu pizzas and side items such as cheesesticks.

1.7. The term "**Restaurants**" shall mean at any relevant time the domestic Papa John's pizza restaurants then operated by Buyer.

2. Purchase and Sale; Exclusivity. Subject to the terms and conditions of this Agreement, Buyer agrees to purchase from PJFS, and PJFS agrees to sell to Buyer, the Product in reasonable commercial quantities as ordered by Buyer from time to time during the Term, in order to satisfy all of Buyer's requirements for Product at all of its Restaurants. Buyer shall place orders for the Product on a regular basis consistent with common practice and in accordance with Buyer's good-faith estimates of its reasonable needs. All such purchases shall be for the purpose of meeting Product needs in Buyer's Restaurants, and Buyer shall not resell any Product to any other party, other than incidental sales of the Product for use in restaurants operated by other Papa John's Pizza operators, without the prior written consent of PJFS. Except as otherwise provided in this Agreement, during the Term Buyer shall not purchase or acquire, directly or indirectly,any Product from any party other than PJFS.

3. Conditional Purchase Commitment. Notwithstanding the provisions of Section 2, Buyer may, but has no obligation to, purchase the Product from PJFS during any Period immediately following a Period during which an Accumulated Cheese Purchase Receivable position is reported. If an Accumulated Cheese Purchase Liability position is thereafter incurred, in any Period, Buyer's obligation to purchase the Product from PJFS hereunder with respect to Restaurants then subject to this Agreement resumes during the next immediately following Period, and continue unless and until an Accumulated Cheese Purchase Receivable position is again reported, as provided above. For purposes of this Section 3, the determination whether an Accumulated Cheese Purchase Receivable position or an Accumulated Cheese Purchase Liability position exists shall be made as of the end of the subject Period, in accordance with normal accounting principles of PJFS, and communicated to the Papa John's system during the next following Period. During any Period in which Buyer has no purchase obligation as provided above, Buyer may purchase or otherwise acquire the Product from a source other than PJFS,

provided the alternative supplier has been approved under the normal supplier approval policies and standards maintained from time to time by PJFS, PJI and PJF.

4. Price; Payment Terms.

4.1. Price. The price of the Product at the time of purchase by the Buyer pursuant to this Agreement (the "Product Price") will be the price established for each fiscal Period determined in accordance with the formula matrix published and distributed to participating Papa John's franchisees by PJFS on a monthly basis. PJFS will determine the Product Price according to a pricing formula (the "Price Formula") based on the following parameters:

(i) The Product Price will remain fixed throughout the applicable fiscal Period, even if the Product Price established for the Period varies from the market price at which PJFS purchases the Product;

(ii) If the market price of the Product at which PJFS purchases the Product falls during a Period, the Cheese Program will build a surplus because PJFS will continue to sell the Product to Cheese Program participants at the established Product Price for the remainder of the Period, even though the established Product Price is above the market price at which PJFS purchases cheese. In that case, PJFS will establish the price of Product for the subsequent Period at a level designed to draw down the surplus.

(iii) If the market price of the Product at which PJFS purchases the Product rises during a Period,. the Cheese Program will incur a deficit because PJFS will continue to sell cheese at the established Product Price for the remainder of the Period, even though the established Product Price is below the market price at which PJFS purchases the Product. In that case, PJFS will establish the price of Product for the subsequent Period at a level designed to reduce or retire the deficit.

(iv) Buyer acknowledges that the Product Price established by the Price Formula will differ from the market price for the Product. However, over the long term, the amount that Cheese Program participants pay for the Product will approximate the actual market price of the Product, and Cheese Program deficits and surpluses will balance to zero. The Product Price may differ from the market price in the short term but will not vary over the course of a fiscal Period.

4.2. Buyer Liability . Buyer acknowledges that any future Product Price established under the Cheese-Purchasing Program pursuant to this Agreement at a level less than the then-current market price will constitute or create an Accumulated Cheese Purchase Liability, as defined in Section 1.1, and a potential liability for Buyer in the form of a Liability Repayment, as defined below in Section 5.4. Buyer shall repay such liability in two ways: (a) Buyer's payment of a Product Price that from time to time includes a premium over the market price, in accordance with the Price Formula; and (b) if applicable, Buyer's payment of the Liability Repayment, as provided in Section 5.4 of this Agreement.

4.3. Buyer Receivable. Buyer acknowledges that any future Product Price established under the Cheese-Purchasing Program pursuant to this Agreement at a level more than the then-current market price will constitute or create an Accumulated Cheese Purchase Receivable, as defined in

Section 1.2, and a potential receivable for Buyer in the form of a Receivable Refund, as defined below in Section 5.5. Buyer can recoup such a receivable as the Buyer's payment of a Product Price from time to time includes a reduction from the market price, in accordance with Price Formula. See Section 5.5 regarding the resolution of an Accumulated Cheese Purchased Receivable in the case of termination of the Agreement.

4.4. Payment Terms. All sales of the Product shall be subject to PJFS's standard payment terms and conditions in effect from time to time.

4.5. Audits. Buyer or a representative of Buyer shall have the right at Buyer's expense to audit PJFS's books and records relating to (a) the determination of the Product Price by application of the Price Formula, including but not limited to the calculation of an Accumulated Cheese Purchase Liability or Accumulated Cheese Purchase Receivable, if any, and (b) the calculation of a Liability Repayment or Receivable Refund, if any. Any such audit shall be conducted during regular business hours at PJFS's offices upon at least ten (10) days' advance written notice. If such audit discloses that Buyer (i) has paid more for the Product than required under this Agreement, or (ii) has been assessed a Liability Repayment greater than required under this Agreement, or has been paid or credited with a Receivable Refund less than required under this Agreement, PJFS shall promptly refund any such overpayment, or pay any such underpayment, to Buyer. If any such overpayment or underpayment exceeds five percent (5%) of the amount so paid by or due to Buyer, as the case may be, then PJFS shall also pay for the cost of the audit. If any such audit involves disclosure of confidential or proprietary information, including but not limited to information subject to protection under PJFS's agreement with its cheese supplier, Buyer and any representative of Buyer shall execute and deliver such confidentiality and nondisclosure agreements with respect to such information as PJFS may reasonably require.

5. Term; Termination.

5.1. Initial Term; Renewals. The term of this Agreement commences on the Effective Date and continues for a term expiring at the next Period-end following the expiration of three years after the Effective Date (the "Initial Term"). Thereafter, this Agreement automatically renews for successive terms of twelve (12) Periods (each a "Renewal Term"), unless sooner terminated as provided in this Section 5. When used in this Agreement, the word "Term" means the Initial Term and each Renewal Term, if any.

5.2. Termination by PJFS. This Agreement may be terminated by PJFS (a) effective thirty (30) days following Buyer's failure to cure a material breach of this Agreement following notice of breach by PJFS, and (b) at any time upon notice of termination delivered to Buyer at least ninety (90) days prior to the effective date of such termination, with such termination effective as of the end of the next subsequent Period in which the Cheese-Purchasing Program ends in an Accumulated Cheese Purchase Receivable Position. If the Agreement is terminated by PJFS, Buyer will be eligible to receive a payment with respect to any Accumulated Cheese Purchase Receivable, as provided in Section 5.5, subject to any offsets arising out of Buyer's payment obligations to PJI or its affiliates and subsidiaries.

5.3. Termination by Buyer. Buyer may terminate this Agreement with respect to one or more Restaurants (a) effective thirty (30) days following PJFS's failure to cure a material breach of this Agreement following notice of breach by Buyer; (b) effective at the end of the Initial Term or any

Renewal Term, upon notice of termination delivered to PJFS at least ninety (90) days prior to the effective date of such termination; or (c) effective at the end of the complete Period next following delivery to PJFS of a notice of termination.

5.4. Purchased Cheese Liability . In the event of any termination of this Agreement with respect to one or more Restaurants, if the Cheese-Purchasing Program is in an Accumulated Cheese Purchase Liability position at the effective date of such termination, Buyer shall pay to PJFS an amount equivalent to Buyer's share of the Accumulated Cheese Purchase Liability position as of the termination date (a "Liability Repayment"), with such amount to be applied to reduce the Accumulated Cheese Purchase Liability. The Liability Repayment shall be equal to (i) the dollar amount of Buyer's aggregate purchases of the Product during the year ending on the termination date *divided by* (ii) the dollar amount of the aggregate purchases of the Product by the entire domestic Papa John's system during the year ending on the termination date, with the quotient *multiplied by* (iii) the dollar amount of the Accumulated Cheese Purchase Liability position as of the termination date. The Liability Repayment will be due and payable within thirty (30) calendar days following the termination date, unless Buyer elects to pay such amount in equal monthly installments over a 12-month period following the termination date, including pro rata interest equal to the borrowing cost charged to PJI. In the event of any termination of this Agreement with respect to fewer than all of Buyer's Restaurants, the Liability Repayment will be calculated as the pro rata share applicable to the subject Restaurants.

For purposes of illustrating the calculation of the Liability Repayment as of a termination date, if (i) Buyer purchased $50,000 of Product for its one Restaurant during the preceding year, and (ii) total purchases of Product for the preceding year by the entire domestic Papa John's system equaled $145,000,000, and (iii) as of the termination date the Accumulated Cheese Repurchase Liability equaled $5,000,000, the Liability Repayment would be $1,724.14 ($50,000/$145,000,000 = 0.0003 * $5,000,000 = $1,724.14).

5.5. Purchased Cheese Receivable. In the event of termination of this Agreement by PJFS, if an Accumulated Cheese Purchase Receivable position exists at the effective date of such termination, Buyer shall receive from PJFS an amount equivalent to Buyer's ratable share of the Accumulated Cheese Purchase Receivable position as of the termination date (a "Receivable Refund"). The Receivable Refund shall be equal to (i) the dollar amount of Buyer's aggregate purchases of the Product during the year ending on the termination date *divided by* (ii) the dollar amount of the aggregate purchases of the Product by the entire domestic Papa John's system during the year ending on the termination date, with the quotient *multiplied by* (iii) the dollar amount of the Accumulated Cheese Purchase Receivable position as of the termination date. The Receivable Refund will be due and payable within thirty (30) calendar days following the termination date.

For purposes of illustrating the calculation of the Receivable Refund as of a termination date, if (i) Buyer purchased $50,000 of Product for its one Restaurant during the preceding year, and (ii) total purchases of Product for the preceding year by the entire domestic Papa John's system equaled $145,000,000, and (iii) as of the termination date the Accumulated Cheese Repurchase Receivable equaled $5,000,000, the Receivable Refund would be $1,724.14 ($50,000/$145,000,000 = 0.0003 * $5,000,000 = $1,724.14).

If the Agreement is terminated by the Buyer, and the Cheese-Purchasing Program is in an Accumulated Cheese Purchase Receivable position at the effective date of such termination, Buyer

will not be entitled to receive any Receivable Refund or other payment from PJFS with respect to any Accumulated Cheese Purchase Receivable.

5.6. Cheese-Purchasing Program Re-entry. If the Buyer terminates this Agreement with respect to one or more Restaurants and later requests re-entry into the Cheese-Purchasing Program with respect to one or more of such Restaurants, Buyer will be obligated to execute and deliver a new Cheese Purchase Agreement in substantially the form of this Agreement, along with an agreement addendum setting forth the following provisions: (i) Buyer will not benefit from any Accumulated Cheese Purchase Receivable existing at the time of Buyer's re-entry into the Cheese-Purchasing Program; and (ii) Buyer will be accountable for the pro-rata portion of any Accumulated Cheese Purchase Liability existing at the time of Buyer's re-entry into the Cheese-Purchasing Program.

6. Force Majeure. PJFS shall not be liable to Buyer for failure to supply the Product, and Buyer will not be liable to PJFS for failure to purchase the Product, under this Agreement if such failure arises because of: (a) fires, floods, the elements, Acts of God; (b) wars (declared or undeclared), rebellions or revolutions in any country, or acts of terrorism; (c) strikes, lock-outs or other labor difficulties; (d) acts, rulings, regulations, decisions or requirements of any tribunal or government agency, board or official; (e) Product shortages or recalls; or (f) any other cause, whether similar or dissimilar to those enumerated herein, beyond the reasonable control of PJFS or Buyer, as the case may be.

7. Relationship of the Parties. The relationship between PJFS and Buyer hereunder is that of vendor and purchaser only. Nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever and neither party shall have authority to act for or on behalf of the other in any matter.

8. PJI Purchases. PJI and its affiliates will participate in the Cheese-Purchasing Program on the same basis as Buyer with respect to all domestic Papa John's Pizza restaurants operated by PJI and its affiliates.

9. Miscellaneous Provisions.

9.1. Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding of the parties regarding its subject matter, and supersedes all prior or contemporaneous written or oral negotiations and agreements between them regarding its subject matter. This Agreement may be amended only in writing, signed by Buyer and PJFS.

9.2. Assignability. Buyer may not assign, by operation of law, merger or otherwise, license, sublicense or otherwise transfer any of its rights or obligations under this Agreement to any other person or entity without obtaining the prior written consent of PJFS. Buyer agrees that it will not sell or otherwise transfer assets except as provided in the Franchise Agreement for each Restaurant. In the event of any proposed sale of the assets of one or more Restaurants, or the proposed sale or transfer of a majority of the ownership of Buyer, Buyer will notify PJFS of the proposed transaction and the identity of the purchaser or successor at least fifteen (15) days before the proposed closing date. If the proposed purchaser or successor is or will be a customer of PJFS, Buyer will either (a) make the assumption of this Agreement by the purchaser a condition precedent to consummating the transaction,

by inclusion in transfer documentation between Buyer and the purchaser or successor of substantially the following: "[Purchaser or successor] hereby assumes [Buyer]'s rights and obligations under that certain Cheese Purchase Agreement between [Buyer] and PJ Food Service dated [Effective Date under this Agreement]," or (b) cause the payment at the time of the transfer of any Liability Repayment due under Section 5.4.

9.3. Governing Law; Venue. This Agreement, and the parties' respective rights hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky, excluding Kentucky's conflicts of laws principles. Any action to enforce this Agreement shall be brought only in a federal or state court with jurisdiction over the matter and located in Jefferson County, Kentucky.

9.4. Waiver. No waiver by any party of any of the provisions of this Agreement will be deemed, or will constitute, a waiver of any other provision, whether similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

9.5. Captions. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning and construction of any provision hereof.

9.6 Binding Effect of Agreement. Except as provided in Section 8.2, this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

9.7. Notices. The term "notice" as used in this Agreement will mean written notice, except where specifically provided otherwise. Notice will be delivered by (i) certified mail, return receipt requested (or the equivalent), (ii) facsimile with receipt electronically verified, (iii) overnight courier service which provides a delivery receipt, or (iv) by an electronic mail message with receipt electronically verified, to the following addresses or to such other address or person as a party may specify by notice given in accordance with this Section 8.7:

If to Buyer:
Address maintained in PJF's's records pursuant to a Franchise Agreement

If to PJFS:
Treasurer
PJ Food Service, Inc.
2002 Papa John's Boulevard
Louisville, Kentucky 40299

With a copy to:
General Counsel
Papa John's International, Inc.
2002 Papa John's Boulevard
Louisville, Kentucky 40299

9.8. No Effect on Franchise Agreement. No provision of this Agreement shall be deemed to modify any obligation of Buyer or PJ I under any Franchise Agreement between Buyer and PJI or any affiliate of PJI.

9.9. Counterparts. This Agreement may be executed by the parties in one or more counterparts that collectively will constitute one fully executed agreement.

CONFIDENTIAL - For Designated Recipients Only

SIGNATURE PAGE TO CHEESE PURCHASE AGREEMENT EFFECTIVE DEC. 27, 2010

IN WITNESS WHEREOF, Buyer, PJFS and BIBP, by their duly authorized officers, have executed this Cheese Purchase Agreement as of the Effective Date.

Buyer(s): _____

Signature: _____

Title: _____

PJFS: **PJ FOOD SERVICE, INC.**

By: R. Shane Hutchins
Senior Vice President

Please print a copy of this signature page and attach it to your agreement for your records

EXHIBIT H

ADVERTISING AGREEMENT

ADVERTISING AGREEMENT

THIS ADVERTISING AGREEMENT is made and entered into as of the _____ day of _____, 2022, by and between **PAPA JOHN'S MARKETING FUND, INC.**, a Kentucky nonstock, non-profit corporation ("Marketing Fund"), and _____, a _____ ("you").

RECITALS:

A. You have entered into, or desire to enter into or accept assignment of one or more Papa John's Franchise Agreement(s) (the "Franchise Agreement(s)") with Papa John's Franchising, LLC, a Kentucky limited liability company ("Papa John's"), for a Papa John's restaurant.

B. It is a condition to obtaining a Papa John's franchise that you enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definition of You and Membership in Marketing Fund.

(a) You Defined. If one person, corporation, limited liability company or partnership signs this Agreement, then such person, corporation, limited liability company or partnership is referred to as "you" for each Papa John's restaurant owned by such person, corporation, limited liability company or partnership or in which such person, corporation, limited liability company or partnership has a 50% or majority interest, directly or indirectly. If more than one person is named or included as "you" then the term "you" means all such persons collectively for each Papa John's restaurant that they collectively own or in which they collectively have a 50% or majority interest, directly or indirectly, but also means each such person individually for all Papa

John's restaurants that such person individually owns or in which such person individually has a 50% or majority interest, directly or indirectly.

(b) Membership. You hereby acknowledge and affirm your membership in the Marketing Fund for all Papa John's restaurants (now existing or hereafter established) that are, directly or indirectly, owned by you or in which you have or obtain a 50% or majority interest, and you agree to remain a member in good standing of the Marketing Fund so long as you retain any such ownership or interest. Such restaurants are referred to as "Controlled Restaurants." As a member of the Marketing Fund, you are bound by the Articles of Incorporation and By-Laws of the Marketing Fund and any rules and regulations of the Marketing Fund imposed upon its members, as adopted and amended from time to time, even though such amendments and rules may increase or change your obligations under this Agreement. You will be provided copies of the Articles of Incorporation and By-Laws of the Marketing Fund upon written request.

2. Obligation to Make Contributions for Controlled Restaurants.

(a) Contributions. You shall make such payments to the Marketing Fund as membership in the Marketing Fund requires from time to time. Each month's payment shall be based on the contribution rate that is in effect during that month. You understand and agree that the contribution rate is subject to change (both increases and decreases) from time to time by the Board of Directors of the Marketing Fund (the "Board") or by a vote of the members of the Marketing Fund, in accordance with this Agreement and the By-Laws. As used in this Agreement, the term "sales" shall be the same amount on which you compute your monthly royalty payments to Papa John's.

(b) Time for Payments; Payments. You shall report your sales and make your contribution for each month to the Marketing Fund in the manner and on such dates as may be specified from time to time in the By-Laws or as the Board may direct. At the same time you sign the Franchise Agreement you agree to execute and deliver to Papa John's and the Marketing Fund and your bank all forms and documents that may be required to permit the Marketing Fund (or Papa

John's acting on behalf of the Marketing Fund) to debit your checking account (either by check or electronically) the amount of each month's contribution. The contribution will be debited on the 10th of each month (or such other date as the By-Laws may specify), or if such day falls on a weekend or bank holiday, then on the next business day. You shall report your sales for the immediately preceding month to the Marketing Fund by telephone or in writing on or before the 7th day of each month (or such other date as the By-Laws may specify). Such reporting shall be in addition to the other reporting requirements under this Agreement and the By-Laws. Papa John's may also provide information relating to your sales to the Marketing Fund.

(c) Failure to Report Sales. If you fail to report the sales of any Controlled Restaurant on a timely basis, the Marketing Fund may estimate the sales of the Restaurant for such month and debit your checking account the amount of the contribution based on such estimate. If an estimate results in an overpayment, the Marketing Fund shall deduct the amount of the overpayment from the next month's contribution. Any deficiency resulting from such estimate may be added to the next contribution payment due. You shall notify the Marketing Fund at least 15 days prior to closing or making any material change to the account against which such debits are to be made. If such account is closed or ceases to be used, you shall immediately provide all documents and information necessary to permit the Marketing Fund to debit the amounts due from an alternative account. You acknowledge that these requirements are only a method to facilitate prompt and timely payment of amounts due and shall not affect any obligation or liability of the parties for amounts owed. If for any reason your account cannot be debited, you shall submit your payments by check on or before the dates when due. You shall indemnify and hold the Marketing Fund harmless from and against all damages, losses, costs and expenses resulting from any dishonored debit against your account, regardless whether resulting from your act or omission or the act or omission of your bank. Any amounts not paid when due may accrue interest as provided in the By-Laws.

(d) Monthly Reports. You shall submit to the Marketing Fund a profit and loss statement for the prior month together with such other reports and information as the Board may reasonably require from time to time. Such statement, reports and information shall be submitted no later than the 15th day of each month.

(e) Audits and Inspections. The Marketing Fund may audit or inspect your books and records at reasonable times. If any audit of such books and records made by Papa John's or by the Marketing Fund (or by their respective agents) discloses an understatement of sales for any period of time or an understatement of the amounts to be contributed to the Marketing Fund under Section 2.(a), above, then within 10 days of the date the understatement is determined you must contribute to the Marketing Fund the entire amount of all contributions determined to be due, plus interest as provided in the By-Laws. If such an audit discloses an overpayment, then you shall be entitled to deduct the amount of such overpayment from the amounts next due the Marketing Fund.

3. Expenditures by the Marketing Fund. The Marketing Fund agrees that all amounts contributed to it by you will be expended solely for the purposes set forth in its Articles of Incorporation and By-Laws as amended from time to time.

4. Term of Agreement. The term of this Agreement ("Term") shall begin on the date of this Agreement and shall remain in effect for such period of time as the Franchise Agreement for any Controlled Restaurant remains in effect and for all renewals and extensions thereof agreed to by Papa John's; provided that the expiration or termination of the franchises for all Controlled Restaurants automatically causes termination of this Agreement, but such termination shall not affect any of your accrued obligations.

5. Binding Effect. You may not assign this Agreement unless you propose to transfer all Controlled Restaurants to a third party and Papa John's consents to such transfer. Subject to the foregoing, this Agreement shall be binding upon any of your successors or assigns and shall inure to the benefit of their respective successors or assigns; provided that no assignment by you shall release that person or any other person defined as you herein from any accrued obligations under this Agreement without the Marketing Fund's prior written consent.

6. Franchise Agreement. Your obligations under this Agreement and under the Marketing Fund's Articles and By-Laws, and any rules or resolutions adopted by the Board, are in addition to your obligations under your Franchise Agreement. In the event of any conflict between

this Agreement and the Franchise Agreement, the terms of the Franchise Agreement govern and control.

7. Use of Advertising Materials. No advertising or promotional materials provided to you by the Marketing Fund may be used in any form other than as expressly provided and may not be altered or modified in any way, except with the prior written consent of the Marketing Fund, and such materials may be used only during those periods designated by the Marketing Fund. You shall indemnify and hold the Marketing Fund harmless from any and all loss, cost, liability or expense incurred by the Marketing Fund by reason of your breach of this Section 7.

8. Waiver. No failure, refusal, delay or neglect of the Marketing Fund to exercise any right hereunder or to insist upon strict compliance with or performance of your obligations under this Agreement will constitute a waiver by the Marketing Fund of its right at any time to require full and complete compliance with any and all provisions hereof, and no waiver by the Marketing Fund of any breach, failure or default in performance by you under this Agreement will constitute a waiver by the Marketing Fund of any subsequent breach, failure or default.

9. Governing Law, Jurisdiction and Venue.

(a) Governing Law. This Agreement shall be interpreted and construed under the laws of Kentucky, which laws shall prevail in the event of any conflict of law. In the event of any conflict or inconsistency between the terms of this Agreement and the By-Laws, the By-Laws shall prevail.

(b) Jurisdiction; Waiver of Defenses. The parties agree that any action, claim, suit or proceeding arising under this Agreement or concerning the interpretation of this Agreement shall be brought in a court of proper subject matter jurisdiction located in Jefferson County, Kentucky. You irrevocably consent and submit to personal jurisdiction and venue in and by the state and federal courts within Jefferson County, Kentucky and agree that you may be served with process in any such action in accordance with the terms of the notice provision of this Agreement. You

waive all defenses of personal jurisdiction, venue and forum non-convenience for the purpose of carrying out this provision.

(c) Non-Exclusive Rights. No right or remedy conferred upon or reserved to the Marketing Fund by this Agreement is intended to be, and shall not be deemed, exclusive of any other right or remedy herein or provided or permitted by law or equity, but each shall be cumulative of every other right or remedy.

(d) Costs, Expenses and Attorneys' Fees. Except as provided in Section 7, each party shall pay its own costs, expenses and attorneys' fees in any action, claim, suit or proceeding arising out of this Agreement.

10. Notices. All notices, requests, consents, demands and other communications required or permitted to be given or made under this Agreement must be in writing and shall be deemed to have been duly given: (a) on the date of personal delivery; (b) three business days after the date of deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested; or (c) one business day after the date of delivery to an internationally recognized overnight courier service; in each case addressed as follows or to such other person or address as either party shall designate by notice to the other party in accordance herewith:

If to Marketing Fund:

By Mail:
P.O. Box 99900
Louisville, Kentucky 40269-0900
Attn: Executive Director

By Personal Delivery or Courier:
2002 Papa John's Boulevard
Louisville, Kentucky 40299-2367
Attn: Executive Director

If to You:

_____
_____
Attn: _____

11. Gender and Number. Wherever a pronoun is used herein, such usage shall in appropriate cases include both singular and plural, masculine, feminine and neuter and shall include corporations or other legal entities as well as individuals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

PAPA JOHN'S MARKETING FUND, INC.

By: _____
Title: _____
("Marketing Fund")

_____

By: _____
Title: _____
("You")

EXHIBIT I

OPERATING MANUAL

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Table of Contents

This is Papa John's Operations Manual containing proprietary and confidential information related to our business. This Manual and all the information contained in the Manual are the property of Papa John's International, Inc. and may not be reproduced, disclosed, revealed, or used in any way except for internal training purposes by authorized users or with the prior written consent of Papa John's International, Inc.

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EXHIBIT J

COOPERATIVE BY-LAWS

BY-LAWS

OF

PAPA JOHNS _____ DMA COOPERATIVE

Effective _____

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BY-LAWS

OF

COOPERATIVE

ARTICLE I: PURPOSE

1. **Name; Cooperative Area.** The name of this marketing cooperative shall be Papa Johns _____ DMA Cooperative (the "Cooperative"). Until changed by Papa John's Franchising, LLC ("Franchisor") as provided in the Papa John's Franchise Agreement, the geographic area in which the Cooperative shall conduct advertising, marketing and promotional efforts for and on behalf of full-service Papa John's pizza restaurants ("Restaurants") is the _____, _____ Designated Marketing Area (the "Market Area").

2. **Purposes.** The purpose of the Cooperative is to conduct advertising and marketing, research, promotions and other related activities for the general benefit of Restaurants operated by the members within the Market Area, all in accordance with and in conformity to the terms and conditions of the Papa John's Franchise Agreement. The terms of the Papa John's Franchise Agreement applicable to the activities of Cooperatives are incorporated into these By-Laws. The purposes may be amended or expanded from time to time: unilaterally by Franchisor; or by the members, subject to prior written approval of Franchisor.

ARTICLE II: MEMBERS OF THE COOPERATIVE

1. **Membership.** Subject to the power of the Franchisor to grant to any franchisee an exemption from the requirement of membership in the Cooperative, as provided in the Papa John's Franchise Agreement, the members of the Cooperative shall consist of all persons or entities that now or hereafter operate Restaurants located anywhere within the Market Area under a validly existing franchise agreement with Franchisor (or its successor or assignee). Non-Traditional Papa John's restaurants may be required to contribute to the Cooperative pursuant to the terms of their respective Papa John's franchise agreements but Non-Traditional restaurants are not voting members of the Cooperative. Franchisor (including its affiliates) shall also be a member if it operates or acquires one or more Restaurants in the Market Area. Membership for all persons and entities operating Restaurants anywhere in the Market Area shall commence on the date specified by Franchisor. In addition, after these By-Laws are approved and adopted, membership shall automatically commence when a person or entity opens a new Restaurant or acquires an existing Restaurant anywhere in the Market Area. Upon commencement of membership, each such entity and person shall be bound by these By-Laws. The transfer of a Restaurant by a member shall automatically result in the transferee being a member of Cooperative and being subject to the terms and provisions of these By-Laws.

2. **Multiple Franchises.** No franchisee shall be entitled to more than one (1) membership in the Cooperative, regardless of the number of Restaurants franchised or licensed to such franchisee. Any franchisee that owns, or is otherwise entitled, directly or indirectly, to vote or control more than 50% in the aggregate of the outstanding voting rights of another franchisee and

the franchisee so owned or controlled shall together be deemed to be a single franchisee and entitled to only one (1) membership in the Cooperative.

3. Contributions of Members.

A. Every member shall contribute monthly to the Cooperative the percentage of net sales designated by a majority of the votes of the members, as such percentage may be changed from time to time, subject to the limitations provided in Article III, Section 5. The term "net sales" means the same amount upon which the members' royalty payments to Franchisor are determined. The Cooperative may from time to time determine contributions on a different basis (fixed amount, geographic location, etc.), subject to prior written approval from Franchisor. Each month's contribution shall be paid on or before the 11th day of each month following the close of the preceding fiscal Period under the Papa John's Franchise Agreement. Notwithstanding the foregoing, the period for which each contribution is to be made and the due date may be changed or amended as required from time to time by Franchisor or the members. A finance charge of the lower of 12% (1% per month) per annum or the maximum amount permitted by law will be applied to any balance outstanding after thirty (30) days of the due date.

4. **Members in Good Standing**. Every member who continues to be a franchisee of Franchisor who: (A) is not in default to the Cooperative on its required contributions for any Restaurant; and (B) is not in default to the Cooperative on any other obligation for a period in excess of thirty (30) days; shall be a member in good standing. Any member who ceases to be a franchisee of Franchisor or to own Restaurants in the Market Area shall thereupon cease to be a member of the Cooperative, but shall remain liable to the Cooperative for any obligation accrued at the time such membership ceased.

5. **Members Not in Good Standing.** Any member who is in default on any obligation of any kind to the Cooperative for a period in excess of thirty (30) days shall cease to be a member in good standing and as such shall automatically lose all voting rights. Any member that is in default for more than sixty (60) days shall automatically lose all rights and privileges of a member, including, without limitation, the right to attend meetings or receive notices thereof until such member's default is cured, at which time such member will be automatically reinstated as a member in good standing. Members not in good standing shall continue to be obligated to pay the contributions provided for in accordance with the Papa John's Franchise Agreement. The Cooperative, by a majority vote of the voting power of the entire membership (exclusive of the member who is to be suspended), may suspend the membership of a member for failure to comply with the By-Laws and rules of the Cooperative, for repeated or material default in contributions or for conduct prejudicial to the best interests of the Cooperative. Before suspension, a member will be entitled to an opportunity for a hearing before the members on the reasons for suspension except that no hearing will be required if suspension is for default in contributions. If the member fails to attend the hearing after receiving reasonable notice thereof, the member will thereby waive the member's right to a hearing and may be immediately suspended. Until reinstated by a majority vote of the voting power of the entire membership, a suspended member shall be subject to such restrictions as the members voting for suspension may determine are appropriate. Such restrictions may include, at the Cooperative's discretion (excluding any participation by the suspended member in the deliberation or decision-making): (A) denial of the right

to participate in Cooperative meetings or programs; (B) barring such member (including the member's owners, operators, employees and representatives) from serving as an officer or governing board member of the Cooperative; (C) withholding benefits of the Cooperative's advertising, marketing and promotional efforts, in whole or in part, from the suspended member; or (D) any combination of (A), (B) and/or (C). However, during the period of suspension, the suspended member shall nevertheless continue to be obligated to abide by the By-Laws, policies and other rules of the Cooperative and to pay contributions required of members. All references to "member" or "members" shall mean members in good standing unless the context otherwise requires.

6. **Confidentiality**. Members shall not disclose or divulge information concerning the Cooperative's activities to any person or entity not authorized to receive such information by the Cooperative or the Franchisor. Without limiting the generality of the foregoing, Members are specifically prohibited from disclosing or divulging future advertising, marketing, media or promotional plans, whether national, Market Area or local in scope, to any person or party not authorized by the Cooperative or the Franchisor to receive such information.

ARTICLE III: OPERATIONS OF THE COOPERATIVE

1. **Disposition of Member Contributions**. All contributions of members and all income thereon shall be received by the Cooperative in trust and shall be disbursed and expended solely for the advertising purposes set forth in these By-Laws. Without limiting the generality of the foregoing, the following specific provisions apply to the activities of the Cooperative:

i. member contributions to the Cooperative must be expended for the purposes set forth in these By-Laws and the Papa John's Franchise Agreement and may not be refunded, distributed or redistributed to members except with the consent and approval of Franchisor or as required by applicable law.

ii. The Cooperative has been organized exclusively for the purposes of producing and conducting general advertising, marketing and promotional programs and activities, including print, electronic and digital media for use in and around the Marketing Area and developing standardized promotional materials for use by the members. Use of member contributions for any other purpose is prohibited.

iii. Amounts contributed to the Cooperative will not be refunded to the contributing member upon the member's withdrawal from the Cooperative or transfer or closure of the member's Restaurant(s) in the Marketing Area, even if such contributions are held by the Cooperative and not expended at the time of such withdrawal, closure or transfer, except as may be otherwise required by applicable law.

2. **Expenditures.** The Cooperative may spend in any fiscal year an amount greater or less than the aggregate contributions to and income of the Cooperative in that year. If the Cooperative has excess funds at the end of a fiscal year, all expenditures in the following fiscal year(s)

shall be made first out of contributions accumulated from previous years, next out of contributions in the current year. A copy of the Cooperative's financial statements shall be provided upon request to each member in good standing and the Franchisor without charge.

3. **Agencies**. Only advertising and public relations firms approved by Franchisor may be hired by the Cooperative. The members may hire or discharge an approved advertising or public relations firm by a majority vote of the entire membership. Such firm(s) will be subject to change by a majority vote of all members of the Cooperative, in accordance with the voting procedures set forth in Article IV. The agreement between the agency and the Cooperative must provide that any member of the Cooperative in good standing may at any time during the firm's regular business hours examine billings to and payments by the agency for the account of the Cooperative and that the agency will comply with Franchisor's policies, procedures and agency criteria, as may be changed or amended by Franchisor from time to time. When selecting and retaining an agency, the Cooperative shall conduct an open review including at least three agency candidates. All agencies retained by the Cooperative must enter into a master service agreement with the Cooperative, in a form approved by Franchisor.

4. **Campaign Approvals**. No advertising, marketing or promotional programs or materials may be used by the Cooperative or furnished to its members, and no advertising, marketing or promotional activities may be conducted by the Cooperative, without the prior written approval of Franchisor. For the avoidance of doubt, "advertising, marketing or promotional programs, materials and activities" include, without limitation: (A) any and all traditional mediums such as print, radio, television, direct mail and sponsorships; and (B) any and all non-traditional mediums such as eCRM, digital, social media, websites and other media or platforms that may be developed or adopted in the future. All such programs, materials and planned activities must be submitted to Franchisor for approval in accordance with the procedure set forth in the Papa John's Franchise Agreement. The Cooperative shall provide to Franchisor on a timely basis evidence of the execution of any approved advertising, marketing, or promotional campaigns or programs undertaken by the Cooperative and, where feasible and applicable, the measurable results of such campaign or program, including without limitation any reports or information on local marketing activity specified or requested by Franchisor. The Cooperative shall provide cash flow statements and forecasts to the Franchisor at the request of an authorized representative of the Franchisor.

5. **Contributions; Voting on Increased Contributions**.

A. The monthly contribution rate may be increased or decreased from time to time by the members; provided, that the monthly contribution rate may not be less than two percent (2%) nor more than five percent (5%) of the net sales of the Restaurants, except as provided herein. Approval by Franchisor shall be necessary to reduce the monthly contribution below two percent (2%). Approval by two-thirds (2/3rds) of the votes of all members shall be necessary to increase the amount of the monthly contribution above five percent (5%) of sales.

B. The Franchisor may from time to time specify that the monthly contribution percentage may be reduced or waived for any or all Restaurants based on broadcast media coverage or

other information deemed relevant by Franchisor. The method of determining reduced contributions will be determined by Franchisor. The boundaries and extent of the Market Area will be subject to review and change by Franchisor from time to time. In connection with this review, any reduction of the required contribution percentage for each restaurant may be adjusted.

C. Nothing in these By-Laws prohibits a Member from exercising any right to adjust the Member's contribution to the Cooperative as provided in the Papa John's Franchise Agreement. Provided however, if a Member elects to reduce contributions to the Cooperative pursuant to the Papa John's Franchise Agreement, the Cooperative may: (A) allocate benefits of the Cooperative's advertising, marketing and promotional efforts, in whole or in part, on a basis reasonably calculated to apportion such benefits according to relative contribution rates (as a percent of Net Sales) of the members; and/or (B) bar such franchisee from serving as an officer or governing board member of the Cooperative. Further, if a Member votes to enter into a sponsorship, partnership, or other contract that requires a financial obligation of the Cooperative, the Member may not elect to reduce the Member's contribution to the Cooperative for as long as such financial obligation is required.

6. Ownership and Usage of Materials and Data. Franchisor is the sole and exclusive owner of all materials and rights that result from advertising, marketing or promotional materials or activities programs produced or conducted by or on behalf of the Cooperative. Any participation by the Cooperative or the members in any advertising, whether by monetary contribution or otherwise, does not vest the Cooperative or any member with any rights in any trademarks employed in such advertising or in any tangible or intangible materials or rights, including copyrights, generated by such advertising. If requested by Franchisor, the Cooperative (or any member or members, if applicable) must assign to Franchisor any contractual rights or copyright that the Cooperative or member(s) acquire in any advertising and execute such documents or instruments as Franchisor may reasonably require in order to implement the terms of this Section. Any data generated by advertising, marketing or promotional materials, activities or programs produced or conducted by or on behalf of the Cooperative is the valuable, proprietary property and trade secret of the Franchisor. Franchisor has the right at all times to access, retrieve, analyze, download and use such data in any manner and for such purposes as Franchisor deems appropriate.

ARTICLE IV: MEETINGS OF MEMBERS OF THE COOPERATIVE

1. **Meetings of Members.** Meetings of the members may be called at any time by the President of the Cooperative, or by a majority of the members, upon not less than ten (10) days written notice to the last address provided by each member for notices and communications. The President shall be the presiding officer at each meeting, provided, (i) the President may, with the consent of a majority of the members present at a meeting, delegate the conduct of a meeting to another member, a representative of Franchisor, or a representative of an approved agency retained by the Cooperative; and (ii) the President shall delegate the conduct of a meeting, or portion of a meeting, to an officer of the Cooperative who is a member in good standing, in the event the President (or the franchise entity the President represents) is not a member in good standing or in the event the membership of the President (or the franchise entity the President represents) has been suspended.

2. **Waiver of Notice of Attendance.** Attendance at a meeting shall be a waiver of notice, unless attendance is expressly for the purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3. **Quorum.** Presence in person or by proxy of members representing fifty-one percent (51%) of the votes entitled to be voted by members in good standing shall constitute a quorum at any properly noticed meeting of the Cooperative. A quorum shall not be lost by the departure of members before adjournment.

4. **Voting Rights.** Each member in good standing on the date of a meeting shall, at such meeting, be entitled to one (1) vote for each Restaurant owned or controlled by such member on each matter on which such member is entitled to vote. A member may cast all such votes on each matter properly submitted to be voted on. If the member is an entity, it may cast votes and be represented at meetings by any one of its authorized officers, partners or members.

5. **Proxies.** Each member entitled to vote at a meeting of the Cooperative shall be entitled at such meeting to vote by proxy. A proxy may be given to and exercised only by: (A) a representative of Franchisor; or (B) another member in good standing of the Cooperative. Proxies shall be valid only if signed by the member, dated and filed with the Secretary prior to or at the meeting for which it is given. No proxy shall be irrevocable and any proxy may be revoked at any time in writing or in person at the meeting for which it was given. A proxy may be given only for a single meeting.

6. **Necessity of Majority Vote.** Except as otherwise provided in these By-Laws, a majority of the votes entitled to be cast by members present in person or by proxy at a meeting at which a quorum is in attendance shall be necessary to decide in favor of any matter properly submitted to the meeting.

7. **Action Without a Meeting.** Any action required to be taken, or which may be taken, at either an annual or special meeting of the members may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by members having not less than two-thirds (2/3rds) of the votes of entitled to be voted at a meeting duly called; and provided, that written notice of such action is given to the other members within five (5) days after the adoption of such action.

8. **Meeting Record.** The Secretary, or in the absence of the Secretary, another officer member of the Cooperative or representative of Franchisor appointed by the President, shall keep minutes of each meeting and make a written record of each action taken without a meeting. Such minutes or written record shall be distributed to all members and to Franchisor within three business days after the meeting or taking of action without a meeting.

9. **Guests at Meetings.** Agency representatives and guests may attend meetings and, at the discretion of the President, may have participating privileges, exclusive of voting privileges. The President shall exclude from any meeting any person whose presence at a meeting is objected to by two or more members (excepting voting members and representatives of Franchisor

as described below). Notwithstanding the foregoing, the regional marketing director of Franchisor for the region to which the Marketing Area is assigned by Franchisor shall be given ten (10) business days prior written notice of, and allowed to attend and participate in, and/or designate one or more additional representatives to Franchisor to attend and participate in, all meetings of the Cooperative (exclusive of voting, unless Franchisor or its affiliate is a member of the Cooperative, in which case Franchisor's designated representative will also be entitled to vote).

ARTICLE V: OFFICERS

1. **Executive Officers.** The members shall elect a President, a Secretary and a Treasurer, and may elect one or more Vice Presidents and such other officers and assistant officers, as the members may, from time to time, determine to be necessary to manage the affairs of the Cooperative. Any one person, except as forbidden by law, may be elected to more than one office. Any person elected to an office shall hold such office as such until a successor has been elected and has accepted office, unless prior thereto such person resigns or is removed from office. However, the members may provide for specific terms of office for officers of the Cooperative. The officers of the Cooperative shall at all times be subject to dismissal by the members. Whenever an officer (or the franchise entity the officer represents) ceases to be a member of the Cooperative, his or her position as an officer of the Cooperative shall automatically terminate.

2. **Vacancies.** Any vacancy in any office shall be filled by a majority of the votes entitled to be voted at a meeting duly called for such purpose.

3. **Duties and Powers of Officers.** The members shall prescribe the powers and duties of each of the officers of the Cooperative.

4. **Expenses.** All officers of the Cooperative shall serve without compensation. If approved by the members, reasonable expenses of members incurred to attend meetings may be reimbursed by the Cooperative; provided, that such expenses are not in excess of the actual cost of traveling from and returning to the member's home city, lodging, meals and other reasonable and necessary expenses.

ARTICLE VI: FINANCE, AUDIT AND FISCAL YEAR

1. **Banking.** All funds and money of the Cooperative shall be banked, handled and disbursed, and all bills, notes, checks and like obligations, and endorsements (for deposit or collection) shall be signed by such officers and other persons as the members shall from time to time designate, who shall account therefor to the Treasurer as and when the Treasurer may require. All money, funds, bills, notes, checks and other negotiable instruments coming to the Cooperative shall be collected and promptly deposited in the name of the Cooperative in such depositories as the members shall select.

2. **Fiscal Year.** The fiscal year of the Cooperative shall coincide with Franchisor's fiscal year, consisting of 52 weeks ending on the last Sunday of December, and generally made up of

four 13-week quarters. The 13-week quarters consist of two four-week periods followed by one five-week period. Each such four-week and five-week period is referred to as a "Period."

3. **Reports to Franchisor**. The Cooperative must submit to Franchisor such statements and reports as Franchisor may designate from time to time and Franchisor has the right to examine or audit the books and records of the Cooperative to ensure compliance with the terms of the Papa John's Franchise Agreement.

ARTICLE VII: INDEMNIFICATION

1. **Criteria for Indemnification.** The members may authorize the Cooperative to indemnify any person who was or is a party or is threatened to be made a party to any action, suit or proceeding arising from such person's actions for or on behalf of the Cooperative to the extent provided by law.

2. **Advancement of Expenses.** Expenses (including attorneys' fees) incurred that are subject to the indemnification hereunder shall be advanced by the Cooperative prior to the final disposition of the action, suit or proceeding upon receipt of a written undertaking by or on behalf of the person seeking such indemnification with such security as the members may require, to repay such amount if a court of competent jurisdiction determines, in a final, non-appealable order or judgment (whether in such action, suit or proceeding or in another action brought for the purpose of determining whether the person should be indemnified), that such person was adjudged liable to the Cooperative in connection with a proceeding by or in the right of the Cooperative, or in any other proceeding charging improper personal benefit, whether or not involving action in an official capacity, such person is adjudged liable on the basis of receipt of an improper personal benefit.

ARTICLE VIII: ADOPTION; AMENDMENT; CONSTRUCTION

1. **Adoption.** These By-Laws shall become effective when approved by Franchisor and adopted by a majority vote in accordance with Article IV, and shall remain in force until terminated or amended. Failure or omission of the Cooperative to adopt these By-Laws does not affect the members' contribution obligations under the Papa John's Franchise Agreement.

2. **Amendment, Restatement or Repeal of By-Laws.** Any of the By-Laws of the Cooperative may be restated, amended or repealed from time to time subject to the proposed change(s) receiving: (A) affirmative approval by not less than a majority (51%) of the votes entitled to be cast at a meeting duly called for such purpose; and (B) approval from Franchisor; provided, that the maximum rate of contribution that the members may require to be made by members may be changed only by the affirmative vote of the members as required by these By-Laws. All proposed amendments to the By-Laws by the members shall be submitted in writing to all members and to Franchisor at least ten (10) days before the meeting at which the proposed amendment is to be introduced. A member's presence in person or by proxy at any such meeting at which a proposed amendment is considered shall be deemed a waiver of such notice unless attendance is

expressly for the purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called or convened. In addition, any member who is not present at a meeting called pursuant to these By-Laws (where the notice of such meeting includes a general reference that the By-Laws may be amended at the meeting) at which a proposed amendment is considered shall be deemed to have waived such ten (10) day notice if such member does not object thereto by written notice mailed to the Cooperative on or before the specified date for the meeting. Any such waiver shall negate the requirement for such ten (10) day notice as to such member(s).

3. **Construction.** These By-Laws are subject to the franchise agreements under which the members operate their Restaurants. In the event of any conflict between the franchise agreement(s) and these By-Laws, the terms of the franchise agreement(s) shall govern. Unless the context specifically requires otherwise, any reference in these By-Laws to the masculine gender shall include the feminine and neuter genders; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

The foregoing By-Laws of Papa Johns _____ DMA Cooperative were adopted by the members on _____ __, _____

_____
Franchisee

By: _____

Title: _____

Franchisee

By: _____

Title: _____

_____
Franchisee

By: _____

Title: _____

_____
Franchisee

By: _____

Title: _____

APPROVED:

PAPA JOHN'S FRANCHISING, LLC

By: _____

Title: _____

EXHIBIT K

OWNER AGREEMENT

OWNER AGREEMENT

In consideration of, and as a condition to the granting by **PAPA JOHN'S FRANCHISING, LLC** ("we" or "us") of a Development Agreement dated _____, 2022, and all Franchise Agreements executed pursuant to its terms (collectively the "Agreements"), providing certain rights relating to one or more Papa John's Restaurants (the "Restaurants") to _____ ("Franchisee"), each of the undersigned individuals ("you"), being a beneficial owner of an interest in the Franchisee, hereby covenants and agrees to be bound by the terms and restrictions of this Owner Agreement ("Owner Agreement"):

1. Acknowledgements. Each of you, jointly and severally, represents and warrants to us that:

(a) you are the owners of all equity, voting and other ownership interests in Franchisee and/or all options, warrants and rights to acquire an interest in Franchisee and that the address and telephone number set forth next to your name below are accurate and complete and you will immediately advise us of any change in the information and we may use or distribute the same as required by law, including in our Franchise Disclosure Document.

(b) Franchisee is duly organized and validly existing in good standing under the laws of the State of _____, is qualified to do business in all jurisdictions in which its business activities or the nature of properties owned by it requires such qualification, and has the authority to execute and deliver the Agreements and perform all of its obligations under the Agreements;

(c) you understand and acknowledge that it is a condition to the granting of the franchise to Franchisee that you enter into this Owner Agreement and we have entered into the Agreements in reliance upon your agreement to do so, and will continue to do so;

(d) all information submitted to us by you, including all applications, financial statements and other documents and information, is true and correct in all respects and does not omit any statement or item of material fact necessary to make the statements made therein not false or misleading; and

(e) as Franchisee's owners, you have received adequate consideration to support your execution of this Owner Agreement.

2. Confidentiality and Non-Competition Agreements.

(a) In-Term Covenant Not-to-Compete. Each of you covenants and agrees that during the period you own any equity, voting or other beneficial interest in Franchisee and Franchisee owns one or more Restaurants, or any beneficial interest therein, or holds any rights to develop one or more such Restaurants (including all renewal periods) you shall not engage in any of the following activities anywhere in the United States:

(i) directly or indirectly enter into the employ of, render any service to or act in concert with any person, partnership, limited liability company, corporation or other entity that owns, operates, manages, franchises or licenses any business that (A) sells pizza or other non-pizza products (excluding soft drinks) that are the same as those sold by Papa John's restaurants on a delivery or carry-out basis, including, without limitation, business formats such as Domino's, Pizza Hut, Mr. Gatti's, Sbarro and Little Caesars, or (B) derives 20% or more of its gross revenues, at the retail level, from the sale of pre-cooked, ready-to-eat food products on a delivery basis (a "Competitive Business");

(ii) directly or indirectly engage in any such Competitive Business on your own account;

(iii) become interested in any such Competitive Business directly or indirectly as an individual, partner, member, shareholder, director, officer, principal, agent, employee, consultant or in any other relationship or capacity; provided, that the purchase of a publicly traded security of a corporation engaged in such business or service shall not in itself be deemed violative of this Owner Agreement so long as you do not own, directly or indirectly, more than 1% of the securities of such corporation; or

(iv) divert or attempt to divert any business or any customers of the Papa John's chain to any Competitive Business.

(b) Post-Term Covenant Not-to-Compete. For a period of two years after the earlier of: (i) the date Franchisee ceases to own any Restaurants, any beneficial interest therein or any rights to develop Restaurants, regardless of the reason that such ownership ceases or terminates; or (ii) the date we receive written notice and evidence from you or the Franchisee that you cease to own any equity, voting or other beneficial interest in Franchisee (the "Restricted Period"), you shall not, within a 10-mile radius of (A) the Location, or (B) any business location in which we or an Affiliate or another Papa John's franchisee then conducts a Papa John's business (collectively, the "Territories"), engage in any Competitive Business or any other activity described in subsections (i) through (iv) of Section 2.(a).

During any period in which any of the covenants in this Section 2 is being breached or violated, including any period in which any of the parties hereto seeks judicial or arbitral enforcement, interpretation or modification of any such covenant, and all appeals thereof, the Restricted Period shall toll and be suspended.

(c) Appropriation and Disclosure of Information. Except as permitted under the Agreements, you will not at any time use, copy or duplicate the System or any aspect thereof, or any of our trade secrets, recipes, methods of operation, processes, formulas, advertising, marketing, designs, plans, software, programs, know-how or other proprietary ideas or information, nor will you convey, divulge, make available or communicate such information to any third party or assist others in using, copying or duplicating any of the foregoing.

(d) Infringement; Validity of Marks and Copyrights; Registrations. You will not at any time commit any act that would infringe upon or impair the value of the System or the Marks, nor will you engage in any business or market any product or service under a trade name, trademark, service mark, logo or design that is confusingly or deceptively similar to any of the Marks. You agree that you will not, either during the Term or any time thereafter, directly or indirectly challenge or contest the validity of, or take any action to jeopardize our rights in or ownership of, any of the Marks or any registration of a Mark or any Copyrighted Work. If you violate this provision, we will be entitled to all equitable, monetary, punitive and any other relief that may be available under applicable law, as well as the recovery of all costs, expenses and attorneys' fees incurred by us as result of such violation.

(e) Trade Secrets and Confidential Information. You understand and agree that we have disclosed or may disclose to you certain confidential or proprietary information and trade secrets. Except as necessary in connection with the operation of the Restaurants and as approved by us, you shall not at any time, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the recipes, food products, advertising, marketing, designs, plans, software, programs or methods of operation of the Restaurants or the System. You will disclose to your employees only such confidential, proprietary or trade secret information as is necessary to operate your business under Papa John's franchises and then only while the franchise is in effect. Any and all information, knowledge, or know-how, including, without limitation, drawings, materials, equipment, marketing, recipes, and other data, that we designate under the Agreements as secret or confidential shall be deemed secret and confidential for purposes of this Owner Agreement.

(f) Reasonableness of Scope and Duration. You agree that the covenants and agreements contained in this Section 2 are, taken as a whole, reasonable with respect to the activities covered and their geographic scope and duration, and no party shall raise any issue of the reasonableness of the areas, activities or duration of any such covenants in any proceeding to enforce any such covenants. Each of you acknowledge and agree that you have other skills and resources and that the restrictions contained in this Section will not hinder your activities or ability to make a living either under the Agreements or in general.

(g) Enforceability. Each of you agree that we may not be adequately compensated by damages for a breach of any of the covenants and agreements contained herein, and that, in addition to all other remedies, we are entitled to injunctive relief and specific performance to remedy such breach. The covenants and agreements contained in this Section 2 shall be construed as separate covenants and agreements, and if any court or arbitrator shall finally determine that the restraints provided for in any such covenants and agreements are too broad as to the area, activity or time covered, said area, activity or time covered may be reduced to whatever extent the court or arbitrator deems reasonable, and such covenants and agreements shall be enforced as to such reduced area, activity or time. To the extent required by applicable law, the duration or the geographic areas included within the foregoing covenants, or both, shall be deemed amended in accordance with this Section 2.(h).

3. Guaranty.

(a) Guaranty.

(i) Each of you personally and unconditionally guaranty to us and to our Affiliates including, without limitation, PJ Food Service, Inc., as well as any of their successors or assigns (collectively referred to as "Our Group"), the punctual payment when due of all sums, indebtedness and liabilities of every kind and nature that Franchisee may now or in the future owe to any member of Our Group (including interest, and all attorneys' fees, costs and expenses incurred by any member of Our Group in collection); provided that as long as the Franchisee owns fewer than 15 Restaurants, the maximum aggregate liability under this guaranty shall not exceed the greater of: (A) $300,000, or (B) $50,000 times the number of Restaurants owned by the Franchisee. For purposes of this Guaranty, the number of Restaurants owned by the Franchisee shall be the greater of: (1) the number of Restaurants owned by the Franchisee at the time of incurrence by the Franchisee of the most recent liability for which enforcement of the guaranty is sought; or (2) the number of Restaurants owned by Franchisee at the time we notify you (or any of you) of our intention to enforce the guaranty.

(ii) Each of you hereby acknowledges and agrees that if, at any time, the Franchisee owns 15 or more Restaurants, we have the right to require additional guaranty or other assurance from you, by either: (A) raising the maximum liability under the guaranty by an amount resulting from calculation in accordance with the mathematical formula set forth in Section 3.(a)(i); or (B) requiring the Franchisee or you to obtain an irrevocable, transferable and divisible letter of credit from a United States lending institution approved by us in an amount determined by us but not to exceed your maximum aggregate liability determined in accordance with the calculation in (A) above ("Letter of Credit") upon which we shall be entitled to draw in order to satisfy any obligation of the Franchisee to us or any member of our Group upon presentment by us to the lending institution of our (or our applicable Group member's) standard invoice or shipping and title documents.

(b) Covenants and Acknowledgements. Each of you covenant and agree that: (1) liability under this guaranty is joint and several; (2) this is a guaranty of payment and not of collection and you shall render any payment required under the Agreements or this guaranty upon demand of the appropriate member of Our Group; (3) this guaranty extends to all amounts Franchisee may now or in the future owe to any member of Our Group, whether pursuant to the Agreements, another agreement with us or otherwise; (4) your liability under this guaranty is not contingent or conditioned upon pursuit by Our Group of any remedies against Franchisee or any of you; (5) your liability hereunder shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence or waiver that any member of Our Group may from time to time grant to Franchisee or to any of you, including, without limitation, the acceptance of partial payment or performance, the compromise or release of any claims, the release of any other guarantor, or consent by Our Group to any transfer or assignment of the franchise or any interest therein and Our Group expressly reserves all rights that we may have against you.

(c) Term of Guaranty. This guaranty and your obligations under it shall continue in effect until the earlier to occur of: (i) twelve (12) months after you send us written

notice and evidence that you have ceased to own any beneficial interest in the Franchisee and such transfer was in accord with all the terms of the Agreements; or (ii) 11 years from the date of this guaranty, provided, that if any of the Agreements or the Papa John's franchise is renewed, this guaranty shall be extended for a period equal to the renewal period plus 12 months. The term of this guaranty shall also be extended during any period in which: (A) any member of Our Group is involved in any judicial or administrative process with Franchisee or any of you (1) to collect any amounts owed it by the Franchisee or you, or (2) to enforce the terms of this guaranty; or (B) any bankruptcy or similar proceeding involving Franchisee or any of you.

Your obligations under this guaranty remain in full force and effect without regard to, and shall not be released, discharged or in any way modified or affected by, any circumstance or condition of Franchisee (whether or not you shall have any knowledge or notice thereof), including, without limitation, bankruptcy, insolvency, reorganization, composition, liquidation or similar proceeding or any action taken by any trustee or receiver or by any court in any such proceeding.

(d) Waivers. Each of you waives notice of demand, notice of protest, nonpayment or default, and all other notices to which Franchisee or you may be entitled, and all suretyship and guarantor's defenses generally and any and all other notices and legal or equitable defenses to which you may be entitled. You waive all exemptions to which you may now or hereafter be entitled under the laws of this or any other state or of the United States. You waive any right that you may have to require that an action be brought against Franchisee or any other person as a condition to your liability and further waive any right that you may have to payments and claims for reimbursement or subrogation that you may have against Franchisee arising as a result of your execution and performance of this guaranty.

(e) Assignment. This guaranty is personal to you and the obligations and duties imposed in it may not be delegated or assigned; provided, this guaranty shall be binding upon your successors, assigns, estates and personal representatives. This guaranty shall inure to the benefit of Our Group, and the affiliates, successors and assigns of any of Our Group.

(f) Enforcement. If any one or more provisions in this guaranty is for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this guaranty shall be construed to bind you to the maximum extent permitted by law that is subsumed within the terms of such provision as though it were separately articulated herein.

4. Covenant Not to Transfer Interests. Each of you agree that your interest in Franchisee is restricted in accordance with the terms of the Agreements and covenant that you will not at any time during which Franchisee is a Papa John's franchisee and/or developer, directly or indirectly, voluntarily or involuntarily, make any "transfer" (as defined in the Agreements) of all or any portion of your interest in Franchisee, or any interest in the franchise, or offer or attempt or permit any of the same to be done, unless you first obtain our written approval in compliance with the same provisions applicable to a transfer by you as set forth in the Agreements. You shall cause all stock certificates (or other documents evidencing an ownership interest or right to acquire an ownership interest) issued by Franchisee to bear a legend indicating that such stock (or other

document) is subject to the restrictions provided for in the applicable Agreement. Each of you shall give us not less than 45 days prior written notice of any intended or proposed transfer of your interest in Franchisee, and shall also cause Franchisee to give such notice as is required by the applicable Agreement.

5. Miscellaneous.

(a) Definitions. Except as otherwise defined in this Owner Agreement, all capitalized terms shall have the same meaning given them in the Agreements.

(b) Interpretation and Enforcement. Each of you agree and acknowledge that the interpretation and enforcement of this Owner Agreement shall be governed by Sections 14 and 16 of the Development Agreement.

IN WITNESS WHEREOF, each of you have signed this Owner Agreement on the date set forth opposite your signature.

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone Number: _____

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone Number: _____

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone Number: _____

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone Number: _____

Signature: _____ DATE: _____
Name: _____
Address: _____
_____
_____
Telephone Number: _____

TO BE COMPLETED IF PRINCIPAL OPERATOR IS NOT AN OWNER.

I represent and acknowledge that I am the Principal Operator of one or more Restaurant(s) and that I agree to be bound by the provisions of Section 2 of this Owner Agreement and, at such time as I become an Owner (as required by the Agreements) to be fully bound by this Owner Agreement without any need for further action or reexecution of this Owner Agreement.

PRINCIPAL OPERATOR

Signature: _____
Name: _____
Address: _____
_____
_____
Telephone Number: _____

EXHIBIT L

AUTHORIZATION TO TRANSFER

AUTHORIZATION TO TRANSFER

THIS AUTHORIZATION TO TRANSFER ("Agreement") is made as of the _____ day of _____, 20__, by and among **PAPA JOHN'S FRANCHISING, LLC**, a Kentucky limited liability company ("Franchisor"), _____, a _____("Transferor"), and _____, a _____ ("Transferee").

RECITALS:

A. Franchisor and Transferor are parties to ____ Papa John's Franchise Agreement(s) dated _____ (the "Franchise Agreement(s)") for the operation of ____ Papa John's Pizza restaurant(s) located at _____, and identified in Franchisor's system as Store No(s). _____ (the "Restaurant(s)").

B. Transferor desires to transfer to the Transferee, and Transferee is willing to assume, Transferor's remaining rights and obligations under the Franchise Agreement(s), and Franchisor is willing to consent to such transfer, subject to the terms hereof.

AGREEMENT:

NOW, THEREFORE, the parties hereby agree as follows:

1. Transfer and Assumption. Transferor hereby sells, transfers, conveys and assigns to Transferee and Transferee hereby assumes Transferor's rights and obligations under the Franchise Agreement(s), effective as of _____, 20___ (the "Transfer Date"). Transferee hereby acknowledges: receipt of the Franchise Agreement(s), or a copy(ies) thereof, from Transferor; and that Transferee has read and understands the Franchise Agreement(s) and all of the provisions thereof.

2. Consent of Franchisor; Payment of Amounts Due. Contingent on receipt of the transfer fee required under the Franchise Agreement, Franchisor hereby consents to the foregoing transfer. This consent shall not be construed or deemed as a consent to any subsequent or different transfer or as a representation or warranty on the part of Franchisor with respect to the Transferee capacity or ability to successfully operate a Papa John's pizza franchise. Franchisor's

approval of Transferee indicates only that Franchisor believes that Transferee complies with acceptable minimum criteria that Franchisor establishes solely for Franchisor's own purposes. Transferee hereby acknowledges that the results of Transferee's operation of a Papa John's pizza franchise will depend substantially on Transferee's business acumen and promotional and managerial efforts and that Franchisor has made no representation or warranty that Transferee will earn, can earn, or is likely to earn a gross or net profit. As a further condition to Franchisor's consent, Transferor agrees to pay all amounts due for Royalties, Marketing Fund payments and co-op payments on Net Sales through the Transfer Date, as well as all amounts due to Franchisor's subsidiaries.

3. Effect of Transfer. Transferor shall have no further duties or obligations under the Franchise Agreement(s) after the Transfer Date, provided, this Agreement shall not release Transferor from: any liability that arose prior to the Transfer Date; or any of Transferor's covenants that, by their terms, survive the expiration or termination of the Franchise Agreement(s) (including without limitation, covenants relating to non-competition, copying or duplication of the System and validity of trademarks and copyrights); nor shall this Agreement release any person who is a signatory (or required to be a signatory) to the Owner Agreement.

4. Owner Agreement. Concurrently with the execution of this Agreement, each shareholder **[member]** of Transferee shall execute and deliver to Franchisor an Owner Agreement in the form attached hereto.

5. Advertising Agreement. Concurrently with the execution of this Agreement, Transferee shall execute and deliver to Franchisor an Advertising Agreement in the form attached hereto.

6. Authorization for Automatic Withdrawal. Concurrently with the execution of this Agreement, Transferee shall also execute and deliver an Authorization for Automatic Withdrawal. Unless otherwise specified by Franchisor, Transferee agrees to remain on automatic withdrawal throughout the term of the Franchise Agreement(s).

7. **Required Training.** Transferee's Principal Operator and managers shall undertake and successfully complete such training and instruction as Franchisor deems necessary.

8. **Release.** Transferor and its shareholders **[members]** hereby remise, release and forever discharge Franchisor, Papa John's USA, Inc., their affiliates, their respective officers, directors and employees, and their personal representatives, heirs, successors and assigns from any and all claims, demands, accounts, proceedings, liabilities, actions, causes of action, losses, damages, costs, expenses and controversies of every kind and description, whether in law or in equity and whether accrued or unaccrued, known or unknown, matured or unmatured, liquidated or unliquidated, contingent or otherwise, including all claims of fraud and misrepresentation, which any of them now has, may now have, has had or may hereafter have against Franchisor or any of the foregoing listed persons or entities arising from events or circumstances occurring or existing on or before the date hereof **[in connection with the execution or performance of the Franchise Agreement(s)]**.

9. **Notices.** All notices, requests, consents, demands and other communications required or permitted to be given or made to Transferee shall be given in accordance herewith:

_____
_____
_____
ATTN: _____
Phone No.: _____

An address and phone number of Transferor to which any notices, requests, demands or other communications may be delivered is as follows:

_____
_____
_____
ATTN: _____
Phone No.: _____

10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky. The proper venue for any suits or claims arising

from this document shall be in the court of proper jurisdiction located in Jefferson County, Kentucky.

11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

12. Miscellaneous. This Agreement, together with the Owner Agreement and Advertising Agreement (which are incorporated herein by reference), constitutes the entire agreement between the parties with respect to the subject matter hereof. Any prior written or oral agreements or understandings between the parties are hereby superseded. This Agreement may not be modified, altered, amended or terminated except by a written document signed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed this Authorization to Transfer as of the day, month and year first written above.

PAPA JOHN'S FRANCHISING, LLC

By: _____
Title: _____

_____

By: _____
Title: _____

_____
_____

_____
_____

_____

By: _____
Title: _____

EXHIBIT M

LIST OF FRANCHISEES

Opn Strs by Fran for FDD Year-End 12-25-2022	3180							
Developer Name	Store #	Site Address 1	Site Address 2	Site City	Site State	Site Postal	Site Phone Prim	Site Country
12 STONES PIZZA LLC	3587	11505 CINEMA DRIVE STE. 15		D'IBERVILLE	MS	39540	2283927277	United States
12 STONES PIZZA LLC	5018	D'IBERVILLE MS MOBILE PIZZA KITCHEN	11505 CINEMA DRIVE	D'IBERVILLE	MS	39540	000/000-0000	United States
12 STONES PIZZA LLC	4324	520 E PASS ROAD	SUITE O	GULFPORT	MS	39507	228/896-5758	United States
12 STONES PIZZA LLC	3676	2001 HWY 15 NORTH		LAUREL	MS	39440	6013992828	United States
12 STONES PIZZA LLC	3745	5107 BEATLINE ROAD		LONG BEACH	MS	39560	2288641233	United States
231 CONCEPTS, LLC	348	1614 PASS RD		BILOXI	MS	39531	2284357272	United States
231 CONCEPTS, LLC	5071	MGM PARK BASEBALL STADIUM	BILOXI SHUCKERS AA BASEBALL - 105 CAILLAVET	BILOXI	MS	39530	228/435-7272	United States
231 CONCEPTS, LLC	2383	12186 HWY 49		GULFPORT	MS	39503	228/831-0838	United States
231 CONCEPTS, LLC	3343	6371 HIGHWAY 98 WEST. STE 50		HATTIESBURG	MS	39402	6012644664	United States
231 CONCEPTS, LLC	4395	2902 HARDY STREET	#90	HATTIESBURG	MS	39401	601/544-8648	United States
231 CONCEPTS, LLC	5072	CAMP SHELBY JOINT FORCES TRAINING CENTER	BUILDING 2513	HATTIESBURG	MS	39407	601/620-4330	United States
231 CONCEPTS, LLC	2020	3612 BIENVILLE BLVD.		OCEAN SPRINGS	MS	39564	2288729372	United States
3 PAPAS PIZZA LLC	4284	3091 U.S. 49, SOUTH STE. U		FLORENCE	MS	39073	601/845-3344	United States
7-ELEVEN INC	4500	AMELIA MACS CIRCLE K	15418 PATRICK HENRY HWY	AMELIA	VA	23002	804/561-7331	United States
7-ELEVEN INC	4587	MACS BRACEY, VIRGINIA CONVENIENCE STORE	3384 HIGHWAY 903	BRACEY	VA	23919	434/689-2207	United States
7-ELEVEN INC	4468	CIRCLE K #24	8188 HWY 15	CLARKSVILLE	VA	23927	434/374-9878	United States
7-ELEVEN INC	4467	4622 CLEBURNE BLVD		DUBLIN	VA	24084	540/643-4008	United States
7-ELEVEN INC	4026	1120 EAST ATLANTIC STREET		LA CROSSE	VA	23950	434/757-1115	United States
7-ELEVEN INC	4518	MACS CIRCLE K #11	111 SOUTH COUNTY DR	WAKEFIELD	VA	23888	757/899-2241	United States
8 SLICE VIDA LLC	4760	63 W MAIN STREET		VERNAL	UT	84078-2501	435/789-8080	United States
922 DOUGH LLC	1994	1037 N. WATER STREET		UHRICHSVILLE	OH	44683	7409224243	United States
A G & G CORPORATION	3820	2222 SHATTUCK AVE	74704-1416	BERKELEY	CA	94704	5108457272	United States
A-NU-DAY LLC	4837	5654 W. MANCHESTER AVE.		WESTCHESTER	CA	90045-4416	310/410-7272	United States
A-NU-DAY LLC	5277	FOOD TRUCK	5654 W. MANCHESTER AVE.	WESTCHESTER	CA	90045-4416	000/000-0000	United States
AAAK LLC	4066	2354 MAIN STREET		BRIDGEPORT	CT	06606	203/333-7272	United States
AAMP19 INC.	4086	4850 NORTH HARLEM AVENUE		HARWOOD HEIGHTS	IL	60706	708/867-4100	United States
ABUNDANT PIZZA, LLC	756	501 WEST 6TH STREET		ROLLA	MO	65401-2989	5733415500	United States
ABUNDANT PIZZA, LLC	755	240 MARSHALL DRIVE, SUITE 1B		SAINT ROBERT	MO	65584-4766	5733363344	United States
ABUNDANT PIZZA, LLC	2913	836 WASHINGTON CORNERS		WASHINGTON	MO	63090-4603	6363903900	United States
ADJONCY, INC.	387	597 BANTA STREET		FRANKLIN	IN	46131	317/738-2000	United States
ADRINA LLC	3105	870 BOULEVARD		KENILWORTH	NJ	07033	9082457272	United States
AFTER TAX DOUGH, INC.	1398	1524 NORTH SAGINAW ROAD		MIDLAND	MI	48640	989/837-7272	United States
AFTER TAX DOUGH, INC.	943	5624 STATE STREET		SAGINAW	MI	48603-3680	9892497272	United States
AFTER TAX DOUGH, INC.	1197	1910 COURT STREET		SAGINAW	MI	48602-3701	9892497000	United States
AHMAD PIZZA, LLC	1865	379 SMITHFIELD AVENUE		PAWTUCKET	RI	02860	4017227272	United States
AISHWARYA DC VENTURES LLC	3540	914 11TH ST. SE	CAPITOL HILL	WASHINGTON	DC	20003	2025447272	United States
AISHWARYA DC VENTURES LLC	3538	1417 OTIS PLACE N.W.		WASHINGTON	DC	20010	2026677272	United States
AISHWARYA DC VENTURES LLC	837	4656 WISCONSIN AVE		WASHINGTON	DC	20016	2022447272	United States
AL RAHIM FOODS, INC.	3123	1242 W. FOOTHILL BLVD.		UPLAND	CA	91786	9099818009	United States
ALESHIRE ENTERPRISES LLC	3180	135 EAST CENTRAL ENTRANCE		DULUTH	MN	55811	2187261800	United States
ALEXA ENTERPRISES, INC.	734	1602 MADISON AVENUE		COVINGTON	KY	41011	8596552200	United States
ALEXA ENTERPRISES, INC.	247	8402 US HIGHWAY 42		FLORENCE	KY	41042-9627	8592839999	United States
ALEXA ENTERPRISES, INC.	46	6725 DIXIE HWY STE A		FLORENCE	KY	41042	8597272999	United States
ALEXA ENTERPRISES, INC.	158	2501 CHELSEA DRIVE		FORT MITCHELL	KY	41017-1701	8593449999	United States
ALEXA ENTERPRISES, INC.	3878	2010 NORTH BEND RD		HEBRON	KY	41048	8595866500	United States
ALEXA ENTERPRISES, INC.	3718	2041 CENTENNIAL BLVD	CENTENNIAL PLAZA	INDEPENDENCE	KY	41051	8593637272	United States
ALEXA ENTERPRISES, INC.	118	2298 ALEXANDRIA PIKE		SOUTHGATE	KY	41071-3231	8594411444	United States
ALEXA ENTERPRISES, INC.	216	7147 SALEM ROAD		CINCINNATI	OH	45230-2921	5132310300	United States
ALEXA ENTERPRISES, INC.	71	9525 KENWOOD ROAD	#17	CINCINNATI	OH	45242	513/791-4441	United States
ALEXA ENTERPRISES, INC.	170	1248 WEST KEMPER ROAD		CINCINNATI	OH	45240-1618	5138253838	United States

ALEXA ENTERPRISES, INC.	1087	5473 NORTH BEND ROAD		CINCINNATI	OH	45247-7620	5133897878	United States
ALEXA ENTERPRISES, INC.	89	9211 WINTON ROAD		CINCINNATI	OH	45231	513/729-4449	United States
ALEXA ENTERPRISES, INC.	366	545 CLOUGH PIKE		CINCINNATI	OH	45244-2323	5135280022	United States
ALEXA ENTERPRISES, INC.	623	10720 READING ROAD		CINCINNATI	OH	45241-2529	5135631900	United States
ALEXA ENTERPRISES, INC.	337	11902 MONTGOMERY ROAD		CINCINNATI	OH	45249-1727	5136778585	United States
ALEXA ENTERPRISES, INC.	336	6133 GLENWAY AVENUE		CINCINNATI	OH	45211-6312	5134814441	United States
ALEXA ENTERPRISES, INC.	234	3379 SPRINGDALE ROAD		CINCINNATI	OH	45251-1566	5132459939	United States
ALEXA ENTERPRISES, INC.	3181	5980 S STATE ROUTE 48		MAINEVILLE	OH	45039	5134940199	United States
ALEXA ENTERPRISES, INC.	1281	6210 TYLERSVILLE ROAD		MASON	OH	45040	513/459-0400	United States
ALEXA ENTERPRISES, INC.	3069	8103 CINCINNATI DAYTON ROAD		WEST CHESTER	OH	45069	5137774400	United States
ALEXA ENTERPRISES, INC.	2287	1561 ROMBACH AVENUE		WILMINGTON	OH	45177	9373831900	United States
ALIANTE PIZZA CO L.L.C.	4954	UNIVERSITY OF NEVADA-RENO	1664 N VIRGINIA ST, MS230	RENO	NV	89557	111/111-1111	United States
ALIANTE PIZZA CO L.L.C.	4487	TEXAS MOTOR SPEEDWAY	3545 LONE STAR CIRCLE	FORT WORTH	TX	76177	702/400-0018	United States
ALISA RESTAURANTS LLC	4968	912 W KEISER AVE		OSCEOLA	AR	72370	870/576-3131	United States
ALISA RESTAURANTS LLC	4745	THE STORE CONVENIENCE STORE		CARUTHERSVILLE	MO	63830	573/333-5646	United States
ALPHABETA LLC	5121	759 NORTH MAIN STREET		MOOREFIELD	WV	26836	681/231-2414	United States
AM MANAGEMENT, LIMITED LIABILITY COMPAN	896	211 SOUTH KANAWHA STREET		BUCKHANNON	WV	26201-2320	3044725999	United States
AMBE MAA LLC	4925	1211 NORTH LIBERTY ST, UNIT A		WAYNESBORO	GA	30830	000/000-0000	United States
AMERIDOUGH, INC.	4361	105 E BELT LINE RD #800		CEDAR HILL	TX	75104-2201	972/293-1000	United States
AMERIDOUGH, INC.	1823	106 SOUTH COCKRELL HILL ROAD		DESOTO	TX	75115-5318	9722305200	United States
AMERIDOUGH, INC.	1310	110 N CEDAR RIDGE DR		DUNCANVILLE	TX	75116-3139	9722832222	United States
AMERIDOUGH, INC.	3024	200 N. HIGHWAY 77		WAXAHACHIE	TX	75165	9729376600	United States
AMERIPIZZA INC	4976	200 VILLAGE PARK DRIVE, SUITE 206		ALVARADO	TX	76009	817/409-3822	United States
AMERIPIZZA INC	5108	913 BOYD ROAD SUITE 600		AZLE	TX	76020	817/813-3310	United States
AMG5 PIZZA RESTAURANTS PJS1, LLC	3182	20772 EAST ARROW HWY.		COVINA	CA	91724	6263318200	United States
AMG5 PIZZA RESTAURANTS PJS2, LLC	2011	12615 CENTRAL AVENUE		CHINO	CA	91710-3509	9094641713	United States
AMG5 PIZZA RESTAURANTS PJS2, LLC	2837	2310 CALIFORNIA AVENUE, SUITE 101		CORONA	CA	92881-6666	9515829900	United States
AMG5 PIZZA RESTAURANTS PJS2, LLC	2573	110 HIDDEN VALLEY PKWY	STE A	NORCO	CA	92860-3815	9518989400	United States
APIZZA, LLC	3065	13600 NE 20TH		BELLEVUE	WA	98005	425/289-7272	United States
APIZZA, LLC	3328	20710 BOTHELL-EVERETT HWY #101		BOTHELL	WA	98012	4254880414	United States
APIZZA, LLC	2291	617 128TH STREET S.W.	SUITE 105	EVERETT	WA	98204-6371	4253484488	United States
APIZZA, LLC	2224	5129 EVERGREEN WAY	SUITE 6	EVERETT	WA	98203-3743	4253392600	United States
APIZZA, LLC	2139	13520 100TH AVE STE 100		KIRKLAND	WA	98034	425/820-9164	United States
APIZZA, LLC	2918	25 95TH DRIVE NE, SUITE 10		LAKE STEVENS	WA	98258	4253355315	United States
APIZZA, LLC	2498	4400 168TH S.W. #201		LYNNWOOD	WA	98037-3154	4257427900	United States
APIZZA, LLC	2752	11603 STATE AVE, STE B		MARYSVILLE	WA	98271	3606571157	United States
APIZZA, LLC	2213	15704 MILL CREEK BLVD.		MILL CREEK	WA	98012	4253796262	United States
APIZZA, LLC	2850	31239 STATE ROUTE 20, SUITE 103		OAK HARBOR	WA	98277-3100	3606790909	United States
APIZZA, LLC	2489	16110 NE 87TH STREET		REDMOND	WA	98052	4258958500	United States
APIZZA, LLC	2231	4710 NE 4TH STREET	#C101	RENTON	WA	98059-4800	4257937777	United States
APIZZA, LLC	2773	721 228TH AVE N.E		SAMMAMISH	WA	98074-7223	4258362332	United States
APIZZA, LLC	2119	5401-C 25TH AVENUE N.E.		SEATTLE	WA	98105	2069850000	United States
ARAMARK -- ARIZONA STATE UNIVERSITY	3468	4701 W THUNDERBIRD RD	ASU WEST CAMPUS	GLENDALE	AZ	85306	6025433664	United States
ARAMARK -- M&T BANK STADIUM (BALTIMORE F	3157	M&T BANK STADIUM	BALTIMORE RAVENS	BALTIMORE	MD	21230	4102308037	United States
ARAMARK -- VERIZON CENTER	1819	CAPITAL ONE ARENA	601 F STREET NW	WASHINGTON	DC	20001	2026615150	United States
ARAMARK FOOD AND SUPPORT SERVICES GROUI	4248	UNIVERSITY OF SOUTH FLORIDA	MARSHALL STUDENT CENTER FOOD COURT	TAMPA	FL	33620	813/974-1283	United States
ARAMARK FOOD AND SUPPORT SERVICES GROUI	3796	WESTERN KENTUCKY UNIVERSITY	DOWNING STUDENT UNION, DSU FOOD COURT	BOWLING GREEN	KY	42101	270/303-7096	United States
ARAMARK FOOD AND SUPPORT SERVICES GROUI	3798	7400 BAY ROAD	SAGINAW VALLEY STATE UNIVERSITY	UNIVERSITY CENTER	MI	48710	989/964-4061	United States
ARAMARK FOOD AND SUPPORT SERVICES GROUI	4182	BIMIDJI STATE UNIVERSITY	LOWER HOBSON MEMORIAL UNION	BEMIDJI	MN	56601	218/444-7576	United States
ARAMARK FOOD AND SUPPORT SERVICES GROUI	4147	KAUFFMAN STADIUM / KC ROYALS	ONE ROYAL WAY	KANSAS CITY	MO	64129	000/000-0000	United States
ARAMARK FOOD AND SUPPORT SERVICES GROUI	4082	UNIVERSITY OF MISSISSIPPI (OLE MISS)	REBEL DRIVE	UNIVERSITY	MS	38677	662/801-1004	United States
ARAMARK FOOD AND SUPPORT SERVICES GROUI	3657	106 W UNIVERSITY WAY	WESTERN CAROLINA UNIVERSITY(HINDS UNIV FC	CULLOWHEE	NC	28723	828/508-1587	United States
ARAMARK FOOD AND SUPPORT SERVICES GROUI	5172	CLEVELAND STATE UNIVERSITY	2121 EUCLID AVE SC214	CLEVELAND	OH	44115	000/000-0000	United States

ARK 305 LLC	5068	607 S. MAIN ST.		BELLE GLADE	FL	33430	561/983-4543	United States
ARK-DOWD DOUGH, INC.	817	1210 WEST STATE STREET		ALLIANCE	OH	44601-4626	3308214444	United States
ARK-DOWD DOUGH, INC.	3455	508 WEST MAIN STREET		LOUISVILLE	OH	44641	3308712327	United States
ARK-DOWD DOUGH, INC.	3808	1054 WEST MAIN STREET		RAVENNA	OH	44266-2730	3302964600	United States
ARK-DOWD DOUGH, INC.	4112	710 WEST PERKINS AVENUE		SANDUSKY	OH	44870	419/609-9444	United States
ARK-DOWD DOUGH, INC.	4263	33411 AURORA ROAD		SOLON	OH	44139	440/248-7272	United States
ASHAPURIMA SC LLC	4094	3730 NORTH MAIN STE A		COLUMBIA	SC	29203	803/779-3450	United States
ASPIRE BUSINESS SERVICES, LLC	4401	1962 SOUTH ROCHESTER ROAD	ROCHESTER HAMLIN RETAIL CENTER	ROCHESTER HILLS	MI	48307	248/724-7272	United States
ASTORIA JOHNS INC	4591	35-48 31ST STREET		ASTORIA	NY	11106	718/728-7272	United States
ATS MASTERS 1 INC.	4126	10235 WEST ROOSEVELT ROAD		WESTCHESTER	IL	60154	708/344-7272	United States
ATS MASTERS INC.	3937	7744 MADISON STREET		FOREST PARK	IL	60130	7084889999	United States
ATWATER PJ CORPORATION	5079	1909 N BUHACH RD	NWC E JUPITER AVE & N BUHACH RD	ATWATER	CA	95301	209/676-4125	United States
AUDUBON LLC	547	1827 WALTON WAY		AUGUSTA	GA	30904-3854	7067337272	United States
AUDUBON LLC	1835	3449 PEACH ORCHARD ROAD		AUGUSTA	GA	30906	706/792-1888	United States
AUDUBON LLC	4852	3412 WRIGHTSBORO ROAD	UNIT 901	AUGUSTA	GA	30909	706/396-8888	United States
AUDUBON LLC	1147	112 NORTH BELAIR ROAD		EVANS	GA	30809-3206	7068548787	United States
AUDUBON LLC	4846	3118 WILLIAM FEW PARKWAY	SUITE 1	EVANS	GA	30809	706/396-9999	United States
AUDUBON LLC	4355	5108 WRIGHTSBORO ROAD	FOREST PLAZA SHOPPING CENTER	GROVETOWN	GA	30813	706/869-7272	United States
AUDUBON LLC	893	403 FURYS FERRY ROAD, SUITE 113		MARTINEZ	GA	30907-8222	7066518787	United States
AUDUBON LLC	3594	194 UNIVERSITY PKWY		AIKEN	SC	29801	8036437272	United States
AUDUBON LLC	457	105 TAMIL DRIVE		AIKEN	SC	29803	8036427272	United States
AUDUBON LLC	1415	217 EDGEFIELD ROAD, SUITE C		NORTH AUGUSTA	SC	29841-1402	8032797272	United States
AWWAL, LLC	3896	2020 N. CALIFORNIA AVE	SUITE #2	CHICAGO	IL	60647	7736457272	United States
B&B PIZZA LLC	5057	1107 E 3RD STREET		FARMVILLE	VA	23901	434/505-3025	United States
B&B PIZZA LLC	5017	4102 HALIFAX RD		SOUTH BOSTON	VA	24592	434/272-4014	United States
BAANI'S PIZZA, CORP.	5132	1682 1ST STREET		LIVERMORE	CA	94550	925/449-7272	United States
BAFO, LLC	3049	1949 N. SUSQUEHANNA TRAIL		SELINSGROVE	PA	17870	5707437474	United States
BAGPIPER ONE, INC.	5131	1737 BERRYESSA ROAD, SUITE B		SAN JOSE	CA	951333	408/251-7272	United States
BAGPIPER, LLC	2450	1360 THE ALAMEDA	BUILDING D, SUITE 12	SAN JOSE	CA	95126	4089717272	United States
BAJCO 100, LLC	1186	2104 WEST SPRINGFIELD AVENUE, SUITE A		CHAMPAIGN	IL	61821-3066	2173517272	United States
BAJCO 100, LLC	74	106 EAST GREEN STREET		CHAMPAIGN	IL	61820-5302	2173555858	United States
BAJCO 100, LLC	161	302 WEST FAIRCHILD STREET		DANVILLE	IL	61832-3839	2174424200	United States
BAJCO 100, LLC	1250	100 N. HENRIETTA DR.		EFFINGHAM	IL	62401	2173474744	United States
BAJCO 100, LLC	1215	801 S. LAKELAND BLVD		MATTOON	IL	61938	2172344744	United States
BAJCO 100, LLC	1831	225 EAST CONGRESS BOULEVARD		RANTOUL	IL	61866-2301	2178939922	United States
BAJCO 100, LLC	3603	1307 EAST FLORIDA AVENUE		URBANA	IL	61801	2173847272	United States
BAJCO 100, LLC	23	1501 16TH STREET		BEDFORD	IN	47421	812/275-4455	United States
BAJCO 100, LLC	3687	1001 EAST 17TH STREET	INDIANA UNIVERSITY MEMORIAL STADIUM	BLOOMINGTON	IN	47408	812/583-3354	United States
BAJCO 100, LLC	2591	2486 S WALNUT STREET		BLOOMINGTON	IN	47401	8123537272	United States
BAJCO 100, LLC	3284	5221 W. STATE ROAD 46		BLOOMINGTON	IN	47404	8129355555	United States
BAJCO 100, LLC	47	415 NORTH WALNUT STREET		BLOOMINGTON	IN	47404-3842	8123367272	United States
BAJCO 100, LLC	77	905 MARKET STREET		CHARLESTOWN	IN	47111	8122564501	United States
BAJCO 100, LLC	15	2606 HARRY NICHOLS DRIVE		MADISON	IN	47250	8122652233	United States
BAJCO 100, LLC	1816	1620 S OHIO ST		MARTINSVILLE	IN	46151	7653425454	United States
BAJCO 100, LLC	784	213 WEST WALNUT STREET		NORTH VERNON	IN	47265-1732	8123468100	United States
BAJCO 100, LLC	1144	2805 WEST BROADWAY STREET		PRINCETON	IN	47670-9417	8123855050	United States
BAJCO 100, LLC	120	400 N. MAIN STREET		SALEM	IN	47167	8128833369	United States
BAJCO 100, LLC	148	745 WEST MCCLAIN AVENUE		SCOTTSBURG	IN	47170	8127527522	United States
BAJCO 100, LLC	19	600 EAST TIPTON STREET		SEYMOUR	IN	47274-3520	8125233949	United States
BAJCO 100, LLC	138	2365 NORTH 6TH STREET		VINCENNES	IN	47591-2403	8128957272	United States
BAJCO 100, LLC	5062	1735 SOUTH SR 57	SUITE101	WASHINGTON	IN	47501	812/254-0505	United States
BAJCO 100, LLC	3686	510 BYPASS RD.		BRANDENBURG	KY	40108	2704227272	United States
BAJCO 100, LLC	30	1415 HIGHLAND DRIVE		CARROLLTON	KY	41008-8200	5027326611	United States

BAJCO 100, LLC	3293	4979 N. DIXIE HWY.		ELIZABETHTOWN	KY	42701	2709827272	United States
BAJCO 100, LLC	3740	30 SHAWNEE DRIVE		HODGENVILLE	KY	42748-1607	2703587272	United States
BAJCO 100, LLC	10	5709 BARDSTOWN ROAD		LOUISVILLE	KY	40291-1913	5022311111	United States
BAJCO 100, LLC	157	611 N BARDSTOWN RD	PO BOX 171	MT. WASHINGTON	KY	40047	5025387474	United States
BAJCO ARIZONA, LLC	2772	10745 E APACHE TRAIL, SUITE 110		APACHE JUNCTION	AZ	85120	4805051804	United States
BAJCO ARIZONA, LLC	2767	4980 SOUTH ALMA SCHOOL ROAD, SUITE 5		CHANDLER	AZ	85248-5559	4805051704	United States
BAJCO ARIZONA, LLC	1997	4980 W. RAY RD #1G	CHANDLER SUNSET PLAZA	CHANDLER	AZ	85226-6223	4808317200	United States
BAJCO ARIZONA, LLC	1356	1100 NORTH ALMA SCHOOL ROAD, SUITE 6		CHANDLER	AZ	85224-3169	4809637272	United States
BAJCO ARIZONA, LLC	3421	3076 EAST CHANDLER HEIGHTS ROAD SUITE #11	CHANDLER HEIGHTS VILLAGE	GILBERT	AZ	85298	4802795555	United States
BAJCO ARIZONA, LLC	2229	70 SOUTH VAL VISTA DRIVE, SUITE A-5		GILBERT	AZ	85296-1372	4805397272	United States
BAJCO ARIZONA, LLC	2036	9189 NORTH 59TH AVENUE, SUITE 1		GLENDALE	AZ	85302-3027	6239377272	United States
BAJCO ARIZONA, LLC	2012	8251 W. UNION HILLS DR.	WALMART SHOPS STE. 125	GLENDALE	AZ	85308	6234877272	United States
BAJCO ARIZONA, LLC	3672	5045 W. BASELINE RD., SUITE 130	LAVEEN RANCH MARKETPLACE	LAVEEN	AZ	85339	6022881055	United States
BAJCO ARIZONA, LLC	3969	41620 W MARICOPA CASA GRANDE HWY	WALMART CENTER	MARICOPA	AZ	85138	520/568-9050	United States
BAJCO ARIZONA, LLC	2348	7102 EAST BASELINE ROAD, SUITE 101		MESA	AZ	85209-4092	4809247272	United States
BAJCO ARIZONA, LLC	1695	1063 NORTH MESA DRIVE		MESA	AZ	85201-3543	4808983434	United States
BAJCO ARIZONA, LLC	1510	63 N GREENFIELD RD	STE 112	MESA	AZ	85205	480/964-3434	United States
BAJCO ARIZONA, LLC	2458	1829 NORTH POWER ROAD		MESA	AZ	85205	480/218-1900	United States
BAJCO ARIZONA, LLC	1355	1225 WEST MAIN STREET, SUITE B-110		MESA	AZ	85201-7034	4804613434	United States
BAJCO ARIZONA, LLC	2148	8987 WEST OLIVE AVENUE	SUITE 131	PEORIA	AZ	85345-9125	6234867272	United States
BAJCO ARIZONA, LLC	3549	25101 NORTH LAKE PLEASANT PKWY	SUITE 1310	PEORIA	AZ	85383	6235727373	United States
BAJCO ARIZONA, LLC	1913	540 EAST THOMAS		PHEONIX	AZ	85003	602/264-7070	United States
BAJCO ARIZONA, LLC	1914	3449 W. NORTHERN AVENUE		PHOENIX	AZ	85051	6026060144	United States
BAJCO ARIZONA, LLC	2803	4645 E. BROADWAY ROAD		PHOENIX	AZ	85040	602/324-6083	United States
BAJCO ARIZONA, LLC	1508	4501 EAST THOMAS ROAD, SUITE 127		PHOENIX	AZ	85018-7600	6026670600	United States
BAJCO ARIZONA, LLC	2147	751 E. BELL AVE, SUITE 10	MOON VALLEY TOWN CENTER	PHOENIX	AZ	85022-2696	602/938-0202	United States
BAJCO ARIZONA, LLC	2605	4840 N. 83RD AVENUE SUITE 102		PHOENIX	AZ	85033	623/936-7272	United States
BAJCO ARIZONA, LLC	1686	4302 EAST RAY ROAD, SUITE 113		PHOENIX	AZ	85044-4706	4807060700	United States
BAJCO ARIZONA, LLC	2162	18413 NORTH CAVE CREEK ROAD, SUITE N-10		PHOENIX	AZ	85032-1044	6029927272	United States
BAJCO ARIZONA, LLC	1652	4030 EAST THUNDERBIRD ROAD, SUITE C		PHOENIX	AZ	85032-5835	6029717100	United States
BAJCO ARIZONA, LLC	1651	7040 NORTH 16TH STREET		PHOENIX	AZ	85020-5547	6029068700	United States
BAJCO ARIZONA, LLC	2967	5930 W. MCDOWELL RD. STE 101		PHOENIX	AZ	85035	6238732881	United States
BAJCO ARIZONA, LLC	3327	21803 SOUTH ELLSWORTH ROAD	SUITE E-103	QUEEN CREEK	AZ	85142	4806772280	United States
BAJCO ARIZONA, LLC	3704	270 E HUNT HIGHWAY STE 1	THE BELLA VISTA SHOPS	SAN TAN VALLEY	AZ	85143	4806555555	United States
BAJCO ARIZONA, LLC	4732	7001 N SCOTTSDALE RD.	STE D 162 SEVILLE SHOPPING CENTER	SCOTTSDALE	AZ	85253	480/998-7272	United States
BAJCO ARIZONA, LLC	2864	11300 EAST VIA LINDA		SCOTTSDALE	AZ	85259-2662	4806031333	United States
BAJCO ARIZONA, LLC	1387	1813 E SOUTHERN AVENUE	SOUTHERN VILLAGE SHOPS	TEMPE	AZ	85282	4808318500	United States
BAJCO EAST, LLC	2216	537 EAST 25TH AVENUE		ALTOONA	PA	16601-4031	8149424700	United States
BAJCO EAST, LLC	984	3014 PLEASANT VALLEY BLVD.		ALTOONA	PA	16602	8149447171	United States
BAJCO EAST, LLC	119	1386 OAKLAND AVENUE		INDIANA	PA	15701-2494	7243490909	United States
BAJCO EAST, LLC	2619	1133 SCALP AVENUE		JOHNSTOWN	PA	15904-3311	8142660001	United States
BAJCO EAST, LLC	1389	1737 GOUCHER ST.		JOHNSTOWN	PA	15905	8142556665	United States
BAJCO EAST, LLC	252	1341 SOUTH ATHERTON STREET		STATE COLLEGE	PA	16801	8142347272	United States
BAJCO EAST, LLC	821	2110 NORTH ATHERTON STREET		STATE COLLEGE	PA	16803	8142387272	United States
BAJCO FLORIDA, LLC	2026	715 ATLANTIC BOULEVARD, SUITE 1		ATLANTIC BEACH	FL	32233	9042427272	United States
BAJCO FLORIDA, LLC	613	4315 US HIGHWAY 17		FLEMING ISLAND	FL	32003	9042787272	United States
BAJCO FLORIDA, LLC	5181	206B S. ORANGE AVENUE		GREEN COVE SPRINGS	FL	32043	904/529-8400	United States
BAJCO FLORIDA, LLC	1261	11701 SAN JOSE BLVD	STE 27	JACKSONVILLE	FL	32223	9042687272	United States
BAJCO FLORIDA, LLC	554	6230 103RD STREET		JACKSONVILLE	FL	32210	9047787272	United States
BAJCO FLORIDA, LLC	575	6132 MERRILL ROAD		JACKSONVILLE	FL	32277	9047437272	United States
BAJCO FLORIDA, LLC	1206	5230 BAY MEADOWS ROAD		JACKSONVILLE	FL	32217	9047317272	United States
BAJCO FLORIDA, LLC	1096	4339-A ROOSEVELT BLVD.		JACKSONVILLE	FL	32210	9049817272	United States
BAJCO FLORIDA, LLC	1807	4275 SOUTHSIDE BLVD	SUITE 3	JACKSONVILLE	FL	32216	9046207272	United States

BAJCO FLORIDA, LLC	2794	1680 DUNN AVE, STE 43		JACKSONVILLE	FL	32218-4788	9046967272	United States
BAJCO FLORIDA, LLC	3086	2750 RACE TRACK ROAD	STE 105	JACKSONVILLE	FL	32259	9042300085	United States
BAJCO FLORIDA, LLC	3148	9542 ARGYLE FOREST BLVD., SUITE C-11		JACKSONVILLE	FL	32222	9045732696	United States
BAJCO FLORIDA, LLC	3232	731 DUVAL STATION ROAD STE 121		JACKSONVILLE	FL	32218	9047572929	United States
BAJCO FLORIDA, LLC	2533	3801 UNIVERSITY BOULEVARD WEST	SUITE 1	JACKSONVILLE	FL	32217	9044437272	United States
BAJCO FLORIDA, LLC	396	10750-12 ATLANTIC BLVD.		JACKSONVILLE	FL	32225	904/641-7272	United States
BAJCO FLORIDA, LLC	2883	1650 MARGARET STREET	STE 307	JACKSONVILLE	FL	32204-3834	9043877272	United States
BAJCO FLORIDA, LLC	2051	7200-16 NORMANDY BLVD		JACKSONVILLE	FL	32205-6271	9046959300	United States
BAJCO FLORIDA, LLC	1493	14333 BEACH BOULEVARD, SUITE 102A		JACKSONVILLE BEACH	FL	32250-1578	9049927272	United States
BAJCO FLORIDA, LLC	2989	2696 STATE HIGHWAY 21		MIDDLEBURG	FL	32068	9042825959	United States
BAJCO FLORIDA, LLC	423	38 BLANDING BOULEVARD, SUITE C		ORANGE PARK	FL	32073-2228	9042767272	United States
BAJCO FLORIDA, LLC	674	950 BLANDING BLVD, STE 10		ORANGE PARK	FL	32065	9042647272	United States
BAJCO FLORIDA, LLC	1409	240 A1A NORTH		PONTE VEDRA	FL	32082	9042804200	United States
BAJCO FLORIDA, LLC	4404	100 GATEWAY CIRCLE STE 4		SAINT JOHNS	FL	32259	904/819-0808	United States
BAJCO FLORIDA, LLC	4628	105 MURABELLA PARKWAY		ST. AUGUSTINE	FL	32092	904/940-1300	United States
BAJCO FLORIDA, LLC	1382	801 S PONCE DE LEON BLVD		ST. AUGUSTINE	FL	32084	9048087272	United States
BAJCO FLORIDA, LLC	4563	10440 US 1 NORTH	UNIT 122	ST. AUGUSTINE	FL	32095	904/819-6920	United States
BAJCO ILLINOIS , LLC	106	1407 N VETERAN PKWY		BLOOMINGTON	IL	61704	3096624422	United States
BAJCO ILLINOIS , LLC	1117	195 N. KENNEDY DRIVE		BOURBONNAIS	IL	60914	8159324800	United States
BAJCO ILLINOIS , LLC	1666	3082 N. MAIN STREET		DECATUR	IL	62526	2178727722	United States
BAJCO ILLINOIS , LLC	272	940 WEST MORTON AVENUE		JACKSONVILLE	IL	62650	2172437744	United States
BAJCO ILLINOIS , LLC	107	602 KINGSLEY ST		NORMAL	IL	61761-2906	3094547272	United States
BAJCO ILLINOIS , LLC	391	1639 BROADWAY ST		PEKIN	IL	61554	3093537272	United States
BAJCO ILLINOIS , LLC	293	930 N BOURLAND AVE		PEORIA	IL	61606-1720	3096737272	United States
BAJCO ILLINOIS , LLC	219	4307 NORTH SHERIDAN ROAD		PEORIA	IL	61614	3096827272	United States
BAJCO ILLINOIS , LLC	3746	1830 BROADWAY		QUINCY	IL	62301	2172225252	United States
BAJCO ILLINOIS , LLC	3141	2605 STEVENSON DRIVE		SPRINGFIELD	IL	62703	2175297262	United States
BAJCO ILLINOIS , LLC	1262	3422 FREEDOM DRIVE		SPRINGFIELD	IL	62704	217/787-7667	United States
BAJCO ILLINOIS , LLC	213	121 N GRAND AVE E		SPRINGFIELD	IL	62702-3859	2177447272	United States
BAJCO ILLINOIS , LLC	4261	2271 WASHINGTON ROAD		WASHINGTON	IL	61571	309/745-5300	United States
BAJCO ILLINOIS , LLC	3955	204 STEAMBOAT BEND SHPG CTR		HANNIBAL	MO	63401	5732217272	United States
BAJCO MICHIANA II, LLC	1153	533 W. COLUMBIA AVENUE		BATTLE CREEK	MI	49015	2699657272	United States
BAJCO MICHIANA II, LLC	1202	2153 PLAINFIELD AVENUE NE		GRAND RAPIDS	MI	49505	6163659988	United States
BAJCO MICHIANA II, LLC	1361	2367 44TH SW		GRAND RAPIDS	MI	49519	6162490202	United States
BAJCO MICHIANA II, LLC	1402	4236 KALAMAZOO AVE SE		GRAND RAPIDS	MI	49508	6168278700	United States
BAJCO MICHIANA II, LLC	1975	2452 ALPINE AVENUE, NW		GRAND RAPIDS	MI	49544	6163647272	United States
BAJCO MICHIANA II, LLC	1569	280 NORTH RIVER AVENUE		HOLLAND	MI	49424	6163557272	United States
BAJCO MICHIANA II, LLC	797	929 NORTH WEST AVENUE		JACKSON	MI	49202-3268	5177879999	United States
BAJCO MICHIANA II, LLC	598	3322 STADIUM DRIVE		KALAMAZOO	MI	49008	269/381-7272	United States
BAJCO MICHIANA II, LLC	786	1771 EAST APPLE AVENUE		MUSKEGON	MI	49442-4242	2317777272	United States
BAJCO MICHIANA II, LLC	1890	1991 SOUTH 11TH STREET		NILES	MI	49120	2696877272	United States
BAJCO MICHIANA II, LLC	1284	2003 WEST CENTRE AVENUE		PORTAGE	MI	49024-4815	2693277272	United States
BAJCO MICHIANA II, LLC	5280	4068 RED ARROW HWY		ST JOSEPH	MI	49085	269/428-7272	United States
BAJCO MICHIANA III, LLC	895	5028 NORTH 2ND STREET SUITE B		LOVES PARK	IL	61111	8156547272	United States
BAJCO MICHIANA III, LLC	1425	4011 N MULFORD ROAD		LOVES PARK	IL	61114	815/636-7272	United States
BAJCO MICHIANA III, LLC	828	1501 SOUTH ALPINE ROAD		ROCKFORD	IL	61108-6245	8153987272	United States
BAJCO MICHIANA III, LLC	1668	326 BLACKHAWK BLVD.		S. BELOIT	IL	61080	8153897272	United States
BAJCO MICHIANA III, LLC	58	2040 SOUTH SCATTERFIELD ROAD, SUITE C		ANDERSON	IN	46016-5752	7656437272	United States
BAJCO MICHIANA III, LLC	1119	187 EAST SOUTH BOULEVARD		CRAWFORDSVILLE	IN	47933-3842	7653649000	United States
BAJCO MICHIANA III, LLC	2590	2330 WEST SYCAMORE ST		KOKOMO	IN	46901	7658687272	United States
BAJCO MICHIANA III, LLC	127	515 SOUTH REED ROAD		KOKOMO	IN	46901	7654527272	United States
BAJCO MICHIANA III, LLC	1645	109 BECK LANE #114		LAFAYETTE	IN	47909	7654770044	United States
BAJCO MICHIANA III, LLC	156	2404 GREENBUSH ROAD		LAFAYETTE	IN	47904	7654477727	United States

BAJCO MICHIANA III, LLC	1084	1702 E MARKET ST		LOGANSPORT	IN	46947-3230	5747350234	United States
BAJCO MICHIANA III, LLC	297	826 NORTH BALDWIN AVENUE		MARION	IN	46952-2542	7656687272	United States
BAJCO MICHIANA III, LLC	59	2714 NORTH WHEELING AVENUE		MUNCIE	IN	47303-1646	7652887272	United States
BAJCO MICHIANA III, LLC	1210	2123 SOUTH MADISON STREET, SUITE B		MUNCIE	IN	47302-4062	7652827272	United States
BAJCO MICHIANA III, LLC	4381	2 SHERWOOD SQUARE	HIGHWAY 24	PERU	IN	46970	765/327-2362	United States
BAJCO MICHIANA III, LLC	57	1400 WEST STATE STREET		WEST LAFAYETTE	IN	47906	7657432800	United States
BAJCO MICHIANA IV, LLC	4120	709 PLAZA DRIVE	UNIT #3	CHESTERTON	IN	46304	219/395-9220	United States
BAJCO MICHIANA IV, LLC	2365	219 N MAIN STREET STE B		CROWN POINT	IN	46307	2196618282	United States
BAJCO MICHIANA IV, LLC	799	206 PINE LAKE AVE		LA PORTE	IN	46350	2193627272	United States
BAJCO MICHIANA IV, LLC	1135	3200 CENTRAL AVENUE		LAKE STATION	IN	46405-2212	2199637272	United States
BAJCO MICHIANA IV, LLC	1088	6126 BROADWAY		MERRILLVILLE	IN	46410	2198877272	United States
BAJCO MICHIANA IV, LLC	733	3229 FRANKLIN STREET		MICHIGAN CITY	IN	46360	2198727227	United States
BAJCO MICHIANA IV, LLC	1368	8241-A HOHMAN AVENUE		MUNSTER	IN	46321	2198360202	United States
BAJCO MICHIANA IV, LLC	2268	1505 US HIGHWAY 41, SUITE A-10		SCHEREVILLE	IN	46375-1322	2198649600	United States
BAJCO MICHIANA IV, LLC	603	123 LINCOLNWAY		VALPARAISO	IN	46383	2195310025	United States
BAJCO MICHIANA V, LLC	3913	1222 EAST UNIVERSITY DRIVE		GRANGER	IN	46530	5742777272	United States
BAJCO MICHIANA V, LLC	900	338 N BITTERSWEET RD		MISHAWAKA	IN	46544-4217	5742571177	United States
BAJCO MICHIANA V, LLC	585	3903 PORTAGE AVE SUITE E		SOUTH BEND	IN	46628	5742717272	United States
BAJCO MICHIANA V, LLC	101	1318 NORTH IRONWOOD		SOUTH BEND	IN	46615	574/271-1177	United States
BAJCO MICHIANA V, LLC	3031	928 S. MAYFLOWER ROAD		SOUTH BEND	IN	46619	5742887272	United States
BAJCO MICHIANA V, LLC	217	1811 SOUTH IRONWOOD DRIVE		SOUTH BEND	IN	46613	5742337272	United States
BAJCO MICHIANA, LLC	570	1532-C CASSOPOLIS STREET		ELKHART	IN	46514	5742647272	United States
BAJCO MICHIANA, LLC	515	6415 W. JEFFERSON BLVD.		FORT WAYNE	IN	46804	2604326688	United States
BAJCO MICHIANA, LLC	818	1575-B GOSHEN AVENUE		FORT WAYNE	IN	46808	2604846000	United States
BAJCO MICHIANA, LLC	764	6233 BLUFFTON ROAD		FORT WAYNE	IN	46809	2604787272	United States
BAJCO MICHIANA, LLC	5012	5119 E. DUPONT ROAD		FORT WAYNE	IN	46825	260/424-7272	United States
BAJCO MICHIANA, LLC	5201	1505 W DUPONT RD		FORT WAYNE	IN	46825	260/497-7272	United States
BAJCO MICHIANA, LLC	203	2616 MAPLECREST ROAD		FORT WAYNE	IN	46815	2604867272	United States
BAJCO MICHIANA, LLC	243	5626 COLDWATER ROAD		FORT WAYNE	IN	46825-5451	260/471-7272	United States
BAJCO MICHIANA, LLC	2221	4024 ELKHART ROAD	SUITE 17	GOSHEN	IN	46526	574/875-4040	United States
BAJCO MICHIANA, LLC	631	301 NORTH MAIN STREET		GOSHEN	IN	46528-2825	5745347272	United States
BAJCO MICHIANA, LLC	748	2084 NORTH JEFFERSON STREET		HUNTINGTON	IN	46750	2603591020	United States
BAJCO MICHIANA, LLC	1942	944 LINCOLN HWY WEST		NEW HAVEN	IN	46774	260/493-9955	United States
BAJCO NORTH, LLC	3569	1502 SOUTH RACCOON ROAD STE. 3		AUSTINTOWN	OH	44515	3307933400	United States
BAJCO NORTH, LLC	5186	4500 BOARDMAN-CANFIELD RD	SUITE 1	CANFIELD	OH	44406	330/702-2020	United States
BAJCO NORTH, LLC	956	404 VIENNA AVENUE		NILES	OH	44446-2636	3306529099	United States
BAJCO NORTH, LLC	604	1307 BOARDMAN POLAND ROAD		POLAND	OH	44514-1935	3307587272	United States
BAJCO NORTH, LLC	991	1960 ELM ROAD NE		WARREN	OH	44483	330/372-9498	United States
BAJCO NORTH, LLC	2086	1713 EAST 38TH STREET		ERIE	PA	16510-3411	8148248282	United States
BAJCO NORTH, LLC	1661	3870 PEACH STREET		ERIE	PA	16509-1419	8148648282	United States
BAJCO OHIO, LLC	458	425 E WOOSTER STREET		BOWLING GREEN	OH	43402-2927	419/353-7272	United States
BAJCO OHIO, LLC	3120	411 W. SECOND STREET		DEFIANCE	OH	43512	4197824455	United States
BAJCO OHIO, LLC	144	1045 TIFFIN AVENUE		FINDLAY	OH	45840-6203	4194271010	United States
BAJCO OHIO, LLC	214	902 NORTH CABLE ROAD, SUITE B		LIMA	OH	45805-1703	4192244040	United States
BAJCO OHIO, LLC	557	3137 W. ALEXIS ROAD		TOLEDO	OH	43613	4194748400	United States
BAJCO OHIO, LLC	2331	4024 N HOLLAND-SYLVANIA ROAD	STE 1	TOLEDO	OH	43623	4198827272	United States
BAJCO OHIO, LLC	979	2531 KEY ST		TOLEDO	OH	43614	4193897777	United States
BAJCO PHILADELPHIA, LLC	1299	706 NORTH 13TH STREET		ALLENTOWN	PA	18102	6104347272	United States
BAJCO PHILADELPHIA, LLC	2294	2612 PENN AVENUE		READING	PA	19609-1542	6109279500	United States
BAJCO PHILADELPHIA, LLC	2279	2850 ST. LAWRENCE AVENUE		READING	PA	19606-2232	6103709300	United States
BAJCO PHILADELPHIA, LLC	2099	2329 N 5TH STREET	POLE BUILDING	READING	PA	19605-3043	6103719500	United States
BAJCO PHILADELPHIA, LLC	899	2531 MACARTHUR ROAD		WHITEHALL	PA	18052	6104377272	United States
BAJCO WISCONSIN, LLC	3889	7979 N. SHERMAN BLVD.	SUITE 24	BROWN DEER	WI	53209	4144340166	United States

BAJCO WISCONSIN, LLC	1267	401 N PARKER DRIVE		JANESVILLE	WI	53545	6087587272	United States
BAJCO WISCONSIN, LLC	2333	3264 SOUTH 27TH STREET		MILWAUKEE	WI	52215	4146437272	United States
BAJCO WISCONSIN, LLC	2157	207 EAST SUNSET DRIVE		WAUKESHA	WI	53189	2625219100	United States
BAJCO WISCONSIN, LLC	2332	11504 WEST NORTH AVENUE		WAUWATOSA	WI	53226-2128	4142587272	United States
BAJCO WISCONSIN, LLC	2336	7520 WEST GREENFIELD AVENUE		WEST ALLIS	WI	53214	4144767272	United States
BAJCO, LLC	2906	16761 SAINT CLAIR AVENUE, SUITE E		EAST LIVERPOOL	OH	43920-9400	3303820800	United States
BAJCO, LLC	2933	1015 E. STATE STREET		SALEM	OH	44460-2227	3303322700	United States
BALL STATE UNIVERSITY	4502	BALL STATE UNIVERSITY	THE ATRIUM FOOD COURT	MUNCIE	IN	47306	765/285-5060	United States
BAM-BAM PIZZA, INC.	261	380 STATE ROAD 434		ALTAMONTE SPRINGS	FL	32714	4077747272	United States
BAM-BAM PIZZA, INC.	3517	997 WEST ORANGE BLOSSOM TRAIL #24		APOPKA	FL	32712	4078867272	United States
BAM-BAM PIZZA, INC.	5180	3050 W KELLY PARK RD STE 1		APOPKA	FL	32712-5193	321/396-7345	United States
BAM-BAM PIZZA, INC.	486	1716 S. ORANGE BLOSSOM TRAIL		APOPKA	FL	32703	4078807272	United States
BAM-BAM PIZZA, INC.	924	17445 US HIGHWAY 192, SUITE #16		CLERMONT	FL	34714-7016	3522431800	United States
BAM-BAM PIZZA, INC.	923	1495 EAST STATE ROAD 50	UNIT B	CLERMONT	FL	34711	352/243-3600	United States
BAM-BAM PIZZA, INC.	922	2008 N FLAMINGO ROAD		COOPER CITY	FL	33028	954/430-7272	United States
BAM-BAM PIZZA, INC.	483	10344 WEST SAMPLE ROAD		CORAL SPRINGS	FL	33065	9543457272	United States
BAM-BAM PIZZA, INC.	3582	7760 LAKE WILSON RD.		DAVENPORT	FL	33896	8634217272	United States
BAM-BAM PIZZA, INC.	5159	1150 CHAMPIONS DRIVE	CHAMPIONS CROSSING	DAVENPORT	FL	33897	863/852-1906	United States
BAM-BAM PIZZA, INC.	496	4309 HOLLYWOOD BLVD.		HOLLYWOOD	FL	33021	9548947272	United States
BAM-BAM PIZZA, INC.	919	5345 WEST IRLO BRONSON HIGHWAY, SUITE A1		KISSIMMEE	FL	34746-4711	4073977272	United States
BAM-BAM PIZZA, INC.	917	2609 SIMPSON RD		KISSIMMEE	FL	34744-4112	4073487272	United States
BAM-BAM PIZZA, INC.	913	2815 WEST VINE STREET		KISSIMMEE	FL	34741	407/846-2211	United States
BAM-BAM PIZZA, INC.	3675	3767 PLEASANT HILL RD. #108		KISSIMMEE	FL	34746	4079337272	United States
BAM-BAM PIZZA, INC.	479	4994 WEST ATLANTIC BLVD.		MARGATE	FL	33063	9549777277	United States
BAM-BAM PIZZA, INC.	5158	1683 N. HANCOCK ROAD #105		MINNEOLA	FL	34715	407/287-5081	United States
BAM-BAM PIZZA, INC.	4767	14603 MIRAMAR PARKWAY		MIRAMAR	FL	33027	954/392-7575	United States
BAM-BAM PIZZA, INC.	270	10959 WEST COLONIAL DRIVE	SUITE 10	OCOEE	FL	34761	407/656-7272	United States
BAM-BAM PIZZA, INC.	918	5922 TURKEY LAKE ROAD		ORLANDO	FL	32819-4217	4073637272	United States
BAM-BAM PIZZA, INC.	3447	10727 NARCOOSSEE RD.		ORLANDO	FL	32832	4076589191	United States
BAM-BAM PIZZA, INC.	258	4401 CURRY FORD ROAD		ORLANDO	FL	32812	4072827272	United States
BAM-BAM PIZZA, INC.	263	2820 EDGEWATER DR		ORLANDO	FL	32804	4074227272	United States
BAM-BAM PIZZA, INC.	2882	11989 SOUTH APOPKA VINELAND ROAD, SUITE B6		ORLANDO	FL	32836-7025	4074777777	United States
BAM-BAM PIZZA, INC.	264	6310 WEST COLONIAL DRIVE		ORLANDO	FL	32818-7803	4072997272	United States
BAM-BAM PIZZA, INC.	470	12429 S ORANGE BLOSSOM TRL		ORLANDO	FL	32837	4078567272	United States
BAM-BAM PIZZA, INC.	5136	5336 CENTRAL FLORDIA PARKWAY		ORLANDO	FL	32821	407/477-2287	United States
BAM-BAM PIZZA, INC.	478	2080 NORTH UNIVERSITY DRIVE		PEMBROKE PINES	FL	33024	9544377272	United States
BAM-BAM PIZZA, INC.	2675	17535 PINES BOULEVARD		PEMBROKE PINES	FL	33029-1512	9544337272	United States
BAM-BAM PIZZA, INC.	915	7811 WEST SUNRISE BOULEVARD		PLANTATION	FL	33322-4112	9544248010	United States
BAM-BAM PIZZA, INC.	927	1451 SOUTH UNIVERSITY DRIVE		PLANTATION	FL	33324	954/236-7272	United States
BAM-BAM PIZZA, INC.	916	9340 NORTH FLORIDA AVENUE		TAMPA	FL	33612	8139157272	United States
BAM-BAM PIZZA, INC.	911	5130 S DALE MABRY HWY	STE 103	TAMPA	FL	33611-2608	8138317272	United States
BAM-BAM PIZZA, INC.	920	14861 NORTH DALE MABRY HIGHWAY		TAMPA	FL	33618-2027	8132647272	United States
BAM-BAM PIZZA, INC.	925	4231 GUNN HIGHWAY		TAMPA	FL	33618	8139637272	United States
BAM-BAM PIZZA, INC.	2676	7891 GUNN HIGHWAY		TAMPA	FL	33626-1611	8137927200	United States
BAM-BAM PIZZA, INC.	926	17631 BRUCE B DOWNS BOULEVARD, SUITE C		TAMPA	FL	33647-3223	8139107272	United States
BAM-BAM PIZZA, INC.	1359	3425 WEST KENNEDY BOULEVARD		TAMPA	FL	33609-2905	8133548888	United States
BAM-BAM PIZZA, INC.	4163	512 EAST HILLSBOROUGH AVE		TAMPA	FL	33604-7402	813/849-7272	United States
BAM-BAM PIZZA, INC.	910	8747 WEST WATERS AVENUE		TAMPA	FL	33615-1729	8138867272	United States
BAM-BAM PIZZA, INC.	2674	14917 BRUCE B DOWNS BOULEVARD		TAMPA	FL	33613-2860	8139030911	United States
BAM-BAM PIZZA, INC.	912	9307 NORTH 56TH STREET		TEMPLE TERRACE	FL	33617-5533	8139857272	United States
BAM-BAM PIZZA, INC.	3560	7315 WINTERGARDEN VINELAND ROAD STE 113		WINDERMERE	FL	34786	4076547209	United States
BAM-BAM PIZZA, INC.	5160	9245 MILEY DRIVE #100		WINTER GARDEN	FL	34787	407/347-6564	United States
BANO FOOD HOLDINGS LLC	5198	294 HWY 515 WEST		BLAIRSVILLE	GA	30512	706/487-8716	United States

BANO FOOD HOLDINGS LLC	5112	2800 SCENIC DRIVE	Suite 7	BLUE RIDGE	GA	30513	855/668-7272	United States
BARRIOS FOODS, INC.	4642	11181 E. SOUTH FRONTAGE RD.	UNIT B	YUMA	AZ	85367	928/342-7114	United States
BARRIOS FOODS, INC.	3337	2816 S. 4TH AVE., STE. F		YUMA	AZ	85364	9287265400	United States
BARRIOS FOODS, INC.	4272	1051 IMPERIAL	STE A	EL CENTRO	CA	92243	760/353-1786	United States
BARRIOS FOODS, INC.	1979	12467 RANCHO BERNARDO ROAD, SUITE S11		SAN DIEGO	CA	92128-2143	8584327272	United States
BB&L HOLDINGS, LLC	3081	146 E. RICH BLVD.		ELIZABETH CITY	NC	27909	2523377272	United States
BB&L HOLDINGS, LLC	3213	3809 N. CROATAN HWY., UNIT B		KITTY HAWK	NC	27949	2522612389	United States
BB&L HOLDINGS, LLC	3410	1809 S. CHURCH ST.	STE. 306	SMITHFIELD	VA	23430	7573570033	United States
BBBM LLC	4283	CHISHOLM CORNER CONVENIENCE STORE	3001 GRANT AVE	PAULS VALLEY	OK	73075	405/207-9007	United States
BEACHWOOD CAPITAL CORPORATION	1978	1020 TIERRA DEL REY, SUITE E		CHULA VISTA	CA	91910-7873	6196563000	United States
BEACHWOOD CAPITAL CORPORATION	1977	1085 3RD AVENUE, SUITE 87		CHULA VISTA	CA	91911-2008	6197347272	United States
BEACHWOOD CAPITAL CORPORATION	1597	1201 EAST MAIN STREET		EL CAJON	CA	92021-7245	6194479000	United States
BEACHWOOD CAPITAL CORPORATION	1336	245 WEST EL NORTE PARKWAY, SUITE F		ESCONDIDO	CA	92026-2528	7607417272	United States
BEACHWOOD CAPITAL CORPORATION	1335	1130 EAST PLAZA BOULEVARD, SUITE 101-A		NATIONAL CITY	CA	91950-3528	6194747100	United States
BEACHWOOD CAPITAL CORPORATION	1599	4225 OCEANSIDE BOULEVARD, SUITE C		OCEANSIDE	CA	92056-3473	7608062266	United States
BEACHWOOD CAPITAL CORPORATION	1976	1710 OCEANSIDE BOULEVARD		OCEANSIDE	CA	92054-3454	7604057272	United States
BEACHWOOD CAPITAL CORPORATION	2928	3737 MURPHY CANYON ROAD, SUITE E		SAN DIEGO	CA	92123-4454	8585031400	United States
BEACHWOOD CAPITAL CORPORATION	1334	1280 UNIVERSITY AVENUE		SAN DIEGO	CA	92103-3312	6192977272	United States
BEACHWOOD CAPITAL CORPORATION	2342	4089 GENESEE AVENUE		SAN DIEGO	CA	92111-3017	8585712900	United States
BEACHWOOD CAPITAL CORPORATION	2256	12650 SABRE SPRINGS PARKWAY, SUITE 206		SAN DIEGO	CA	92128-4114	8584863900	United States
BEACHWOOD CAPITAL CORPORATION	4398	7708 REGENTS ROAD, SUITE A		SAN DIEGO	CA	92122	858/458-9800	United States
BEACHWOOD CAPITAL CORPORATION	1337	10631 CAMINO RUIZ		SAN DIEGO	CA	92126-3238	8586217272	United States
BEACHWOOD CAPITAL CORPORATION	1338	6925 EL CAJON BOULEVARD		SAN DIEGO	CA	92115-1754	6194697272	United States
BEACHWOOD CAPITAL CORPORATION	1339	688 HOLLISTER STREET, SUITE C		SAN DIEGO	CA	92154-4701	6194238000	United States
BEACHWOOD CAPITAL CORPORATION	3390	1001 BROADWAY		SAN DIEGO	CA	92101	6192302100	United States
BEACHWOOD CAPITAL CORPORATION	1598	8665 NAVAJO ROAD		SAN DIEGO	CA	92119-2003	6194657272	United States
BEACHWOOD CAPITAL CORPORATION	3302	407 N. TWIN OAKS VALLEY RD. STE. 100		SAN MARCOS	CA	92069	7604719700	United States
BECHTELSVILLE PJ LLC	3074	828B ROUTE 100 NORTH		BECHTELSVILLE	PA	19505	6103677272	United States
BELLA PIZZA LLC	4793	1306 LAKEWAY DR		BELLINGHAM	WA	98229	360/671-7272	United States
BENSALEM PJ LLC	2641	2747 STREET ROAD		BENSALEM	PA	19020-2810	2156397272	United States
BETTER BETTER PIZZA, LLC	4737	165 1ST AVE EAST		SHAKOPEE	MN	55379	952/658-7272	United States
BETTER INGREDIENTS LLC	2876	555 SOUTH WOODRUFF AVENUE		IDAHO FALLS	ID	83401-5200	2085227272	United States
BETTER INGREDIENTS LLC	3724	1024 16TH AVE.		LEWISTON	ID	83501	2087987272	United States
BETTER INGREDIENTS LLC	2980	114 SOUTH 5TH AVENUE	SUITE B	POCATELLO	ID	83201	2082327272	United States
BETTER INGREDIENTS LLC	2394	2710 HARRISON AVENUE		BUTTE	MT	59701-3714	4065331111	United States
BETTER INGREDIENTS LLC	2526	4311 10TH AVE. S.		GREAT FALLS	MT	59405	4067717272	United States
BETTER INGREDIENTS LLC	2634	335 E. IDAHO ST		KALISPELL	MT	59901-4134	4067527272	United States
BETTER PIZZA LLC	4541	NORTHPOINT FOOD COURT	76 WEST 2ND SOUTH STE A	REXBURG	ID	83440	208/356-7070	United States
BETTER PIZZA LLC	1947	305 24TH STREET WEST		BILLINGS	MT	59102-4734	4066527272	United States
BETTER PIZZA LLC	1945	605 MAIN STREET		BILLINGS	MT	59105	4062567272	United States
BETTER PIZZA LLC	2792	404 NORTH 7TH AVENUE		BOZEMAN	MT	59715-3310	4065857272	United States
BETTER PIZZA LLC	1946	526 CENTRAL AVENUE WEST		GREAT FALLS	MT	59404	4067616161	United States
BETTER PIZZA LLC	2393	1302 PROSPECT		HELENA	MT	59601-4524	4064427272	United States
BETTER PIZZA LLC	3945	3100 BROOKS ST.		MISSOULA	MT	59801-8362	4062737272	United States
BIG D. OIL CO.	4432	BIG D #11	402 MAIN STREET	DEADWOOD	SD	57732	605/578-1110	United States
BIG D. OIL CO.	4623	BIG D #46 TRAVEL PLAZA		STURGIS	SD	57785	605/720-4055	United States
BIG D. OIL CO.	4477	QUIK SHOP #39	111 N. HIGHWAY 14/16	GILLETTE	WY	82716	307/686-1302	United States
BIG D. OIL CO.	4777	1561 SNOWY RANGE RD	BIG D CONVENIENCE STORE	LARAMIE	WY	82070	307/742-9749	United States
BILL L. DOVER COMPANY, INC.	4757	BUNA TX CONVENIENCE STORE	34911 HWY 96	BUNA	TX	77612	409/994-9743	United States
BILL L. DOVER COMPANY, INC.	4758	JASPER TX CONVENIENCE STORE	1056 SOUTH WHEELER	JASPER	TX	75951	409/381-8822	United States
BISON PIZZA COMPANY LLC	4911	4006 N. KICKAPOO		SHAWNEE	OK	74804	405/395-2972	United States
BOCANEGRA FAMILY PIZZA, INC.	1954	4020 E. 7TH STREET, #B		LONG BEACH	CA	90804	5626211112	United States
BODNAR BROTHERS AND SONS L.L.C.	4279	594 DODGE AVE NW		ELK RIVER	MN	55330	763/241-1010	United States

BONHAM INVESTMENT GROUP LLC	5043	1219 W RUSSELL AVE.		BONHAM	TX	75418	903/486-3116	United States
BOOMERANG ENTERPRISES, INC.	4896	52881 NORTH MAIN STREET	MAIN STREET PUB PLAZA	MATTAWAN	MI	49071	269/668-6777	United States
BRIGHAM YOUNG UNIVERSITY	4728	BRIGHAM YOUNG UNIVERSITY	2292 WSC	PROVO	UT	84602	801/422-1607	United States
BRIGHAM YOUNG UNIVERSITY	5053	BRIGHAM YOUNG UNIVERSITY	LAVELL EDWARDS STADIUM	PROVO	UT	84604	000/000-0000	United States
BROAD ST PJ LLC	3365	6000 NORTH BROAD		PHILADELPHIA	PA	19141-1900	2152247272	United States
BROOKHAVEN PJ LLC	5127	4580 EDGMONT AVENUE		BROOKHAVEN	PA	19015	484/483-4712	United States
BROWN & DORTCH, LLC	3539	313 H STREET N.W.		WASHINGTON	DC	20001	2029862222	United States
BRUINS PIZZA COMPANY LLC	3522	1910 SE WASHINGTON BLVD.		BARTLESVILLE	OK	74006	9183331414	United States
BUCKEYE PIZZA LLC	3508	944 S. WATSON RD. #103		BUCKEYE	AZ	85326	6239777272	United States
BUCKEYE PIZZA LLC	3682	17650 W. ELLIOT RD.	SHOP A STE. 115	GOODYEAR	AZ	85338	6235727272	United States
BUCKEYE PIZZA LLC	3536	2403 N. PEBBLE CREEK PKWY STE. 111		GOODYEAR	AZ	85395	6238777272	United States
BUCKEYE PIZZA LLC	3176	13370 W. VAN BUREN #106		GOODYEAR	AZ	85338	6239251600	United States
BUCKEYE PIZZA LLC	3399	13749 N. LITCHFIELD RD STE 117	THE BOULEVARD AT SURPRISE POINT	SURPRISE	AZ	85379	623/930-7272	United States
BUCKEYE PIZZA LLC	4900	16860 W WADDELL RD		SURPRISE	AZ	85388	623/847-7272	United States
BUCKSTONE WEST, LLC	2601	360 BONIFACE PARKWAY		ANCHORAGE	AK	99504	9073337272	United States
BUCKSTONE WEST, LLC	2622	8225 OLD SEWARD HIGHWAY		ANCHORAGE	AK	99518-3300	9075227272	United States
BUCKSTONE WEST, LLC	3717	700 W NORHERN LIGHTS BLVD		ANCHORAGE	AK	99503	9078847272	United States
BUCKSTONE WEST, LLC	10155	18600 EAGLE RIVER RD		EAGLE RIVER	AK	99577	9076227272	United States
BUCKSTONE WEST, LLC	4527	EIELSON AIR FORCE BASE	BUILDING NO. 3338	EIELSON AFB	AK	99702	907/372-4141	United States
BUCKSTONE WEST, LLC	3911	36 COLLEGE ROAD	BENTLEY MALL	FAIRBANKS	AK	99701	9074557272	United States
BUCKSTONE WEST, LLC	4239	FORT WAINWRIGHT ARMY BASE	BUILDING #3704	FORT WAINWRIGHT	AK	99703	907/451-7272	United States
BUCKSTONE WEST, LLC	4735	2092 JORDAN AVENUE	SUITE 550	JUNEAU	AK	99801	907/463-7272	United States
BUCKSTONE WEST, LLC	4656	43843 STERLING HIGHWAY		SOLDOTNA	AK	99669	907/262-7272	United States
BUCKSTONE WEST, LLC	3661	1451 E PARKS HIGHWAY		WASILLA	AK	99654	9073577272	United States
BUNCH ENTERPRIZES, LLC	4486	6227 NORTH US HWY 1		PORT SAINT JOHN	FL	32927	321/633-7272	United States
C AND R BUSINESS VENTURES, L.L.C.	2744	1656 SOUTH HIGHWAY 92		SIERRA VISTA	AZ	85635-4624	5204597200	United States
C.H.C. ENTERPRISES, INC.	33	425 US HIGHWAY 231 SOUTH		JASPER	IN	47546-3245	8124821166	United States
CAIRO, INC.	2299	754 S. 25TH STREET		EASTON	PA	18042	610/253-4200	United States
CAROLINA PIZZA GROUP, INC.	1998	999 SOUTH FAYETTEVILLE STREET		ASHEBORO	NC	27203	336/629-7272	United States
CAROLINA PIZZA GROUP, INC.	1610	25 TALBERT BOULEVARD		LEXINGTON	NC	27292-4025	3362367272	United States
CAROLINA PIZZA GROUP, INC.	2035	2785 CHARLOTTE HIGHWAY, SUITE 28		MOORESVILLE	NC	28117-9510	7047997272	United States
CAROLINA PIZZA GROUP, INC.	1927	813 RANDOLPH STREET, SUITE D		THOMASVILLE	NC	27360-5714	3364747272	United States
CASCADE DINING LLC	3015	1403 AUBURN WAY SOUTH	UNIT B	AUBURN	WA	98002	2533336400	United States
CASCADE DINING LLC	2612	112 SW 312TH ST.		FEDERAL WAY	WA	98023-4609	2539457575	United States
CASCADE DINING LLC	2208	8813 EDGEWATER DR SW		LAKEWOOD	WA	98499	253/589-2020	United States
CASCADE DINING LLC	2687	17528 MERIDIAN EAST		PUYALLUP	WA	98375-6250	2538413333	United States
CASCADE DINING LLC	2478	101 37TH AVE SE STE. A-1		PUYALLUP	WA	98374	2538402020	United States
CASCADE DINING LLC	4405	102 MILITARY RD EAST	SUITE A-2	TACOMA	WA	98445	253/863-7575	United States
CASCADE DINING LLC	2325	3411 6TH AVE		TACOMA	WA	98406	2537591200	United States
CASCADE DINING LLC	2921	7430 PACIFIC AVE.		TACOMA	WA	98408-7117	2536827272	United States
CAUDILL VENTURES, LLC	4190	120 SHALLOTTE CROSSING PKWY	STE 1	SHALLOTTE	NC	28470	910/754-7575	United States
CAUDILL VENTURES, LLC	4014	7495 HIGH MARKET STREET	UNIT 5	SUNSET BEACH	NC	28468	910/579-8080	United States
CAUDILL VENTURES, LLC	4217	1619 SOUTH POWELL BLVD.		WHITEVILLE	NC	28472	910/640-1588	United States
CC PHILADELPHIA PJ LLC	3201	104 S. 40TH STREET	UNIVERSITY OF PENNSYLVANIA	PHILADELPHIA	PA	19104	2153497272	United States
CGNT LLC	2327	850 F.M. 1960 ROAD WEST	SUITE J-2	HOUSTON	TX	77090	2814449595	United States
CHAPTER TWO-PIZZA, LLC	4959	150 G LIBERTY SQUARE SHOPPING CENTER		KENANSVILLE	NC	28349	910/335-3096	United States
CHOCTAW NATION OF OKLAHOMA	4584	CHOCTAW CASINO RESORT	4216 SOUTH HIGHWAY 69/75	DURANT	OK	74701	580/775-6573	United States
CHOI AND MAN LLC	1905	1160 POST ROAD	SUITE 10	WARWICK	RI	02888	4014617975	United States
CHOOSE THE RIGHT PIZZA, LLC	3595	3203 I 70 BUSINESS LOOP STE. A	NEW WEST STATION	CLIFTON	CO	81520	9702567272	United States
CHOOSE THE RIGHT PIZZA, LLC	1517	1310 NORTH AVENUE		GRAND JUNCTION	CO	81501	9702417272	United States
CLAAC PIZZA AND CONCESSIONS, INC.	3225	589 HARRY L DRIVE		JOHNSON CITY	NY	13790	6077779997	United States
CLOVERLEAF MOTEL, INC.	5094	7097 US 31 SOUTH		CALERA	AL	35040	205/319-3184	United States
CMT PIZZA L.L.C.	4839	806-C SYMPHONY LANE		TUPELO	MS	38804	662/584-2162	United States

COASTAL CITY PIZZA, LLC	358	1338 DEL PRADO BLVD	UNIT 1	CAPE CORAL	FL	33990	2397727277	United States
COASTAL CITY PIZZA, LLC	357	1616 CAPE CORAL PARKWAY WEST, SUITE #106		CAPE CORAL	FL	33914-6973	2395427222	United States
COASTAL CITY PIZZA, LLC	4116	13650 FIDDLESTICKS BLVD	STE 205	FORT MYERS	FL	33912	239/997-7272	United States
COASTAL CITY PIZZA, LLC	2305	5999 SOUTH POINTE BLVD	STE 105	FORT MYERS	FL	33919	2394153737	United States
COASTAL CITY PIZZA, LLC	353	19031 S TAMIAMI TRL		FORT MYERS	FL	33908-4705	2392673322	United States
COASTAL CITY PIZZA, LLC	3472	4901 PALM BEACH BLVD.	STE. 60	FORT MYERS	FL	33905	2396947200	United States
COASTAL CITY PIZZA, LLC	350	3412 CLEVELAND AVENUE		FORT MYERS	FL	33901	2399367272	United States
COASTAL CITY PIZZA, LLC	2556	1416-1418 LEE BLVD.		LEHIGH ACRES	FL	33936-4850	2393033197	United States
COASTAL PIZZA VENTURES, INC.	4956	1283 NC HWY 210		SNEADS FERRY	NC	28460	910/741-3040	United States
CODECO, INC.	1503	4172 CLEMMONS RD		CLEMMONS	NC	27012	336/778-1200	United States
CODECO, INC.	3946	124-A FIVE FORKS DRIVE		KING	NC	27021	336/985-0999	United States
CODECO, INC.	1800	2033 ROCKFORD STREET		MT. AIRY	NC	27030	3367892300	United States
CODECO, INC.	382	1330 SOUTH HAWTHORNE ROAD		WINSTON-SALEM	NC	27103	3367488886	United States
CODECO, INC.	295	2806 FAIRLAWN DRIVE		WINSTON-SALEM	NC	27106	3367259700	United States
CODECO, INC.	139	4968 MARTIN VIEW LANE		WINSTON-SALEM	NC	27104	3366599700	United States
CODECO, INC.	2926	341 EAST HANES MILL ROAD		WINSTON-SALEM	NC	27105-9135	3363772999	United States
CODECO, INC.	2024	1215 CLEMONSVILLE RD		WINSTON-SALEM	NC	27127	3367889004	United States
COLONEL'S LIMITED, LLC	715	764 W BELAIR AVENUE		ABERDEEN	MD	21001	4102727070	United States
COLONEL'S LIMITED, LLC	1435	13860 GEORGIA AVENUE		ASPEN HILL	MD	20906-2924	3016030730	United States
COLONEL'S LIMITED, LLC	4987	3733 BOSTON STREET	THE SHOPS AT CANTON CROSSING	BALTIMORE	MD	21224-5752	410/732-7722	United States
COLONEL'S LIMITED, LLC	717	5246 HARFORD ROAD		BALTIMORE	MD	21214-2623	4103197272	United States
COLONEL'S LIMITED, LLC	524	1200 SOUTH HANOVER STREET	SUITE 103	BALTIMORE	MD	21230-3720	410/783-7272	United States
COLONEL'S LIMITED, LLC	730	4535 FALLS ROAD	FALLS ROAD SHOPPING CENTER	BALTIMORE	MD	21210	4106626262	United States
COLONEL'S LIMITED, LLC	520	7400-E BELAIR ROAD		BALTIMORE	MD	21236	4108827272	United States
COLONEL'S LIMITED, LLC	522	347 EAST 33RD STREET		BALTIMORE	MD	21218	4102437272	United States
COLONEL'S LIMITED, LLC	720	18-C BEL AIR S PKY		BEL AIR	MD	21015	4105696262	United States
COLONEL'S LIMITED, LLC	712	11000 BALTIMORE AVENUE, SUITE 101		BELTSVILLE	MD	20705-2148	3015957171	United States
COLONEL'S LIMITED, LLC	3519	12420 FAIRWOOD PARKWAY SUITE F1		BOWIE	MD	20720	3012628792	United States
COLONEL'S LIMITED, LLC	728	6852 RACE TRACK ROAD		BOWIE	MD	20715-3011	3012627272	United States
COLONEL'S LIMITED, LLC	844	10262 LAKE ARBOR WAY		BOWIE	MD	20721-3132	3014996262	United States
COLONEL'S LIMITED, LLC	526	4809 RITCHIE HIGHWAY		BROOKLYN PARK	MD	21225-3045	4108507272	United States
COLONEL'S LIMITED, LLC	2941	15430-A OLD COLUMBIA PIKE		BURTONSVILLE	MD	20866	3016257272	United States
COLONEL'S LIMITED, LLC	710	618 EDMONDSON AVENUE		CATONSVILLE	MD	21228	4107887272	United States
COLONEL'S LIMITED, LLC	2565	22610 NEWCUT ROAD	SUITE E-1A	CLARKSBURG	MD	20871	301/253-3366	United States
COLONEL'S LIMITED, LLC	1295	6455 OLD ALEXANDRIA FERRY ROAD		CLINTON	MD	20735-1736	3018567272	United States
COLONEL'S LIMITED, LLC	528	10116 YORK ROAD		COCKEYSVILLE	MD	21030	4106836262	United States
COLONEL'S LIMITED, LLC	245	4509 COLLEGE AVENUE		COLLEGE PARK	MD	20740-3323	3012777722	United States
COLONEL'S LIMITED, LLC	714	5485 HARPERS FARM ROAD		COLUMBIA	MD	21044-1106	4109977722	United States
COLONEL'S LIMITED, LLC	716	9350 SNOWDEN RIVER PARKWAY, SUITE I		COLUMBIA	MD	21045-5275	4103127277	United States
COLONEL'S LIMITED, LLC	525	1411 MERRITT BLVD.		DUNDALK	MD	21222	4102856262	United States
COLONEL'S LIMITED, LLC	726	1011 E WOODBRIDGE CENTER WAY, STE. E		EDGEWOOD	MD	21040	4106716262	United States
COLONEL'S LIMITED, LLC	1727	1325 LIBERTY ROAD	SUITE B	ELDERSBURG	MD	21784-6412	4105525000	United States
COLONEL'S LIMITED, LLC	1725	6030 MARSHALEE DRIVE, SUITE 110		ELKRIDGE	MD	21075-5987	4107962202	United States
COLONEL'S LIMITED, LLC	711	8525 BALTIMORE NATIONAL PIKE		ELLICOTT CITY	MD	21043-4290	4104657227	United States
COLONEL'S LIMITED, LLC	724	2017 ROCKSPRING ROAD		FOREST HILL	MD	21050	4106387272	United States
COLONEL'S LIMITED, LLC	1434	18568 WOODFIELD ROAD	ROUTE 124 PLAZA	GAITHERSBURG	MD	20879	3013307272	United States
COLONEL'S LIMITED, LLC	708	1334 DEFENSE HIGHWAY, UNIT H		GAMBRILLS	MD	21054-1950	4107216262	United States
COLONEL'S LIMITED, LLC	668	11522 MIDDLEBROOK ROAD		GERMANTOWN	MD	20876	3015407272	United States
COLONEL'S LIMITED, LLC	529	814 CRAIN HWY S		GLEN BURNIE	MD	21061-3861	4107607272	United States
COLONEL'S LIMITED, LLC	727	8857 GREENBELT ROAD		GREENBELT	MD	20770-2451	3015525656	United States
COLONEL'S LIMITED, LLC	521	1407 SULPHUR SPRING ROAD, SUITE A		HALETHORPE	MD	21227-2796	4102477272	United States
COLONEL'S LIMITED, LLC	4061	2649 ANNAPOLIS ROAD SUITE F		HANOVER	MD	21075	410/519-7272	United States
COLONEL'S LIMITED, LLC	719	1817 EAST WEST HIGHWAY		HYATTSVILLE	MD	20783-3032	3014221717	United States

COLONEL'S LIMITED, LLC	190	13919 BALTIMORE AVENUE	STE 7	LAUREL	MD	20707-5044	3014907272	United States
COLONEL'S LIMITED, LLC	1728	8851 GORMAN ROAD, SUITE 300		LAUREL	MD	20723	3017259404	United States
COLONEL'S LIMITED, LLC	703	529 SOUTH CAMP MEADE ROAD, SUITE 104A		LINTHICUM HEIGHTS	MD	21090-2740	4106842777	United States
COLONEL'S LIMITED, LLC	707	115 BEACON ROAD		MIDDLE RIVER	MD	21220-3504	4103916262	United States
COLONEL'S LIMITED, LLC	845	8445 ANNAPOLIS ROAD, SUITE B		NEW CARROLLTON	MD	20784-3011	3014597272	United States
COLONEL'S LIMITED, LLC	2377	12136 DARNESTOWN RD		NORTH POTOMAC	MD	20878	3019267272	United States
COLONEL'S LIMITED, LLC	718	9103 BELAIR ROAD		NOTTINGHAM	MD	21236-1602	4105297272	United States
COLONEL'S LIMITED, LLC	723	1200 ANNAPOLIS ROAD		ODENTON	MD	21113-1311	4106747272	United States
COLONEL'S LIMITED, LLC	2809	3227 SPARTAN ROAD		OLNEY	MD	20832-2335	3012602727	United States
COLONEL'S LIMITED, LLC	333	3201 MOUNTAIN ROAD		PASADENA	MD	21122-2056	4102555858	United States
COLONEL'S LIMITED, LLC	709	9038 LIBERTY ROAD		RANDALLSTOWN	MD	21133-3921	4106550007	United States
COLONEL'S LIMITED, LLC	523	11708-A REISTERSTOWN ROAD		REISTERSTOWN	MD	21136	4108332777	United States
COLONEL'S LIMITED, LLC	667	15100 FREDERICK ROAD		ROCKVILLE	MD	20850-1108	3013407272	United States
COLONEL'S LIMITED, LLC	3051	11638 ROCKVILLE PIKE		ROCKVILLE	MD	20852	3018164800	United States
COLONEL'S LIMITED, LLC	527	586 BENFIELD ROAD		SEVERNA PARK	MD	21146-2530	4105446262	United States
COLONEL'S LIMITED, LLC	850	108 UNIVERSITY BOULEVARD WEST		SILVER SPRING	MD	20901-2440	3016814400	United States
COLONEL'S LIMITED, LLC	530	201 YORK RD		TOWSON	MD	21204-5208	4108217272	United States
COLONEL'S LIMITED, LLC	706	1513 EAST JOPPA ROAD		TOWSON	MD	21286-5912	4102967272	United States
COLONEL'S LIMITED, LLC	1726	5010 BROWN STATION ROAD, SUITE 140		UPPER MARLBORO	MD	20772-9124	3016277073	United States
COLONEL'S LIMITED, LLC	1132	11911 BUSINESS PARK DRIVE		WALDORF	MD	20601-2956	3016387900	United States
COLONEL'S LIMITED, LLC	1729	1156 SMALLWOOD DR.	ST. CHARLES TOWNE PLAZA	WALDORF	MD	20603	3018852307	United States
COLONEL'S LIMITED, LLC	729	250 ENGLAR RD		WESTMINSTER	MD	21157	4108487722	United States
COLONEL'S LIMITED, LLC	722	11915 GEORGIA AVENUE		WHEATON	MD	20902-2065	3019496227	United States
COLONEL'S LIMITED, LLC	705	1826 WOODLAWN DRIVE, UNIT 9&10		WOODLAWN	MD	21207-4050	4102656262	United States
COLONEL'S LIMITED, LLC	1436	4106 MT VERNON AVENUE		ALEXANDRIA	VA	22305-2226	7032999555	United States
COLONEL'S LIMITED, LLC	848	7646 RICHMOND HWY	MOUNT VERNON PLAZA	ALEXANDRIA	VA	22306	7037688484	United States
COLONEL'S LIMITED, LLC	846	5860 KINGSTOWNE CENTER, SUITE #140		ALEXANDRIA	VA	22315-5705	7037197272	United States
COLONEL'S LIMITED, LLC	842	6200 RICHMOND HWY		ALEXANDRIA	VA	22303	7037658484	United States
COLONEL'S LIMITED, LLC	830	4529 DUKE ST		ALEXANDRIA	VA	22304	7038236262	United States
COLONEL'S LIMITED, LLC	836	2108 N GLEBE RD		ARLINGTON	VA	22207	7035223737	United States
COLONEL'S LIMITED, LLC	1433	2440 WILSON BOULEVARD		ARLINGTON	VA	22201	7032437772	United States
COLONEL'S LIMITED, LLC	843	1014 S GLEBE RD		ARLINGTON	VA	22204	703/271-8000	United States
COLONEL'S LIMITED, LLC	2400	44110 ASHBURN VILLAGE BOULEVARD, SUITE 132		ASHBURN	VA	20147-3999	7037297272	United States
COLONEL'S LIMITED, LLC	3461	43680 WAXPOOL RD.		ASHBURN	VA	20147-6703	7037249060	United States
COLONEL'S LIMITED, LLC	800	13826 BRADDOCK ROAD, SUITE E		CENTREVILLE	VA	20121-2454	7032667272	United States
COLONEL'S LIMITED, LLC	700	13886 METRO TECH DRIVE		CHANTILLY	VA	20151-3244	7038037272	United States
COLONEL'S LIMITED, LLC	840	10782 E FAIRFAX BLVD		FAIRFAX	VA	22030-4379	7035916800	United States
COLONEL'S LIMITED, LLC	835	5860 COLUMBIA PIKE	STE 101	FALLS CHURCH	VA	22041	7033797474	United States
COLONEL'S LIMITED, LLC	3500	8126 ARLINGTON BLVD.		FALLS CHURCH	VA	22042	7035327272	United States
COLONEL'S LIMITED, LLC	831	500 W. BROAD STREET		FALLS CHURCH	VA	22046	7032377272	United States
COLONEL'S LIMITED, LLC	999	2571 JOHN MILTON DRIVE		HERNDON	VA	20171-2527	7034767272	United States
COLONEL'S LIMITED, LLC	600	150 ELDEN ST	SUITE 140	HERNDON	VA	20170-4831	7034357272	United States
COLONEL'S LIMITED, LLC	1999	525 EAST MARKET STREET, SUITE I		LEESBURG	VA	20176-4171	7037717272	United States
COLONEL'S LIMITED, LLC	834	1300 OLD CHAIN BRIDGE ROAD		MCLEAN	VA	22101	7034487400	United States
COLONEL'S LIMITED, LLC	2940	1020 E MAIN STREET #D	MAIN STREET STATION	PURCELLVILLE	VA	20132	5403387272	United States
COLONEL'S LIMITED, LLC	1233	20789 GREAT FALLS PLZ	#168	STERLING	VA	20165	7034217272	United States
COLONEL'S LIMITED, LLC	3211	24555 DULLES LANDING DRIVE	STE 140	STERLING	VA	20166	703/662-7272	United States
COLONEL'S LIMITED, LLC	433	22034 SHAW RD. STE. 118		STERLING	VA	20164	7034447272	United States
COLONEL'S LIMITED, LLC	2532	8501 TYCO ROAD BAY #1-A		VIENNA	VA	22182-75050	7037608484	United States
COLONEL'S LIMITED, LLC	1916	112 LAWYERS ROAD		VIENNA	VA	22180	7032817272	United States
COLORADO TCC FAMILY PIZZA COMPANY, LLC	4858	1021 MARKET PLAZA	SAFEWAY CENTER STE106	PUEBLO WEST	CO	81007	719/547-7676	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	4674	SOUTHEASTERN UNIVERSITY	LIVING AND LEARNING BUILDING	LAKELAND	FL	33801	863/279-7072	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	4097	139 ROTCH STREET	EMMANUEL COLLEGE	FRANKLIN SPRINGS	GA	30639	706/245-2888	United States

COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5221	BOISE STATE UNIVERSITY	INTERACTIVE LEARNING CENTER BLDG	BOISE	ID	83725	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	3989	NORTH CENTRAL COLLEGE	CAGE BUILDING FOOD CT	NAPERVILLE	IL	60540	815/904-3677	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	4524	BANKERS LIFE FIELDHOUSE	INDIANAPOLIS PACERS - 125 SOUTH PENNSYLVAI	INDIANAPOLIS	IN	46204	317/519-9239	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	4369	LOUISIANA STATE UNIVERSITY	TAKE 5 FOOD COURT	BATON ROUGE	LA	70803	225/578-2342	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	3677	459 OUTTAKES FOOD COURT	LSU CAMPUS ON HIGHLAND RD	BATON ROUGE	LA	70803	225/445-2032	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5174	LONG BEACH HIGH SCHOOL	300 E. OLD PASS ROAD	LONG BEACH	MS	39560	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5060	BOILING SPRINGS SC HIGH SCHOOL	2251 OLD FURNACE RD	BOILING SPRINGS	SC	29316	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5107	Boiling Springs High School Freshmen Academy	2251 Old Furnace Rd	Boiling Springs	SC	29316	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5052	LANDRUM HIGH SCHOOL	18818 ASHEVILLE HWY	CAMPOBELLO	SC	29322	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5061	CHESNEE SC HIGH SCHOOL	795 S. ALABAMA	CHESNEE	SC	29323	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5096	BYRNES HIGH SCHOOL	150 EAST MAIN STREET	DUNCAN	SC	29334	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5097	BYRNES FRESHMAN ACADEMY SCHOOL	100 ROWE STREET	DUNCAN	SC	29334	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5051	CHAPMAN HIGH SCHOOL	1420 COMPTON BRIDGE RD	INMAN	SC	29349	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5167	451 HERITAGE HILLS DRIVE		SPARTANBURG	SC	29307	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5168	467 S. CHURCH STREET		SPARTANBURG	SC	29306	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5169	50 EMORY ROAD		SPARTANBURG	SC	29307	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5036	SPARTANBURG HIGH SCHOOL	CAFETERIA	SPARTANBURG	SC	29303	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	5059	BROOME HIGH SCHOOL	381 CHERRYHILL RD	SPARTANBURG	SC	29307	000/000-0000	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	4762	TENNESSEE TECHNOLOGICAL UNIVERSITY	THE PERCH AT WOMENS QUAD	COOKEVILLE	TN	38505	931/372-6473	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	3827	CUMBERLAND UNIVERSITY	ONE CUMBERLAND SQUARE	LEBANON	TN	37087-3408	615/566-8517	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	3795	LAMAR UNIVERSITY	4400 MLK BLVD.	BEAUMONT	TX	77710	409/880-7647	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	3908	UNIVERSITY OF TEXAS - DALLAS	RESIDENCE HALL WEST	RICHARDSON	TX	75080	502/502-5022	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	4485	TEXAS STATE UNIVERSITY	301 STUDENT CENTER DRIVE	SAN MARCOS	TX	78666	512/245-9930	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	4373	SOUTHERN UTAH UNIVERSITY	SHARWAN SMITH STUDENT CENTER	CEDAR CITY	UT	84720	435/865-8501	United States
COMPASS GROUP USA, INC. D/B/A CHARTWELLS	4011	RADFORD UNIVERSITY - DALTON HALL	798 FAIRFAX STREET	RADFORD	VA	24142	540/831-5496	United States
CRAVU-2, INC.	4690	420 N EUCLID AVE.		ONTARIO	CA	91762-3428	909/986-7272	United States
CRESTWOOD PIZZA, INC.	24	6535 W. HWY 22		CRESTWOOD	KY	40014	5022417272	United States
CRESTWOOD PIZZA, INC.	39	1848 SOUTH HIGHWAY 53		LAGRANGE	KY	40031-8566	5022257272	United States
CRIMALDI ENTERPRISES, INC.	995	1315 4TH STREET N.W.		NEW PHILADELPHIA	OH	44663	3303642900	United States
CROCKETT ENTERPRISES, INC.	4821	DAVY CROCKETT TRAVEL CENTER	195 VAN HILL ROAD	GREENEVILLE	TN	37745	423/234-7272	United States
D & M PROPERTIES, LLC	4318	BIG D #2 CONVENIENCE STORE	2406 5TH AVE	BELLE FOURCHE	SD	57717	605/892-2411	United States
D & M PROPERTIES, LLC	3581	15003 STURGIS ROAD	ELK CREEK VALLEY MARKET CONOCO (CONVENIE	PIEDMONT	SD	57769	6057219999	United States
D & M PROPERTIES, LLC	4319	BIG D #18 CONVENIENCE STORE	100 RAMPART DRIVE	WRIGHT	WY	82732	307/464-0625	United States
DAJLE INC.	5054	2136 S FREMONT AVE.		ALHAMBRA	CA	91803	626/642-5645	United States
DAJLE INC.	2833	3970 SOUTH SEPULVEDA BOULEVARD, SUITE 1		CULVER CITY	CA	90230-4633	3106361600	United States
DAJLE INC.	2230	1963 PCH		LOMITA	CA	90717-2647	3108911600	United States
DAJLE INC.	2593	1301 WESTWOOD BLVD.		LOS ANGELES	CA	90024-4901	3104782999	United States
DAJLE INC.	2797	11841 WILSHIRE BOULEVARD		LOS ANGELES	CA	90025-6601	3104732000	United States
DAJLE INC.	1874	301 W LAS TUNAS		SAN GABRIEL	CA	91776	6264578989	United States
DAMARA 2 LLC	4204	19330 LIGHTHOUSE PLAZA BLVD		REHOBOTH	DE	19971	302/226-7992	United States
DAMARA DOVER CORP.	1325	1243 NORTH DUPONT HIGHWAY		DOVER	DE	19901-8703	3027342990	United States
DAMARA MANAGEMENT CORP.	4024	4000 SOUTH DUPONT HWY		DOVER	DE	19901	302/698-9200	United States
DAMARA MANAGEMENT CORP.	4672	28417 DUPONT BLVD.	UNIT 5	MILLSBORO	DE	19966	302/934-5333	United States
DAMARA MANAGEMENT CORP.	4588	1093 SOUTH DUPONT BLVD		SMYRNA	DE	19977	302/389-6435	United States
DAMARA MILFORD CORP.	3947	941 NORTH DUPONT BLVD.	SUITE F	MILFORD	DE	19963	3024225525	United States
DAMARA SEAFORD CORP.	4236	22933 SUSSEX HIGHWAY		SEAFORD	DE	19973	302/628-3300	United States
DANJOE'S PIZZA, INC.	1228	439 CAMBRIDGE RD		COSHOCTON	OH	43812	740/623-8483	United States
DAOUD PIZZA INC	4560	2668 MONTEREY HIGHWAY		SAN JOSE	CA	95111	408/293-7272	United States
DBA PIZZA, LLC	1883	126 DRURY DRIVE		LAPLATA	MD	20646	3019340400	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	2041	4745 29TH SE		DEL CITY	OK	73115	4056199500	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	1329	109 E. SECOND ST.		EDMOND	OK	73034	4058447900	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	2369	1040 S DOUGLAS BLVD		MIDWEST CITY	OK	73130	4057417900	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	1291	735 NW 12TH ST		MOORE	OK	73160	4057937100	United States

DCT ENTERPRISES OF OKLAHOMA, INC.	1894	2204 SOUTHWEST 74TH ST		OKLAHOMA CITY	OK	73159	4056817000	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	1660	10908 N.MAY AVE		OKLAHOMA CITY	OK	73120-6202	405/302-0123	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	1989	2129 23RD STREET NW		OKLAHOMA CITY	OK	73107	4055287900	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	1544	7011 NORTHWEST EXPRESSWAY		OKLAHOMA CITY	OK	73132	4057221800	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	1833	3627 N MAC ARTHUR BLVD		WARR ACRES	OK	73122	4057877100	United States
DCT ENTERPRISES OF OKLAHOMA, INC.	2829	107 EAST VANDAMENT AVENUE		YUKON	OK	73099-4706	4053507200	United States
DCT LAWRENCE LLC	969	918 MISSISSIPPI ST.		LAWRENCE	KS	66044	7858655775	United States
DCT OHIO, LLC	4627	3876 MORSE ROAD		COLUMBUS	OH	43219-3014	614/418-9000	United States
DCT OHIO, LLC	566	4683 MORSE RD.		COLUMBUS	OH	43230	6144783322	United States
DCT OHIO, LLC	221	2906 E. MAIN STREET		COLUMBUS	OH	43209	6142357300	United States
DCT OHIO, LLC	220	2108 N. HIGH ST.		COLUMBUS	OH	43201	6142997272	United States
DCT OHIO, LLC	131	3691 SULLIVANT AVE		COLUMBUS	OH	43228	6142725100	United States
DCT OHIO, LLC	130	1314 BETHEL ROAD		COLUMBUS	OH	43220	6144577272	United States
DCT OHIO, LLC	2890	4960 WEST BROAD STREET		COLUMBUS	OH	43228-1604	6148516544	United States
DCT OHIO, LLC	363	860 PARSONS AVENUE		COLUMBUS	OH	43206	6144437272	United States
DCT OHIO, LLC	362	998 WEST FIFTH AVENUE		COLUMBUS	OH	43212	6144211700	United States
DCT OHIO, LLC	361	7430 SAWMILL ROAD		COLUMBUS	OH	43235	6147911155	United States
DCT OHIO, LLC	624	1692 MORSE ROAD		COLUMBUS	OH	43229	6148446333	United States
DCT OHIO, LLC	360	108 SOUTH SANDUSKY		DELAWARE	OH	43015	7403697272	United States
DCT OHIO, LLC	3372	7172 MUIRFIELD DRIVE		DUBLIN	OH	43017	6147892222	United States
DCT OHIO, LLC	2684	2354 STRINGTOWN RD		GROVE CITY	OH	43123-3927	6145397272	United States
DCT OHIO, LLC	625	566 HEBRON ROAD		HEATH	OH	43056	7405221661	United States
DCT OHIO, LLC	811	3644 MAIN STREET		HILLIARD	OH	43026	6147774545	United States
DCT OHIO, LLC	286	728 NORTH MEMORIAL DRIVE		LANCASTER	OH	43130	7406531555	United States
DCT OHIO, LLC	802	201 S MAIN ST		MANSFIELD	OH	44902	4195261000	United States
DCT OHIO, LLC	626	254 EAST CENTER STREET		MARION	OH	43302	7403879966	United States
DCT OHIO, LLC	4031	1201 HILL RD. NORTH		PICKERINGTON	OH	43147	614/864-7272	United States
DCT OHIO, LLC	4297	8730 MORELAND DRIVE	STE A	POWELL	OH	43065	740/881-7272	United States
DCT OHIO, LLC	1264	7061 E MAIN ST		REYNOLDSBURG	OH	43068	6147518000	United States
DCT OHIO, LLC	4708	760 NORTH STATE STREET		WESTERVILLE	OH	43082	614/948-3777	United States
DCT OHIO, LLC	2685	8304 SANCUS BOULEVARD		WESTERVILLE	OH	43081-7507	6145470117	United States
DCT OHIO, LLC	567	503 SOUTH STATE STREET		WESTERVILLE	OH	43081	6148956777	United States
DCT SAVANNAH LLC	459	553 WEST OGLETHORPE HWY		HINESVILLE	GA	31313	9128777272	United States
DCT SAVANNAH LLC	3394	950 - D MORGANS CORNER ROAD		POOLER	GA	31322	9124507272	United States
DCT SAVANNAH LLC	781	2119 EAST VICTORY DRIVE		SAVANNAH	GA	31404	9123528500	United States
DCT SAVANNAH LLC	880	444 JOHNNY MERCER BLVD.	SUITE K	SAVANNAH	GA	31410	9128975300	United States
DCT SAVANNAH LLC	637	11613 ABERCORN STREET		SAVANNAH	GA	31419	9129202500	United States
DCT SAVANNAH LLC	1182	7401 SKIDAWAY ROAD		SAVANNAH	GA	31406	9126911200	United States
DCT SAVANNAH LLC	374	620 FAIR ROAD		STATESBORO	GA	30458	9128717272	United States
DCT SAVANNAH LLC	2927	80 BAYLOR DRIVE STE 103	BLUFFTON COMMONS	BLUFFTON	SC	29910	8438157272	United States
DCT SAVANNAH LLC	1290	24 PALMETTO BAY ROAD		HILTON HEAD ISLAND	SC	29928	8433413400	United States
DCT TEXAS II, LLC	2749	239 FM 1960 BYPASS RD E		HUMBLE	TX	77338	2814463333	United States
DCT TEXAS II, LLC	3689	20875 FM 1485 G		NEW CANEY	TX	77357	2816898400	United States
DCT TEXAS LLC	1860	7591 FM 1960 E		ATASCOSITA (HUMBLE)	TX	77346	2818127272	United States
DCT TEXAS LLC	1293	4605 GARTH RD		BAYTOWN	TX	77521	2814277200	United States
DCT TEXAS LLC	4582	228 HWY 290 WEST		BRENHAM	TX	77833	979/836-7272	United States
DCT TEXAS LLC	1615	1741 UNIVERSITY DR. E.		COLLEGE STATION	TX	77840-2662	979/846-3600	United States
DCT TEXAS LLC	2870	1740 ROCK PRAIRIE ROAD		COLLEGE STATION	TX	77845-5900	9796800508	United States
DCT TEXAS LLC	587	1201 A LOOP 336 WEST		CONROE	TX	77301	9367568899	United States
DCT TEXAS LLC	5163	10161 SH 242		CONROE	TX	77385	936/235-2222	United States
DCT TEXAS LLC	4574	7014 FRY ROAD #112		CYPRESS	TX	77433	832/427-5957	United States
DCT TEXAS LLC	3596	26281 NW FREEWAY #250		CYPRESS	TX	77429	2817583550	United States
DCT TEXAS LLC	2013	13050 LOUETTA ROAD, SUITE 200		CYPRESS	TX	77429	2812514600	United States

DCT TEXAS LLC	946	4138 CENTER ST		DEER PARK	TX	77536	2819300010	United States
DCT TEXAS LLC	3693	2251 FM 646		DICKINSON	TX	77539	2813377272	United States
DCT TEXAS LLC	1239	210 EAST PARKWOOD, SUITE A		FRIENDSWOOD	TX	77546	2814828700	United States
DCT TEXAS LLC	1567	6600 SEAWALL BLVD		GALVESTON	TX	77551	4097417272	United States
DCT TEXAS LLC	2780	8200 S MAIN ST. STE. 200		HOUSTON	TX	77025	7136610845	United States
DCT TEXAS LLC	4828	13055 W. LAKE HOUSTON PKWY	SHOPS AT SUMMERWOOD	HOUSTON	TX	77044-5391	832/448-2743	United States
DCT TEXAS LLC	990	12120 JONES ROAD		HOUSTON	TX	77070	2819555522	United States
DCT TEXAS LLC	1364	9110 JONES ROAD # 133		HOUSTON	TX	77065	2818074242	United States
DCT TEXAS LLC	1379	1002 BAY AREA BLVD		HOUSTON	TX	77058	2812860770	United States
DCT TEXAS LLC	614	3040 FM 1960 EAST	SUITE 125	HOUSTON	TX	77073	2818212424	United States
DCT TEXAS LLC	649	4857 FM 1960 RD WEST		HOUSTON	TX	77069	2815837888	United States
DCT TEXAS LLC	3334	RELIANT EXPO CENTER	ONE RELIANT PARK	HOUSTON	TX	77054	000/000-0000	United States
DCT TEXAS LLC	1995	12500 BRIAR FOREST DRIVE		HOUSTON	TX	77077	2817597800	United States
DCT TEXAS LLC	3648	MINUTE MAID PARK	501 CRAWFORD ST.	HOUSTON	TX	77002	000/000-0000	United States
DCT TEXAS LLC	2909	NRG STADIUM	1 RELIANT PARK	HOUSTON	TX	77002	8327040911	United States
DCT TEXAS LLC	2142	2620 S. SHEPHERD DRIVE, SUITE B		HOUSTON	TX	77098	713/874-1999	United States
DCT TEXAS LLC	694	8588 WESTEIMER		HOUSTON	TX	77063	713/978-7272	United States
DCT TEXAS LLC	695	9718 HILLCROFT		HOUSTON	TX	77096	7139957977	United States
DCT TEXAS LLC	803	7700 HWY 6 N	STE 102	HOUSTON	TX	77095	2818550888	United States
DCT TEXAS LLC	742	6455 WEST 43RD STREET		HOUSTON	TX	77092	7139571919	United States
DCT TEXAS LLC	852	3026 CHIMNEY ROCK ROAD		HOUSTON	TX	77056	7139537888	United States
DCT TEXAS LLC	1817	10665 FUQUA STREET		HOUSTON	TX	77089	7139469292	United States
DCT TEXAS LLC	885	2838 HIGHWAY 6 SOUTH, SUITE D		HOUSTON	TX	77082-1708	2815687272	United States
DCT TEXAS LLC	1259	1420 W 11TH ST	AT DURHAM	HOUSTON	TX	77008	7138630099	United States
DCT TEXAS LLC	1606	2128 SOUTH SAM HOUSTON AVENUE		HUNTSVILLE	TX	77340	9362959555	United States
DCT TEXAS LLC	791	1514 S. MASON RD		KATY	TX	77450	2813950100	United States
DCT TEXAS LLC	1824	3719 N FRY ROAD STE A		KATY	TX	77449	2816467272	United States
DCT TEXAS LLC	3649	455 KATY FT. BEND RD. STE 400		KATY	TX	77494	2813911170	United States
DCT TEXAS LLC	3415	9727 SPRING GREEN BLVD	SUITE 800	KATY	TX	77494	281/347-7272	United States
DCT TEXAS LLC	870	2855 W LAKE HOUSTON PKY	SPACE 109	KINGWOOD	TX	77339	2813617272	United States
DCT TEXAS LLC	1902	210 -A WEST FAIRMONT PARKWAY		LA PORTE	TX	77571	2818427272	United States
DCT TEXAS LLC	1587	121 HIGHWAY 332 WEST, SUITE I		LAKE JACKSON	TX	77566-4099	9792859222	United States
DCT TEXAS LLC	1552	2800 MARINA BAY DRIVE, SUITE D		LEAGUE CITY	TX	77573-2762	2815382838	United States
DCT TEXAS LLC	3409	6313 FM 1488 RD STE. G		MAGNOLIA	TX	77354	2813562624	United States
DCT TEXAS LLC	5113	4340 SIENNA PKWY #112		MISSOURI CITY	TX	77459	832/944-8700	United States
DCT TEXAS LLC	2082	6262 HIGHWAY 6 SOUTH		MISSOURI CITY	TX	77459	2812083737	United States
DCT TEXAS LLC	5183	13520 LAKES OF CHAMPIONS BLVD		MONT BELVIEU	TX	77523	281/385-8020	United States
DCT TEXAS LLC	3576	18442 HIGHWAY 105 WEST		MONTOGOMERY	TX	77356	9365825882	United States
DCT TEXAS LLC	2919	10223 BROADWAY STREET, SUITE S		PEARLAND	TX	77584-7880	7134365363	United States
DCT TEXAS LLC	1588	3405 BROADWAY ST		PEARLAND	TX	77581	2814120202	United States
DCT TEXAS LLC	2196	7770 W GRAND PRKWY S. STE C		RICHMOND	TX	77406	832/471-6112	United States
DCT TEXAS LLC	2946	21187 KUYKENDAHL ROAD		SPRING	TX	77379	2813209884	United States
DCT TEXAS LLC	4657	2725 RAYFORD RD.	RAYFORD VILLAGE RETAIL CENTER	SPRING	TX	77386	281/298-7272	United States
DCT TEXAS LLC	2629	8312 LOUETTA RD		SPRING	TX	77379-6734	2812518855	United States
DCT TEXAS LLC	1861	8000 RESEARCH FORREST DRIVE #105		SPRING	TX	77382	2812988500	United States
DCT TEXAS LLC	3895	13582 UNIVERSITY BLVD, SUITE 300		SUGAR LAND	TX	77479	281/545-1212	United States
DCT TEXAS LLC	2779	11545 S HIGHWAY 6		SUGARLAND	TX	77478	2812777207	United States
DCT TEXAS LLC	3333	CYNTHIA WOODS MITCHELL PAVILION	2005 LAKE ROBBINS DRIVE	THE WOODLANDS	TX	77380	000/000-0000	United States
DCT TEXAS LLC	1107	25118-A GROGANS MILL RD.	WOODLANDS HOLLYWOOD VIDEO	THE WOODLANDS	TX	77380-2248	2813628222	United States
DCT TEXAS LLC	2177	28418 STATE HIGHWAY 249	STE C	TOMBALL	TX	77375	2812554545	United States
DEJA VU PIZZA, LLC	962	902 WEST NORTHLAND AVENUE		APPLETON	WI	54914-1421	9203807272	United States
DEJA VU PIZZA, LLC	3695	4055 E CALUMET ST		APPLETON	WI	54915	9209937272	United States
DEJA VU PIZZA, LLC	1655	807 MAIN AVE, SUITE 809		DE PERE	WI	54115-1334	9209837272	United States

DEJA VU PIZZA, LLC	4128	459 WEST JOHNSON STREET		FOND DU LAC	WI	54935	920/322-1122	United States
DEJA VU PIZZA, LLC	1499	1930 EAST MASON STREET		GREEN BAY	WI	54302-3923	9204697272	United States
DEJA VU PIZZA, LLC	1008	1111 PACKERLAND ROAD		GREEN BAY	WI	54304-1333	9204909200	United States
DEJA VU PIZZA, LLC	1225	150 WISCONSIN STREET		OSHKOSH	WI	54901-3561	9202327272	United States
DEJA VU PIZZA, LLC	1570	2632 CALUMET STREET		SHEBOYGAN	WI	53083-3833	9202087272	United States
DEJA VU PIZZA, LLC	4902	101 DIVISION ST		STEVENS POINT	WI	54481	715/972-1414	United States
DEJA VU PIZZA, LLC	5187	221 STEWART AVE STE A		WAUSAU	WI	54401	715/803-4588	United States
DEL SERVICES LLC	3118	770 S. MEADOWS PKWY., SUITE C3		RENO	NV	89521	7758513232	United States
DEL SERVICES LLC	4873	885 SPARKS BLVD	STE 100	SPARKS	NV	89434	775/683-3535	United States
DELICIOUS PIZZA LLC	4658	20 COURTHOUSE SQUARE		CLEVELAND	GA	30528	706/865-0110	United States
DELICIOUS PIZZA LLC	4782	112 WALMART WAY #C-8		EASTANOLLE	GA	30538	706/898-6786	United States
DELONG VENTURES, INC.	2514	707 PARK ST		CUMBERLAND	MD	21502-3172	3017247300	United States
DENARD ENTERPRISES INC.	3811	CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT	MAIN CONCOURSE FOOD COURT	CHARLOTTE	NC	28219	704/359-8001	United States
DEPTFORD PJ LLC	2130	1000 COOPER STREET		DEPTFORD	NJ	08096-3011	8562511115	United States
DHILLON & GILL, INC.	5004	2169 SUNSET BLVD. SUITE 400		ROCKLIN	CA	95765	916/250-6902	United States
DIABO HOSPITALITY INC	1595	1809 SOUTH CENTRE CITY PARKWAY		ESCONDIDO	CA	92025-6525	7607455555	United States
DIAMOND E-5 LLC	4676	1901 RANKIN HWY, SUITE 110	MIDLAND STATION	MIDLAND	TX	79701	432/684-4884	United States
DM RESTAURANT VENTURES LLC	5065	4237 N EXPRESSWAY #77		BROWNSVILLE	TX	78520	956/435-8000	United States
DMD MINNESOTA 1017 LLC	1017	1909 SUBURBAN AVENUE		SAINT PAUL	MN	55119	651/735-1002	United States
DMD MINNESOTA 1091 LLC	1091	1960 DONEGAL ROAD		WOODBURY	MN	55125-5801	6517310113	United States
DMD MINNESOTA 1092 LLC	1092	4618 NICOLLET AVENUE		MINNEAPOLIS	MN	55419	6128220515	United States
DMD MINNESOTA 1116 LLC	1116	1133 LARPENTEUR AVENUE WEST		ROSEVILLE	MN	55113-6335	6514879990	United States
DMD MINNESOTA 1134 LLC	1134	2226 HENNEPIN AVENUE		MINNEAPOLIS	MN	55405-2737	6123745622	United States
DMD MINNESOTA 1162 LLC	1162	479 87TH LANE NORTHEAST		MINNEAPOLIS	MN	55434-1025	7637853381	United States
DMD MINNESOTA 1190 LLC	1190	2639 UNIVERSITY AVE SE	SUITE 130	MINNEAPOLIS	MN	55414	612/379-8890	United States
DMD MINNESOTA 1216 LLC	1216	6314 MINNETONKA BOULEVARD		SAINT LOUIS PARK	MN	55416-2061	9529278300	United States
DMD MINNESOTA 1222 LLC	1222	740 WEST 78TH STREET		RICHFIELD	MN	55423-3914	6128615150	United States
DMD MINNESOTA 1256 LLC	1256	11313 HWY 7	COUNTRY VILLAGE CENTER	MINNETONKA	MN	55305	952/930-3569	United States
DMD MINNESOTA 1274 LLC	1274	15465 CEDAR AVENUE, SUITE 140		APPLE VALLEY	MN	55124-3401	9528912929	United States
DMD MINNESOTA 1285 LLC	1285	7726 OLSON MEMORIAL HIGHWAY		GOLDEN VALLEY	MN	55427-4708	7635930780	United States
DMD MINNESOTA 1514 LLC	1514	504 LEXINGTON PARKWAY SOUTH	RANDOLPH HILL S/C	SAINT PAUL	MN	55105	6512280252	United States
DMD MINNESOTA 1573 LLC	1573	224 PIONEER TRAIL		CHASKA	MN	55318-1169	9523619573	United States
DMD MINNESOTA 1632 LLC	1632	3344 PROMENADE AVENUE, SUITE 107		EAGAN	MN	55121-2261	6516880550	United States
DMD MINNESOTA 1634 LLC	1634	3500 VICKSBURG LANE, SUITE 300		PLYMOUTH	MN	55447-1334	7635099756	United States
DMD MINNESOTA 1717 LLC	1717	14160 HIGHWAY 13 SOUTH		SAVAGE	MN	55378-2192	9522262611	United States
DMD MINNESOTA 1720 LLC	1720	4121 LAKELAND AVENUE NORTH		ROBBINSDALE	MN	55422-1831	7635337272	United States
DMD MINNESOTA 1722 LLC	1722	12547 CENTRAL AVENUE NORTHEAST		BLAINE	MN	55434-4861	7638627272	United States
DMD MINNESOTA 1838 LLC	1838	2515 WHITE BEAR AVENUE		MAPLEWOOD	MN	55109-5159	6517738494	United States
DMD MINNESOTA 1936 LLC	1936	4610 85TH AVENUE NORTH, SUITE 16A		BROOKLYN PARK	MN	55443-1957	7634934410	United States
DMD MINNESOTA 1939 LLC	1939	5098 CENTRAL AVENUE NORTHEAST		COLUMBIA HEIGHTS	MN	55421-1872	7635718382	United States
DMD MINNESOTA 4262 LLC	4262	10506 FRANCE AVENUE SOUTH		BLOOMINGTON	MN	55431	952/884-7272	United States
DMD MINNESOTA 4350 LLC	4350	2040 CLIFF ROAD		EAGAN	MN	55122	651/251-1700	United States
DMD MINNESOTA 4402 LLC	4402	1330 ROBERT STREET SOUTH		WEST ST PAUL	MN	55118	651/455-7272	United States
DMD MINNESOTA 4927 LLC	4927	17668 KENWOOD TRAIL		LAKEVILLE	MN	55044	952/892-1040	United States
DMP OF CITRUS COUNTY, INC.	2695	4552 S SUNCOAST BLVD		HOMOSASSA	FL	34446-1103	3526287272	United States
DMP OF CITRUS COUNTY, INC.	2827	2617 HIGHWAY 44 WEST		INVERNESS	FL	34453-3725	3527269700	United States
DODGE CITY TRAVEL CENTER, INC.	4947	DODGE CITY PETRO TRAVEL CENTER	426 AL HWY 69 SOUTH	HANCEVILLE	AL	35077	256/615-6177	United States
DOMINO FOOD AND FUEL, INC.	4836	1235 NE 10TH STREET		BLANCHARD	OK	73010	405/485-2911	United States
DOMINO FOOD AND FUEL, INC.	4673	WOODWARD OK TRAVEL PLAZA	DOMINO FOOD AND FUEL, INC.	WOODWARD	OK	73801	580/377-3444	United States
DOUBLE PLEASANT INVESTMENTS, LP	5035	813 S JEFFERSON AVE.		MOUNT PLEASANT	TX	75455	903/717-3177	United States
DOUGHRIFIC DEVELOPMENT INC	4189	6213 RIVERVIEW CROSSING		KNOXVILLE	TN	37924	865/226-7272	United States
DOUGHRIFIC DEVELOPMENT INC	4829	SMOKIES STADIUM	3540 LINE DRIVE	KODAK	TN	37764	865/806-9589	United States
DOYLESTOWN PJ LLC	1223	812 N EASTON ROAD	UNIT 2	DOYLESTOWN	PA	18901	2154891100	United States

DREAMERS GROUP INC	4498	1248 W. LATHROP		MANTECA	CA	95336	209/629-8813	United States
DREAMERS PIZZA INC	4651	318 W GRANT LINE RD		TRACY	CA	95376	209/830-0000	United States
DSE INVESTMENTS, LLC	5095	4510 19TH AVE S		FARGO	ND	58103	000/000-0000	United States
DSMM LLC	4538	161 W 231ST		BRONX	NY	10463-4144	718/601-7272	United States
DUKES MANAGEMENT, INC.	684	92 MADISON SQUARE DR		MADISONVILLE	KY	42431	2708250707	United States
DUKES MANAGEMENT, INC.	3874	2235 W EVERLY BROTHERS BLVD	COPPER CREEK DRIVE	POWDERLY	KY	42367	2703387272	United States
DVS PIZZA, LLC	3882	580 NORTH HWY 27/441	VILLAGE CROSSROADS	LADY LAKE	FL	32159	3523502015	United States
E & J VENTURES, LLC	4332	2828 SOUTH MCCALL ROAD	UNIT # 101	ENGLEWOOD	FL	34224	941/473-0100	United States
E & J VENTURES, LLC	4435	24123 PEACHLAND BLVD. #A-8	PEACHLAND PROMENADE	PORT CHARLOTTE	FL	33954	941/235-7272	United States
E & J VENTURES, LLC	4530	2310 TAMIAMI TRAIL STE 3101	PUNTA GORDA CROSSING	PUNTA GORDA	FL	33950	941/676-1111	United States
E & J VENTURES, LLC	2304	1223 US HWY 41 BYPASS SOUTH		VENICE	FL	34285	9414831111	United States
E&R FOODS LLC	4337	466 CENTRAL AVENUE		EAST ORANGE	NJ	07018	973/678-7272	United States
E&R FOODS LLC	3623	742 LYONS AVE		IRVINGTON	NJ	07111	9733757272	United States
E&R FOODS LLC	3552	1013 BROAD ST.		NEWARK	NJ	07102	9735966000	United States
E&R FOODS LLC	3529	451 BLOOMFIELD AVE		NEWARK	NJ	07107	9734827272	United States
E.E.A.T PIZZA HOLDINGS, L.L.C.	3974	357 CROSS ROADS BLVD		COLD SPRING	KY	41076	859/341-7272	United States
E.E.A.T PIZZA HOLDINGS, L.L.C.	5064	2234 BAUER RD.		BATAVIA	OH	45103	513/685-0744	United States
E.E.A.T PIZZA HOLDINGS, L.L.C.	5066	687 W PLANE ST.		BETHEL	OH	45106	513/278-2003	United States
E.E.A.T PIZZA HOLDINGS, L.L.C.	5063	1048 OLD US HIGHWAY 52		NEW RICHMOND	OH	45157	513/718-9255	United States
EAGLE PIZZA LLC	4264	3756 AVE. 40	STES H&I	LOS ANGELES	CA	90065	323/340-4000	United States
EG&P LIMITED LIABILITY COMPANY	4894	1203 NORTH BARRON ST		EATON	OH	45320	937/472-7272	United States
ELBAY COMPANIES GROUP, LTD.	4870	700 COLUMBUS ST.		OTTAWA	IL	61350-5002	815/434-7272	United States
ELBAY DUNDEE INC.	4534	723 WEST MAIN STREET		WEST DUNDEE	IL	60118	847/458-7272	United States
ELBAY TRADING, CORP.	3976	4911 W. DEMPSTER		SKOKIE	IL	60077	847/673-7272	United States
ELIOR, INC. / D.B.A. ALADDIN FOOD MANAGEME	5087	MIDDLE GEORGIA STATE UNIV COCHRAN (WELLN	1100 SECOND STREET SE	COCHRAN	GA	31014	000/000-0000	United States
ELIOR, INC. / D.B.A. ALADDIN FOOD MANAGEME	5086	MIDDLE GEORGIA STATE UNIVERSITY MACON (W	100 UNIVERSITY PARKWAY	MACON	GA	31206	000/000-0000	United States
ELLIS ENTERPRISES, INC.	2316	425 DAVIS AVENUE		ELKINS	WV	26241	3046377200	United States
EMBARK HOSPITALITY, LLC	4307	1635 NORTH BRIDGE STREET		ELKIN	NC	28621	336/526-9999	United States
ENTHUSIASM FOODS, LLC	2495	1338 S AIRPORT RD W		TRAVERSE CITY	MI	49686-4740	2319417272	United States
EXCORP VENTURES INC.	4647	2271 KRESGE DRIVE		AMHERST	OH	44001	440/282-7272	United States
EXCORP VENTURES INC.	4282	34985 DETROIT ROAD	SUITE B	AVON	OH	44011	440/937-0206	United States
EXCORP VENTURES INC.	4461	811 CHESTNUT COMMONS		ELYRIA	OH	44035	440/328-3030	United States
EXCORP VENTURES INC.	3723	229 W. MAIN ST.		UNIONTOWN	PA	15401	7244373777	United States
EXELL PIZZA LLC	3568	735 SAN MATEO AVENUE		SAN BRUNO	CA	94066	6505837272	United States
EXTON EVB LLC	1766	185 EAGLEVIEW BOULEVARD		EXTON	PA	19341-3060	4848750400	United States
FAAZ INC	2986	263 MAIN STREET		WEST ORANGE	NJ	07052	9732432525	United States
FAMILY NIGHT PIZZA	3490	2836 N. BELLFLOWER BL		LONG BEACH	CA	90815	5629387272	United States
FAMILY PIZZA ENTERPRISES, INC.	3952	10132 OLD OCEAN CITY BLVD.		BERLIN	MD	21811	4106413434	United States
FAST BAKE, LLC	4862	5996 CRIDER LANE		CATLETTSBURG	KY	41129	606/739-7272	United States
FAST BAKE, LLC	3489	ROUTE 40	BLACKLOG ROAD	INEZ	KY	41224	6062983232	United States
FEASTERVILLE PJ LLC	5126	170 EAST STREET ROAD		FEASTERVILLE	PA	19053	267/699-3090	United States
FERUM CORP	4205	75 MAIN STREET		SPRING VALLEY	NY	10977	845/352-7272	United States
FIRST FRANCHISE INC	3451	2241 WESTCHESTER AVE.		BRONX	NY	10462	7185977272	United States
FIRST WORTHINGTON, LLC	4220	3706 GERMANTOWN PIKE		DAYTON	OH	45417	937/263-7272	United States
FIVE STAR RESTAURANTS, INC.	109	996 CHAMBERS BOULEVARD		BARDSTOWN	KY	40004-2527	5023317272	United States
FIVE STAR RESTAURANTS, INC.	114	316 N. COLUMBIA AVENUE		CAMPBELLSVILLE	KY	42718	270/465-7272	United States
FIVE STAR RESTAURANTS, INC.	4806	61 BROADWAY STREET	SUITE #7	DRY RIDGE	KY	41035	859/824-7272	United States
FIVE STAR RESTAURANTS, INC.	41	3100 RING ROAD		ELIZABETHTOWN	KY	42701-1282	2707657272	United States
FIVE STAR RESTAURANTS, INC.	145	200 ZOE LANE		LEITCHFIELD	KY	42754	270/259-9668	United States
FIVE STAR RESTAURANTS, INC.	26	1960 N. DIXIE BLVD.		RADCLIFF	KY	40160	270/506-5015	United States
FIVE STAR RESTAURANTS, INC.	3715	567 TAYLORSVILLE ROAD	MCDONALDS CENTER	TAYLORSVILLE	KY	40071	5024776677	United States
FLOURISH PIZZA LLC	1069	3623 NORTHWEST FEDERAL HIGHWAY		JENSEN BEACH	FL	34957-3676	7726927272	United States
FLOURISH PIZZA LLC	4159	414 NE PARK STREET		OKEECHOBEE	FL	34972	863/467-7272	United States

FLOURISH PIZZA LLC	4848	1683 NW ST. LUCIE BLVD.		PORT SAINT LUCIE	FL	34986	772/281-2581	United States
FLOURISH PIZZA LLC	1068	231 SOUTHWEST PORT SAINT LUCIE BOULEVARD		PORT SAINT LUCIE	FL	34984-5043	7728791100	United States
FLOURISH PIZZA LLC	3492	9360 90TH AVENUE	SUITE 104	SEBASTIAN	FL	32958	7725894848	United States
FLOURISH PIZZA LLC	1072	1956 SOUTH FEDERAL HIGHWAY		STUART	FL	34994-3916	7722836777	United States
FLOURISH PIZZA LLC	481	6404 SOUTHEAST FEDERAL HIGHWAY		STUART	FL	34997-8313	7722887272	United States
FOLSOM PJ LLC	5118	245 MACDADE BLVD		FOLSOM	PA	19033	610/616-3010	United States
FORTY NINER SHOPS, INC	4864	THE OUTPOST GRILL	1250 N. BELLFLOWER BLVD.	LONG BEACH	CA	90840	562/985-7734	United States
FRANCIS LEWIS BLVD PAPA INC.	3028	8953 FRANCIS LEWIS BLVD		QUEENS VILLAGE	NY	11427	7182647272	United States
FRESH DOUGH GA LLC	3096	3888 BREMEN CROSSING		BREMEN	GA	30110	7708245757	United States
FRESH DOUGH GA LLC	397	1214 MAPLE STREET		CARROLLTON	GA	30117-4201	7708308889	United States
FRESH DOUGH GA LLC	3478	287 SOUTH CHESTATEE STREET		DAHLONEGA	GA	30533	706/864-4321	United States
FRESH DOUGH GA LLC	2499	1575 DALLAS NEBO RD		DALLAS	GA	30157-8700	7705051234	United States
FRESH DOUGH GA LLC	4523	1943 SE JESSE JEWELL PKWY	UNIT 300	GAINESVILLE	GA	30501	770/287-1234	United States
FRESH DOUGH GA LLC	2998	1296 DAWSONVILLE HWY	SUITE B	GAINESVILLE	GA	30501	770/287-0777	United States
FRESH DOUGH GA LLC	1981	1009 ATHENS HIGHWAY, STE 8	SUITE 8	LOGANVILLE	GA	30052-2213	7709857272	United States
FRESH DOUGH GA LLC	3109	4915 HIGHWAY 138 STE. A		LOGANVILLE	GA	30052	7707877272	United States
FRESH DOUGH GA LLC	4989	7744 HWY 81		MONROE	GA	30656	770/207-4321	United States
FRESH DOUGH GA LLC	2722	1125 W SPRING ST		MONROE	GA	30655	7702071200	United States
FRESH DOUGH GA LLC	2925	596 GA-61		VILLA RICA	GA	30180	7704568886	United States
FRESH PRODUCT INC	3166	632 STATE STREET	FIRE HOUSE PLAZA	PERTH AMBOY	NJ	08861	7323245959	United States
FRESH START PIZZA, LLC	3238	548 SUNNYSIDE HEIGHTS		MC MINNVILLE	TN	37110	9315067272	United States
G P BALI INC	3367	555 OLD LANCASTER AVE.	SUITE A	BERWYN	PA	19312	6104077222	United States
GANESH FOODS, INC.	4173	SUITE B	604 TENNESSEE STREET	YADKINVILLE	NC	27055	336/677-1109	United States
GEODEV PIZZA, INC.	3487	935 SEBRING SQUARE		SEBRING	FL	33870	8633861177	United States
GFPM LLC	1141	5310 E. SAM HOUSTON PARKWAY NORTH STE. L		HOUSTON	TX	77015	2814527272	United States
GFPM LLC	4513	12827 ALDINE WESTFIELD RD		HOUSTON	TX	77039-5303	281/449-7272	United States
GFPM LLC	3660	10741 N. FREEWAY		HOUSTON	TX	77037	2819994600	United States
GIRI, L.L.C.	4291	WEST LIBERTY IOWA BP	1006 N. COLUMBUS STREET	WEST LIBERTY	IA	52776	319/627-7272	United States
GMSSL INC	4455	9989 FOLSOM BOULEVARD		SACRAMENTO	CA	95827	916/369-7272	United States
GOLDEN RULE PIZZA, LLC	1876	1076 WEST EADS PARKWAY		LAWRENCEBURG	IN	47025-1167	8125394444	United States
GOLDEN RULE PIZZA, LLC	1163	740 COLUMBUS AVENUE		LEBANON	OH	45036-1608	5139342222	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	2447	6920-C BRADDOCK ROAD		ANNANDALE	VA	22003-6036	7038136262	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	2088	9570-B BURKE ROAD		BURKE	VA	22015	7039787272	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	841	9929 MAIN STREET		FAIRFAX	VA	22031	7033520700	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	2297	9013 SILVERBROOK ROAD		FAIRFAX STATION	VA	22039	7034938181	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	4387	13958 ESTATE MANOR DRIVE		GAINESVILLE	VA	20155	703/754-6600	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	2845	6743 EAST LEABERRY WAY, SUITE D		HAYMARKET	VA	20169	7037536767	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	849	7756-C. GUNSTON PLAZA DR.	GUNSTON STATION SHOPPING CENTER	LORTON	VA	22079	7035502345	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	3611	6228 ROLLING RD. STE H		SPRINGFIELD	VA	22152	7039137272	United States
GOLNEK MANAGEMENT GROUP INCORPORATED	2730	326 WEST LEE HIGHWAY		WARRENTON	VA	20186-2428	5403497172	United States
GOTEBORG PIZZA, LLC	4420	106 BOSTON POST ROAD		WATERFORD	CT	06385	860/442-7272	United States
GRAND STREET PAPA INC.	4581	604 GRAND STREET		BROOKLYN	NY	11211	718/218-8282	United States
GREEN OAK FOOD INC	4772	TONKAWA TRADING POST TRAVEL PLAZA	16401 WEST SOUTH AVE.	TONKAWA	OK	74653	580/308-6111	United States
GURPRASAD FOOD LLC	4991	24 GREENFIELD AVE		ARDMORE	PA	19003	610/602-9323	United States
H2Z VENTURE LLC	4537	103 MINUS AVE		GARDEN CITY	GA	31408	912/966-6585	United States
H2Z VENTURE LLC	4930	410 WEST CHERRY STREET		JESUP	GA	31545	912/530-7272	United States
H2Z VENTURE LLC	4222	9701 FORD AVE	SUITE 102	RICHMOND HILL	GA	31324	912/459-1766	United States
H2Z VENTURE LLC	4172	586 SOUTH COLUMBIA AVENUE	UNIT #7	RINCON	GA	31326	912/295-2362	United States
H2Z VENTURE SC LLC	4604	428-1 MC NULTY ROAD		BLYTHEWOOD	SC	29016	803/764-0808	United States
H2Z VENTURE SC LLC	4438	1236 PEACH ORCHARD ROAD		SUMTER	SC	29154	803/494-3900	United States
HADISA GROUP INC	4764	5412 SAN PABLO AVE UNIT #B		OAKLAND	CA	94608-3008	510/350-8846	United States
HARBOR PIZZA, LLC	2659	5508 POINT FOSDICK DR. NW		GIG HARBOR	WA	98335-1725	2538515646	United States
HARBOR PIZZA, LLC	2713	1736 VILLAGE LANE SE		PORT ORCHARD	WA	98366-2644	3607699500	United States

HARBOR PIZZA, LLC	2948	9800 SILVERDALE WAY NW #101		SILVERDALE	WA	98383	3606621300	United States
HARRISON RESTAURANTS LLC	4986	2128 BELLS HWY		WALTERBORO	SC	29488	843/510-6425	United States
HARTFORD LLC	5081	3650 PACIFIC AVE., SUITE 104		FOREST GROVE	OR	97116	503/828-0450	United States
HEAVENLY PIE, LLC	3403	26000 U.S. ROUTE 11 STE 8		EVANS MILLS	NY	13637	3156294550	United States
HEMAL DESAI	5276	814 SOUTH 4TH ST		HARTSVILLE	SC	29550	843/309-3024	United States
HENSLEY & SONS LLC	5111	119 WALMART DRIVE		HARTWELL	GA	30643	855/539-7272	United States
HENSLEY & SONS LLC	5069	11823 AUGUSTA RD		LAVONIA	GA	30553	706/460-3002	United States
HGH LIMITED	3093	3922B HIGHWAY 80 WEST		PHENIX CITY	AL	36870	3347327272	United States
HGH LIMITED	945	2033 280 BYPASS		PHENIX CITY	AL	36867	3342987272	United States
HGH LIMITED	2004	373 FOB JAMES DR		VALLEY	AL	36854	3347564242	United States
HGH LIMITED	441	203 COMMERCE AVE. #F		LAGRANGE	GA	30241	7068457272	United States
HGH LIMITED	4924	1819 ROANOKE RD		LAGRANGE	GA	30240	706/884-7440	United States
HH ENTERPRISES, INC.	2969	804 NORTH RANDALL ROAD	BLDG C WEST	BATAVIA	IL	60510	6307619828	United States
HH ENTERPRISES, INC.	5075	1550 DOUGLAS RD		MONTGOMERY	IL	60538	630/701-3061	United States
HIRA PIZZA, INC	4317	1592 FRANKLIN RD.		YUBA CITY	CA	95993	530/777-3925	United States
HIS PIZZA LLC	4219	9530 HAGEMAN RD.	THE PLAZA AT RIVERLAKES	BAKERSFIELD	CA	93312	661/588-7272	United States
HOLLIS-PJ INC.	4051	199-22 HOLLIS AVE	BROOKLYN	SAINT ALBANS	NY	11412	718/465-7272	United States
HOME RUN, INC.	2347	1195 N. CHARLES G. SIEVERS BLVD		CLINTON	TN	37716-3941	8654577272	United States
HOME RUN, INC.	2189	627 E RACE STREET		KINGSTON	TN	37763-2834	8657171234	United States
HOME RUN, INC.	2911	7020 MAYNARDVILLE PIKE		KNOXVILLE	TN	37918-5736	8659227777	United States
HOME RUN, INC.	218	402 N CEDAR BLUFF ROAD	SUITE 100	KNOXVILLE	TN	37923-3622	8656907272	United States
HOME RUN, INC.	422	7036 KINGSTON PIKE		KNOXVILLE	TN	37919	8655847272	United States
HOME RUN, INC.	4565	NEYLAND STADIUM	1235 PHILLIP FULMER WAY	KNOXVILLE	TN	37996	865/556-7227	United States
HOME RUN, INC.	68	1819 LAKE AVENUE		KNOXVILLE	TN	37916	8655227272	United States
HOME RUN, INC.	4566	THOMPSON-BOLING ARENA	1600 PHIL FULMER AVE #202	KNOXVILLE	TN	37996	865/556-7227	United States
HOME RUN, INC.	205	10820 KINGSTON PIKE		KNOXVILLE	TN	37934	8656757272	United States
HOME RUN, INC.	323	2901 TAZWELL PIKE	STE E	KNOXVILLE	TN	37918	8652817272	United States
HOME RUN, INC.	421	6529 CLINTON HWY		KNOXVILLE	TN	37912	865/546-7272	United States
HOME RUN, INC.	347	503 N CUSICK ST		MARYVILLE	TN	37804	8659837272	United States
HOME RUN, INC.	3635	324 S. ILLINOIS AVE.		OAK RIDGE	TN	37830	8654833232	United States
HOOSIER PAPA LLC	4769	620 S 13TH ST		DECATUR	IN	46733-1859	260/728-7272	United States
HPG PIZZA I LLC	1042	8025 SHERIDAN BOULEVARD		ARVADA	CO	80003	3034295252	United States
HPG PIZZA I LLC	4448	12850 W. 64TH AVE.	UNIT K	ARVADA	CO	80004	303/425-1515	United States
HPG PIZZA I LLC	4258	10551 E. GARDEN DR. SUITE 104	GARDENS ON HAVANA	AURORA	CO	80012	720/747-7272	United States
HPG PIZZA I LLC	1455	580 S. CHAMBERS RD.	#18	AURORA	CO	80017	3037557200	United States
HPG PIZZA I LLC	1044	15493-E E HAMPDEN AVE		AURORA	CO	80013	3036937272	United States
HPG PIZZA I LLC	1477	20941 E. SMOKY HILL RD., UNIT A		AURORA	CO	80015	7208707474	United States
HPG PIZZA I LLC	1055	6470 W. 120TH, UNIT D-4		BROOMFIELD	CO	80038	303/469-6262	United States
HPG PIZZA I LLC	1458	5395 WEST 38TH AVENUE		DENVER	CO	80212-7058	3034566262	United States
HPG PIZZA I LLC	4224	18601 GREEN VALLEY RANCH BOULEVARD SUITE	GREEN VALLEY TOWN CENTER	DENVER	CO	80249	303/371-7273	United States
HPG PIZZA I LLC	1461	8555 WEST BELLEVIEW AVENUE, SUITE A-2		DENVER	CO	80123-7307	3039328200	United States
HPG PIZZA I LLC	2706	7305 EAST 35TH AVENUE, SUITE 110		DENVER	CO	80238	3033201717	United States
HPG PIZZA I LLC	1037	6400 LEETSDALE		DENVER	CO	80224	3033996262	United States
HPG PIZZA I LLC	1054	2683 E 120TH	SUITE B	DENVER	CO	80233-1426	303/252-7272	United States
HPG PIZZA I LLC	1056	1111 E COLFAX AVENUE		DENVER	CO	80218-2103	3038607272	United States
HPG PIZZA I LLC	1472	1505 E. EVANS AVE.	UNIVERSITY OF DENVER	DENVER	CO	80210	3037786262	United States
HPG PIZZA I LLC	1474	8655 E. ARAPAHO RD		ENGLEWOOD	CO	80112-1402	3032208111	United States
HPG PIZZA I LLC	1052	5194 S.BROADWAY		ENGLEWOOD	CO	80113	3037616262	United States
HPG PIZZA I LLC	4036	3140 VILLAGE VISTA	STE 102	ERIE	CO	80516	303/604-0500	United States
HPG PIZZA I LLC	5202	8110 COLORADO BLVD. N4		FIRESTONE	CO	80504	303/731-0778	United States
HPG PIZZA I LLC	1057	9245 S. BROADWAY,SUITE 400		HIGHLANDSRANCH	CO	80129	3036837272	United States
HPG PIZZA I LLC	1046	1745 S WADSWORTH BLVD		LAKEWOOD	CO	80232	3039806262	United States
HPG PIZZA I LLC	4255	12792 ALAMEDA PRKWY UNIT D		LAKEWOOD	CO	80228-2858	303/986-6262	United States

HPG PIZZA I LLC	1466	9227 EAST LINCOLN AVENUE	SUITE 400	LITTLETON	CO	80124-5504	3037925252	United States
HPG PIZZA I LLC	1473	10641 PARKGLENN WAY		PARKER	CO	80134	7208516000	United States
HPG PIZZA I LLC	5211	100 MCCASLIN BLVD.	SUITE 105	SUPERIOR	CO	80027	720/420-7087	United States
HPG PIZZA I LLC	4639	880 E. 88TH AVE	SUITE 130	THORNTON	CO	80229	720/616-5656	United States
HPG PIZZA II LLC	3944	MILLER - WILCOX CENTER	390 S. WILCOX ST. STE. E	CASTLE ROCK	CO	80104	720/806-2484	United States
HPG PIZZA II LLC	1051	3010 NORTH POWERS BOULEVARD		COLORADO SPRINGS	CO	80922-2803	7195747272	United States
HPG PIZZA II LLC	1457	3586 HARTSTEL DR UNIT D		COLORADO SPRINGS	CO	80920	719/534-9292	United States
HPG PIZZA II LLC	1460	3755 ASTROZON BOULEVARD		COLORADO SPRINGS	CO	80910-1041	7193917272	United States
HPG PIZZA II LLC	2704	6556 S. ACADEMY BLVD.	CHEYENNE MOUNTAIN/ FT. CARSON	COLORADO SPRINGS	CO	80906	7195388811	United States
HPG PIZZA II LLC	1045	621 N UNION BLVD		COLORADO SPRINGS	CO	80909	7194737272	United States
HPG PIZZA II LLC	4761	11854 E STAPLETON DRIVE		FALCON	CO	80831	719/260-7272	United States
HPG PIZZA II LLC	1469	8031 FOUNTAIN MESA ROAD		FOUNTAIN	CO	80817	719/390-6262	United States
HPG PIZZA II LLC	3921	1779 LAKE WOODMOOR DR		MONUMENT	CO	80132	719/867-6282	United States
HPG PIZZA II LLC	3518	1427 WEST U.S. HIGHWAY 50		PUEBLO	CO	81008	719/766-8737	United States
I & R FOODS LLC	2138	12254 PERRIS BOULEVARD		MORENO VALLEY	CA	92557	9519242323	United States
I & R FOODS LLC	2776	8956 TRAUTWEIN RD #300		RIVERSIDE	CA	92508-9451	9516569292	United States
I & R FOODS LLC	2356	3850 CHICAGO AVENUE		RIVERSIDE	CA	92507	9512740707	United States
I & R FOODS LLC	2069	6410 MAGNOLIA AVENUE		RIVERSIDE	CA	92506	9517789999	United States
I & R FOODS LLC	1988	10330 HOLE AVE #3		RIVERSIDE	CA	92505	9513437272	United States
I & R FOODS LLC	4876	8022 LIMONITE AVE	JURUPA VALLEY SPECTRUM STE 107	RIVERSIDE (PEDLEY)	CA	92509-6107	951/332-5166	United States
IMAN FOOD LLC	4303	1180 BROAD STREET		HARTFORD	CT	06106	860/247-7272	United States
INDIANA UNIVERSITY SOUTHEAST	4796	4201 GRANT LINE ROAD	INDIANA UNIVERSITY SOUTHEAST	NEW ALBANY	IN	47150	812/941-2318	United States
IRON BOUND TRADING, INC.	3112	312 RAHWAY AVE		ELIZABETH	NJ	07202	9082895766	United States
IRONMAN PIZZA INC.	2564	1012 NORTH BRINDLE MOUNTIAN PARKWAY		ARAB	AL	35016	256/586-7272	United States
IRONMAN PIZZA INC.	2414	587 HIGHWAY 31 NORTHWEST, SUITE D		HARTSELLE	AL	35640-4470	2567739993	United States
IRONMAN PIZZA INC.	4310	5850 HIGHWAY 53		HARVEST	AL	35749	256/852-7272	United States
IRONMAN PIZZA INC.	3514	265 VALLEY ROAD		ONEONTA	AL	35121	2056255606	United States
IRONMAN PIZZA INC.	4462	14520 HWY 43		RUSSELLVILLE	AL	35653	256/331-5000	United States
IRONMAN PIZZA INC.	2633	24875 JOHN T REID PARKWAY, SUITE A		SCOTTSBORO	AL	35768-2340	2562593000	United States
IRONMAN PIZZA INC.	4703	1128 STATE HWY 160	SUITE D	WARRIOR	AL	35180	205/590-7272	United States
IRONMAN PIZZA INC.	4953	11680-H HIGHWAY 51 S	KIMBROUGH CROSSING #11	ATOKA	TN	38004	901/837-7272	United States
IRONMAN PIZZA INC.	5005	7249 HIGHWAY 64, UNIT 6		OAKLAND	TN	38060	901/466-5005	United States
ISENHOUR, INC.	3510	9091 FAIR OAKS PARKWAY STE. 207		BOERNE	TX	78015	2106987272	United States
ISENHOUR, INC.	3019	790 ROY RICHARD DRIVE		SCHERTZ	TX	78154	2106589000	United States
IT'S ONLY DOWNTOWN PIZZA, INC.	1097	1369 WEST OHIO PIKE		AMELIA	OH	45102	5137531515	United States
IT'S ONLY DOWNTOWN PIZZA, INC.	565	4505 1/2 WEST 8TH STREET		CINCINNATI	OH	45238	5139217272	United States
IT'S ONLY DOWNTOWN PIZZA, INC.	276	2723 VINE STREET		CINCINNATI	OH	45219	5139617272	United States
IT'S ONLY DOWNTOWN PIZZA, INC.	317	132 WEST SEVENTH		CINCINNATI	OH	45202	5133330303	United States
IT'S ONLY DOWNTOWN PIZZA, INC.	206	4803 MONTGOMERY RD. STE. 104		CINCINNATI	OH	45212	5137315959	United States
IT'S ONLY DOWNTOWN PIZZA, INC.	69	3346 ERIE AVENUE		CINCINNATI	OH	45208	5133213233	United States
IT'S ONLY PAPA'S PIZZA LLC	3496	6725-C DICK FLYNN BLVD.		GOSHEN	OH	45122	5137223111	United States
IT'S ONLY PAPA'S PIZZA LLC	3527	200 THREE RIVERS PKWY STE 2		NORTH BEND	OH	45052	5139417999	United States
IT'S ONLY PIZZA, INC.	177	922 STATE RTE 28	SUITE B	MILFORD	OH	45150	5132484828	United States
J & J FOOD SERVICE GROUP, INC.	914	50 INDIAN TRCE	UNIT B	WESTON	FL	33326	9543497272	United States
J & J PIZZA COMPANY	287	417 S. FLORISSANT RD		FERGUSON	MO	63135	314/524-3033	United States
J & J PIZZA COMPANY	204	12735 NEW HALLS FERRY ROAD		FLORISSANT	MO	63033-4031	3148385555	United States
J & J PIZZA COMPANY	171	8209 NORTH LINDBERGH BOULEVARD		FLORISSANT	MO	63031-7106	3149217272	United States
J, D, & TRIPLE J INVESTMENTS INC.	4459	903-A OAK STREET		CLEVELAND	MS	38732	662/846-7272	United States
J.J. NORTHWEST PIZZA, INC.	5155	4514 LACEY BLVD. SE		LACEY	WA	98513	360/491-8080	United States
J.J. NORTHWEST PIZZA, INC.	4299	408 CLEVELAND AVE	SAFEWAY CENTER	OLYMPIA	WA	98501-3310	360/754-7272	United States
JAC PIZZA, LLC	4855	2701 MORGAN AVE	STE 400	CORPUS CHRISTI	TX	78405	361/884-7272	United States
JAC PIZZA, LLC	4756	729 S 14TH ST		KINGSVILLE	TX	78363-6415	361/595-7272	United States
JAC3 LLC	4246	16494 PEARL ROAD		STRONGSVILLE	OH	44136	440/572-4000	United States

JAM PIZZA, INC.	1151	1821 N LINCOLN ST		GREENSBURG	IN	47240	8126626331	United States
JAR36 INC	4840	622 SOMERVILLE AVE		SOMERVILLE	MA	02143	617/627-9100	United States
JAY PETROLEUM INC	4826	29844 COUNTY RD 10		ELKHART	IN	46514	574/970-3250	United States
JAY PETROLEUM INC	5011	120 N. WALNUT STREET		HARTFORD CITY	IN	47348	765/330-3030	United States
JBK COMPANIES LLC	3273	27927 SECO CANYON ROAD		SANTA CLARITA	CA	91350	6615130900	United States
JC SQUARED, LLC	4992	1501 STILLWATER BLVD.		STILLWATER	MN	55082	651/705-9103	United States
JERUSALEM PIE LLC	5009	900 NORTH MAIN STREET		WOODRUFF	SC	29388	864/670-2033	United States
JG ENTERPRISES LLC	3785	2018 WEST AVENUE K		LANCASTER	CA	93536-5229	6619490000	United States
JG ENTERPRISES LLC	4526	820 N CHINA LAKE BLVD. STE A	RIDGECREST TOWN CENTER	RIDGECREST	CA	93555-3544	760/375-7272	United States
JH34 COMPANY LLC	5067	3001 TULANE AVE. SUITE 6		NEW ORLEANS	LA	70119	504/324-0167	United States
JIBRIL PIZZA LLC	4780	446A MARKET STREET		SADDLE BROOK	NJ	07663	201/880-9000	United States
JMB HERNANDO, LLC	3162	2485 MT. PLEASANT ROAD		HERNANDO	MS	38632	6624295252	United States
JMJ PIZZA, LLC	4804	105 CESAR CHAVEZ ROAD	SUITE 10A	SAN JUAN	TX	78589	956/510-8400	United States
JONCY, INC.	5003	4420 JONATHAN MOORE PIKE		COLUMBUS	IN	47201	812/379-8888	United States
JONCY, INC.	42	2520 EASTBROOK PLAZA		COLUMBUS	IN	47201-3738	8123769999	United States
JORDAN NICHOLAS ELLIOTT, INC.	4730	5034 NORTH US HWY 41		APOLLO BEACH	FL	33572	813/643-7272	United States
JORDAN NICHOLAS ELLIOTT, INC.	4183	2010 US HWY 92W		AUBURNDALE	FL	33823	863/967-7272	United States
JORDAN NICHOLAS ELLIOTT, INC.	2753	5838 STATE ROAD 70		BRADENTON	FL	34203	9417527272	United States
JORDAN NICHOLAS ELLIOTT, INC.	5128	8343 MARKET STREET, UNIT A-9		BRADENTON	FL	34202	941/500-1221	United States
JORDAN NICHOLAS ELLIOTT, INC.	375	4224 CORTEZ RD W		BRADENTON	FL	34210	9417277272	United States
JORDAN NICHOLAS ELLIOTT, INC.	4650	1779 LAKEWOOD RANCH BLVD.		BRADENTON	FL	34211	941/216-4545	United States
JORDAN NICHOLAS ELLIOTT, INC.	871	1405 W BRANDON BLVD		BRANDON	FL	33511	8136537272	United States
JORDAN NICHOLAS ELLIOTT, INC.	1911	8921 STATE ROAD 52		HUDSON	FL	34667	7278631600	United States
JORDAN NICHOLAS ELLIOTT, INC.	972	1853 EAST MEMORIAL BLVD ST. 117.		LAKELAND	FL	33801	8636804000	United States
JORDAN NICHOLAS ELLIOTT, INC.	2195	2105 E COUNTY ROAD 540 A		LAKELAND	FL	33813-3794	8636198700	United States
JORDAN NICHOLAS ELLIOTT, INC.	1878	3608 HARDEN BLVD.		LAKELAND	FL	33803	863/619-7272	United States
JORDAN NICHOLAS ELLIOTT, INC.	2420	6747 US HIGHWAY 98 NORTH		LAKELAND	FL	33809	8638589090	United States
JORDAN NICHOLAS ELLIOTT, INC.	3570	7016 LAND O'LAKES BLVD. #107		LAND O' LAKES	FL	34638	8139097272	United States
JORDAN NICHOLAS ELLIOTT, INC.	5236	2743 E COUNTY LINE RD		LUTZ	FL		813/219-9117	United States
JORDAN NICHOLAS ELLIOTT, INC.	1887	4120 ROWAN ROAD		NEW PORT RICHEY	FL	34653	7273755757	United States
JORDAN NICHOLAS ELLIOTT, INC.	5103	15977 PRESERVE MARKETPLACE BLVD		ODESSA	FL	33556	813/396-7272	United States
JORDAN NICHOLAS ELLIOTT, INC.	988	1820 JAMES L. REDMAN PKWY		PLANT CITY	FL	33563	8137197300	United States
JORDAN NICHOLAS ELLIOTT, INC.	5170	8601 REGENCY PARK BLVD.		PORT RICHEY	FL	34668	727/203-3911	United States
JORDAN NICHOLAS ELLIOTT, INC.	5191	9914 UPPER ALAFIA COURT		RIVERVIEW	FL	33578	813/497-9655	United States
JORDAN NICHOLAS ELLIOTT, INC.	1155	13220 BOYETTE ROAD		RIVERVIEW	FL	33569	813/661-7272	United States
JORDAN NICHOLAS ELLIOTT, INC.	3229	13190 S. US HIGHWAY 301		RIVERVIEW	FL	33578-7410	8136777272	United States
JORDAN NICHOLAS ELLIOTT, INC.	4926	9036 PROGRESS BLVD.		RIVERVIEW	FL	33578	813/237-7272	United States
JORDAN NICHOLAS ELLIOTT, INC.	643	3416 CLARK RD	STE 602	SARASOTA	FL	34231	9419217272	United States
JORDAN NICHOLAS ELLIOTT, INC.	453	3080 17TH STREET		SARASOTA	FL	34234	9419529966	United States
JORDAN NICHOLAS ELLIOTT, INC.	971	1543 S PARSONS AVE	STE 710	SEFFNER	FL	33584	8136847272	United States
JORDAN NICHOLAS ELLIOTT, INC.	665	4173 MARINER BLVD. #E		SPRING HILL	FL	34609	3526867272	United States
JORDAN NICHOLAS ELLIOTT, INC.	1218	39028 US HWY 19 NORTH		TARPON SPRINGS	FL	34689	727/934-7272	United States
JORDAN NICHOLAS ELLIOTT, INC.	3193	5434 BRUCE B DOWNS BLVD.		WESLEY CHAPEL	FL	33544	8139947373	United States
JORDAN NICHOLAS ELLIOTT, INC.	2320	170 SOUTHEAST PLAZA ROADWAY		WINTERHAVEN	FL	33880	8632937500	United States
JORDAN NICHOLAS ELLIOTT, INC.	970	7250 GALL BOULEVARD		ZEPHYRHILLS	FL	33541-4306	8137886111	United States
JOY VENTURES, LLC	2124	5611 2ND AVENUE WEST	BAY 1	KEARNEY	NE	68847	3082365455	United States
JSK PAPA LLC	3481	411 FURROWS ROAD		HOLBROOK	NY	11741	6314717272	United States
JTF ENTERPRISES, INC.	2657	107 SW 4TH STREET		GRANTS PASS	OR	97526-2474	5414765959	United States
JTF ENTERPRISES, INC.	2280	1250 BIDDLE ROAD	SUITE F-1	MEDFORD	OR	97504	5417347272	United States
JULIAN EATS, LLC	4037	7856 CICERO AVE		BURBANK	IL	60459	708/907-5050	United States
JULIAN EATS, LLC	4118	4606 WEST DIVERSY AVE	SUITE - C	CHICAGO	IL	60639	773/545-7272	United States
JVP I, LLC	4920	820 N SPRIGG ST	STE 2	CAPE GIRARDEAU	MO	63701-4818	573/519-3066	United States
JVP II, LLC	4460	2118 JACKSON BLVD	STE #5	JACKSON	MO	63755	573/243-7272	United States

JVP III, LLC	4938	225 NORTH MAIN STREET		SIKESTON	MO	63801	573/621-3365	United States
JVP IV, LLC	1601	1361 N. WESTWOOD BLVD.		POPLAR BLUFF	MO	63901	5737789000	United States
K & K FOODSERVICE, LLC	5115	817 W BROADWAY STREET		LOOGOOTEE	IN	47553	812/296-4252	United States
K & K FOODSERVICE, LLC	4851	2860 STATE ROAD 37		MITCHELL	IN	47446	812/992-2900	United States
K & K FOODSERVICE, LLC	4153	FAST EDDIE'S CONVENIENCE STORE	8362 WEST STATE RD. 56	WEST BADEN	IN	47469	812/936-4400	United States
K & M HOSPITALITY, LLC.	4815	1117 SOUTH CEDAR STREET, SUITE 135		MONTICELLO	MN	55362	763/271-1131	United States
K & M HOSPITALITY, LLC.	2690	2423 DIVISION STREET		SAINT CLOUD	MN	56301-3935	3202535858	United States
KAY-JENS' PIZZA, LLC	2968	215 WEST MAIN STREET		HYANNIS	MA	02601	5087788860	United States
KAYTEE PIZZA NY INC.	2995	152 ROUTE 25A		MOUNT SINAI	NY	11766	6319286666	United States
KAYTEE PIZZA NY INC.	3095	133 MEDFORD AVE		PATCHOGUE	NY	11772	6312077272	United States
KGK ENTERPRISES II, INC.	519	418 CENTER STREET		HENDERSON	KY	42420	2708264444	United States
KGK ENTERPRISES II, INC.	4013	3332 VILLA POINT	#110	OWENSBORO	KY	42303	270/663-6333	United States
KGK ENTERPRISES II, INC.	209	2510 FREDERICA STREET		OWENSBORO	KY	42301-5439	2706843300	United States
KGK ENTERPRISES, INC.	5148	911 W MAIN STREET		BOONVILLE	IN	47601	812/202-4010	United States
KGK ENTERPRISES, INC.	3681	12414 HWY 41 NORTH		EVANSVILLE	IN	47725	8128677272	United States
KGK ENTERPRISES, INC.	1177	4814 W LLOYD EXPY		EVANSVILLE	IN	47712	8124237272	United States
KGK ENTERPRISES, INC.	52	303 NORTH WEINBACH AVENUE.		EVANSVILLE	IN	47711-6009	8124777700	United States
KGK ENTERPRISES, INC.	105	4204 N 1ST AVE		EVANSVILLE	IN	47710	8124252345	United States
KGK ENTERPRISES, INC.	135	5436 EAST INDIANA STREET		EVANSVILLE	IN	47715	8124735200	United States
KGK ENTERPRISES, INC.	2853	3955 HAYLEY DRIVE		NEWBURGH	IN	47630-2628	8128587272	United States
KHUSHI BAYONNE, LLC	3646	1084 AVENUE C		BAYONNE	NJ	07002	2013399977	United States
KHUSHI DOWNTOWN LLC	3391	724 GRAND STREET		JERSEY CITY	NJ	07304	2014517272	United States
KHUSHI HOBOKEN LLC	3809	125 18TH ST.		JERSEY CITY	NJ	07310	2012226767	United States
KHUSHI PIZZA, LLC	3170	340 CENTRAL AVENUE		JERSEY CITY	NJ	07307	2016537272	United States
KHUSHI UNION, LLC	3534	580 32ND STREET		UNION CITY	NJ	07087	2018617272	United States
KHUSHI WEST NEW YORK, LLC	3346	6602 BERGENLINE AVENUE		WEST NEW YORK	NJ	07093	2016627272	United States
KING OF PRUSSIA PJ LLC	3279	139 E. DEKALB PIKE		KING OF PRUSSIA	PA	19406	6102657272	United States
KL CAPITAL LLC	2733	1957 E. 4TH STREET		LONG BEACH	CA	90802	5624957272	United States
KL CAPITAL LLC	2296	2105 ARTESIA BLVD.		REDONDO BEACH	CA	90278-3013	3109216111	United States
KM PIZZA, LLC	4816	700 MARKET STREET		MILLERSBURG	PA	17061	717/692-7474	United States
KPIZZA, LLC	5206	5722 TELEPHONE RD	STE 14	VENTURA	CA	93003	805/290-4922	United States
KPIZZA, LLC	5093	100 E COLLEGE WAY		MOUNT VERNON	WA	98273	360/419-5459	United States
KRUEGER PIZZA LLC	4670	7260 SOUTH BROAD STREET		BROOKSVILLE	FL	34601	352/797-2943	United States
KRUPA PATEL INC.	4050	160 EAST LAKE STREET	SUITE #156B	BLOOMINGDALE	IL	60108	630/351-7272	United States
KRUPA PATEL INC.	3873	355 W. OGDEN AVE		WESTMONT	IL	60559	6309687272	United States
KUWAR LLC	4973	5901 HWY 80 WEST		JACKSON	MS	39209	601/812-6905	United States
KWIK CHEK FOOD STORES, INC.	3758	2757 NORTH VETERAN'S BLVD	CLEO'S #8	EAGLE PASS	TX	78852	830/421-2707	United States
L & D PROPERTIES, LIMITED LIABILITY COMPANY	2832	2064 CHEROKEE ROAD		ALEXANDER CITY	AL	35010	2564097272	United States
L & S PIZZA, LLC	794	6753 THOMASVILLE ROAD		TALLAHASSEE	FL	32312	850/894-1222	United States
L & S PIZZA, LLC	798	2328 APALACHEE PARKWAY		TALLAHASSEE	FL	32301	8508781222	United States
L & S PIZZA, LLC	5015	1818 N. MONROE STREET		TALLAHASSEE	FL	32303	850/386-1222	United States
L & S PIZZA, LLC	854	1429 WEST TENNESSEE STREET		TALLAHASSEE	FL	32304	8502241222	United States
L & S PIZZA, LLC	1292	3808 N. MONROE	SUITE #3	TALLAHASSEE	FL	32303	8505620808	United States
L AND N PIZZA CO. INC.	3042	5228 MAIN STREET		SPRING HILL	TN	37174	9314870011	United States
LAGOS PIZZA LLC	2805	843 WEST BROADWAY AVENUE		FOREST LAKE	MN	55025	6514660900	United States
LAHOBA, LLC	3776	620 WEST JUDGE PEREZ DRIVE		CHALMETTE	LA	70043	5042127272	United States
LAHOBA, LLC	4101	3001 PONTCHARTRAIN DRIVE UNIT 3013		SLIDELL	LA	70458	985/605-6262	United States
LAN-SWITCH ENTERPRISES, INC.	4993	7750 OLD MOON ROAD		COLUMBUS	GA	31909	706/681-7272	United States
LAN-SWITCH ENTERPRISES, INC.	136	5870 VETERANS PARKWAY STE A		COLUMBUS	GA	31909	7063277272	United States
LAN-SWITCH ENTERPRISES, INC.	208	3949 VICTORY DRIVE		COLUMBUS	GA	31903	7066897272	United States
LAN-SWITCH ENTERPRISES, INC.	532	4805 BUENA VISTA ROAD #A		COLUMBUS	GA	31907	7065617272	United States
LAN-SWITCH ENTERPRISES, INC.	2866	6381 MILGEN ROAD, SUITE 6		COLUMBUS	GA	31907-5947	7065657272	United States
LANSDOWNE PJ LLC	1229	7 N. LANSDOWNE AVE		LANSDOWNE	PA	19050	6106221200	United States

LASNE, LLC	1870	23120 LYONS AVENUE # 1 & 2		SANTA CLARITA	CA	91321	6612542100	United States
LEGACY PIZZA, INC.	3021	2440 HIGHWAY 95, SUITE C		BULLHEAD CITY	AZ	86442	9287040024	United States
LEGENDS HOSPITALITY, LLC	3658	AT&T STADIUM	925 N. COLLINS ST.	ARLINGTON	TX	76011	8174040091	United States
LEISZLER PIZZA, LLC	4844	528 W. CRAWFORD STREET		CLAY CENTER	KS	67432	000/000-0000	United States
LEISZLER PIZZA, LLC	4843	8207 SOUTH PORT DRIVE		MANHATTAN	KS	66502	785/370-0195	United States
LEISZLER PIZZA, LLC	4969	5400 N MERIDIAN AVE	PARK CITY, KS SMALL TOWN	PARK CITY	KS	67204	316/669-9600	United States
LEISZLER PIZZA, LLC	4845	603 US-24		ST MARYS	KS	66536	785/246-7601	United States
LEISZLER PIZZA, LLC	4433	WAMEGO SHORT STOP	LEISZLER FOODS, LLC	WAMEGO	KS	66547	785/456-9499	United States
LEON LAKE CITY LLC	354	27990 S TAMIAMI TRL		BONITA SPRINGS	FL	34134-4232	2399478200	United States
LEON LAKE CITY LLC	4135	2815 WEST US HWY 90		LAKE CITY	FL	32055	386/961-9797	United States
LEON LAKE CITY LLC	355	1026 PINE RIDGE RD		NAPLES	FL	34108-8901	2394349500	United States
LEON LAKE CITY LLC	3543	1249 AIRPORT RD. SOUTH		NAPLES	FL	34104	2397327272	United States
LEON LEESBURG LLC	4137	1714 - 1A CITRUS BLVD.		LEESBURG	FL	34748	352/787-7272	United States
LEON LEESBURG LLC	4052	10300 US HWY 441 #5		LEESBURG	FL	34788	352/343-3333	United States
LEON PALATKA LLC	3622	1817 REID ST.		PALATKA	FL	32177	3863257277	United States
LEVITTOWN PJ LLC	1159	7809 NEW FALLS ROAD		LEVITTOWN	PA	19055	2159457272	United States
LEVY PREMIUM FOODSERVICE LIMITED PARTNER	3189	601 BISCAYNE BLVD. - AMERICAN AIRLINES AREN	(MIAMI HEAT)	MIAMI	FL	33132	786/223-0322	United States
LGON, INC.	5098	1914 S GAREY AVE.		POMONA	CA	91766	909/614-4994	United States
LITTLE FALLS PIZZA INC.	3781	1520 HAINES AVE STE 2		RAPID CITY	SD	57701	6053487272	United States
LITTLE FALLS PIZZA INC.	1394	1011 MT RUSHMORE ROAD		RAPID CITY	SD	57701	6053889999	United States
LLDB30 LLC	5077	2402 MCLAURIN ST		WAVELAND	MS	39576	228/220-1820	United States
LMA ENTERPRISES, L.L.C.	4850	4400 ARIZONA STREET	FORT HUACHUCA POST EXCHANGE BLDG #52030	FORT HUACHUCA	AZ	85613	520/458-7272	United States
LMT SERVICES, L.L.C.	3885	6003 BULLARD AVE		NEW ORLEANS	LA	70128	5042447272	United States
LMT SERVICES, LLC DOWNTOWN	4422	1029 ORETHA CASTLE HALEY BLVD		NEW ORLEANS	LA	70113	504/558-9669	United States
LMT SERVICES, LLC DOWNTOWN	5055	MOBILE PIZZA KITCHEN	271 OAKMONT DRIVE	NEW ORLEANS	LA	70128	000/000-0000	United States
LONE STAR PJS LLC	4322	1127 N BECKLEY AVE.		DALLAS	TX	75203-1303	214/943-8888	United States
LONE STAR PJS LLC	4235	2292 S BUCKNER BLVD , SUITE 110		DALLAS	TX	75227	214/398-8888	United States
LOTTSA CHEESE, INC.	952	1035 W. DEKALB STREET		CAMDEN	SC	29020	8034321234	United States
LOTTSA CHEESE, INC.	1166	2246 EAST HWY 501		CONWAY	SC	29526	8433477272	United States
LOTTSA CHEESE, INC.	2661	205 2ND LOOP ROAD, SUITE C		FLORENCE	SC	29505-2811	8436624041	United States
LOTTSA CHEESE, INC.	516	225B CHEROKEE ROAD		FLORENCE	SC	29501	8436696470	United States
LOTTSA CHEESE, INC.	2112	943 GARDEN CITY CONNECTOR RD		MURRELLS INLET	SC	29576-7845	8433576400	United States
LOTTSA CHEESE, INC.	640	4504 SOCASTEE BLVD	UNIT K	MYRTLE BEACH	SC	29588	8432937272	United States
LOTTSA CHEESE, INC.	321	1102 SOUTH KINGS HIGHWAY		MYRTLE BEACH	SC	29577	8436267272	United States
LOTTSA CHEESE, INC.	1424	104 HIGHWAY 17 SOUTH		NORTH MYRTLE BEACH	SC	29582-3118	8432803222	United States
LOTTSA CHEESE, INC.	745	435 NORTH GUIGNARD DRIVE		SUMTER	SC	29150	8037782222	United States
LTK PIZZA CORP.	3381	1654 86TH STREET		BROOKLYN	NY	11214	7182567272	United States
M & M FAMILY ENTERPRISE, INC.	2192	30 W. 29TH AVENUE		EUGENE	OR	97405-3241	5414847272	United States
M & M FAMILY ENTERPRISE, INC.	2545	54-B DIVISION AVENUE		EUGENE	OR	97404-5427	5414617272	United States
M AND C PIZZA GROUP, INC.	2168	14569 TELEGRAPH RD		LA MIRADA	CA	90638-1054	5629418188	United States
M&M PIZZARIA INC.	3320	4919 30TH AVENUE		WOODSIDE	NY	11377	7182747272	United States
MADCHASE, LLC	2542	621 N MAIN ST		CANTON	IL	61520	3096477272	United States
MAGIC PIZZA, LLC	5257	434 BLUE LAKES BLVD N		TWIN FALLS	ID	83301-7241	208/595-4843	United States
MAGIC PIZZA, LLC	2981	200 SOUTH BROADWAY		MINOT	ND	58701	7018527272	United States
MAGIC PIZZA, LLC	4795	MINOT AIRFORCE BASE	300 MISSILE AVE	MINOT AFB	ND	58705	701/727-7272	United States
MAGIC PIZZA, LLC	5199	1209 N MAIN STREET		LOGAN	UT	84341	435/363-3461	United States
MAKE LOTS OF DOUGH, LLC	4344	719 SOUTH LOGAN STREET		WEST FRANKFORT	IL	62896	618/932-8080	United States
MAKING DOUGH INC	5038	MOBILE PIZZA KITCHEN	UNIVERSITY OF NEVADA RENO	RENO	NV	89557	999/999-9999	United States
MANS FOOD GROUP 2 LLC	3984	8420 SOUTH SAM HOUSTON PKWY WEST	STE 250	HOUSTON	TX	77085	713/721-8383	United States
MANS FOOD GROUP 3 LLC	5194	905 N. CANAL STREET		CARLSBAD	NM	88220	575/725-2330	United States
MANS FOOD GROUP, INC.	2329	1211 S. GORDON ST		ALVIN	TX	77511	2815859099	United States
MANS FOOD GROUP, INC.	4108	3602 OLD SPANISH TRAIL		HOUSTON	TX	77021	713/747-7272	United States
MANS FOOD GROUP, INC.	4928	4616 CANAL STREET, STE A		HOUSTON	TX	77011	713/425-4500	United States

MANS FOOD GROUP, INC.	3967	209 S. MAIN ST.		LUMBERTON	TX	77657	409/751-5646	United States
MANS FOOD GROUP, INC.	4568	1425 E COURT ST.	PLAZA DEL REY	SEGUIN	TX	78155-5957	830/549-5045	United States
MANS FOOD GROUP, INC.	1935	3319 PALMER HWY		TEXAS CITY	TX	77590	4099434343	United States
MAPLE SHADE PJ LLC	1081	479 ROUTE 38 WEST		MAPLE SHADE	NJ	08052-2084	8566676700	United States
MATHIEU & MATHIEU, INC.	2813	2045 HIGHWAY 180 E, STE B		SILVER CITY	NM	88061-7790	5753888888	United States
MCELVEEN FOODS, LLC	4832	1604 VETERANS BLVD		MCCOMB	MS	39648	601/684-7272	United States
MCM MANAGEMENT VENTURES, LLC	4754	1113 MAIN STREET		JACKSON	OH	45640	740/288-0122	United States
MCM MANAGEMENT VENTURES, LLC	4890	505 W EMMITT AVE		WAVERLY	OH	45690	740/395-0777	United States
MCV LLC	3340	2921 JAMES STREET		SYRACUSE	NY	13206	3154637272	United States
MEDFORD PJ LLC	3542	617 STOKES ROAD	SUITE 5	MEDFORD	NJ	08055-3097	6096546171	United States
MID-AMERICA FOOD LLC	4136	865 S.W. LEMANS LANE		LEE'S SUMMIT	MO	64082	816/623-9119	United States
MISSOURI RIVER PIZZA GROUP, L.L.C.	4664	1229 ALLEN DR.	STE B	GRAND ISLAND	NE	68803-3333	308/384-7272	United States
MKSSN INC	3613	2580 ARENA BLVD. #B120	NATOMAS LANDING SHOPPING CTR.	SACRAMENTO	CA	95834	9165757575	United States
MLM VENTURES, INC.	3196	460 BANKS CROSSING DRIVE		COMMERCE	GA	30529	7063352050	United States
MLM VENTURES, INC.	5090	55 FREEDOM PARKWAY		HOSCHTON	GA	30548	762/448-6180	United States
MLM VENTURES, INC.	3094	689-A SYCAMORE STREET		JEFFERSON	GA	30549	7063675181	United States
MODENZA ENTERPRISES LLC	4768	15140 PARAMOUNT BLVD		PARAMOUNT	CA	90723	562/296-6999	United States
MODENZA ENTERPRISES LLC	4877	4500 ROSEMEAD BLVD, UNIT F		PICO RIVERA	CA	90660	562/374-7272	United States
MOFFETT FOODS, INC.	4616	ALL-N-1 FOOD STORE #3	3204 HWY 71	CAMPTI	LA	71411	318/476-3350	United States
MOFFETT FOODS, INC.	5122	5166 CUT OFF ROAD		COUSHATTA	LA	71019	318/702-3055	United States
MOMMAND AND SODHUN LLC	3840	1008 HIGHWAY 34	PINE VALLEY PLAZA	MATAWAN	NJ	07747	7324417272	United States
MOORE PIZZA LLC	3029	5658 WEST WHITE MOUNTAIN BLVD.	SUITE 24	LAKESIDE	AZ	85929	928/532-7272	United States
MOTOR CITY PIZZA VENTURES, LLC	4819	27506 FORD ROAD		GARDEN CITY	MI	48135	734/522-7272	United States
MOTOR CITY PIZZA VENTURES, LLC	4512	33250 SIX MILE ROAD		LIVONIA	MI	48152	734/762-7272	United States
MOTOR CITY PIZZA VENTURES, LLC	1395	47430 PONTIAC TRAIL	WIXOM PLAZA SHOPPING CENTER	WIXOM	MI	48393	2486697272	United States
MOTOR CITY PIZZA VENTURES, LLC	4714	840 WEST BOUNDARY STREET #2		PERRYSBURG	OH	43551	419/873-8177	United States
MOTOR CITY PIZZA VENTURES, LLC	628	3231 DORR STREET		TOLEDO	OH	43607	4195397777	United States
MOUNT HOLLY PJ LLC	1376	516 HIGH STREET		MOUNT HOLLY	NJ	08060-1026	6097028300	United States
MOUNT LAUREL PJ LLC	1944	1200 CHURCH STREET	STE 111	MOUNT LAUREL	NJ	08054-2936	8567787877	United States
MOUNTAIN PIZZA, LLC	4919	127 NORTH CALDWELL STREET		BREVARD	NC	28712	828/552-8611	United States
MOUNTAIN PIZZA, LLC	5082	3338 BOYLSTON HIGHWAY	SUITE #50	MILLS RIVER	NC	28759	828/233-5315	United States
MOUNTAIN PIZZA, LLC	4595	61 WEAVER BLVD.	SUITE E	WEAVERVILLE	NC	28787-6316	828/484-7373	United States
MR H PIZZA INC	4323	2307 OAKDALE RD.	STE 801	MODESTO	CA	95355-2696	209/575-7272	United States
MRJ-VERONA, LLC	4493	1325 W. DUVAL MINE RD	SAHUARITA PALMS S/C SUITE 191	SAHUARITA	AZ	85614	520/393-7272	United States
MRJ-VERONA, LLC	4419	2071 E. IRVINGTON RD STE 117	KINO GATEWAY CENTER	TUCSON	AZ	85714	520/908-7272	United States
MRJ-VERONA, LLC	4475	1301 W SAINT MARYS RD		TUCSON	AZ	85745	520/628-7272	United States
MRJ-VERONA, LLC	5016	3305 N SWAN RD, B-107		TUCSON	AZ	85712	520/299-3232	United States
MRR UNITED PARTNER, LLC	4517	1417 7TH ST	STE B	BAY CITY	TX	77414-4922	979/245-7272	United States
MRSK FOOD INC.	3559	314 SOUTH BROADWAY		YONKERS	NY	10705	9143767272	United States
MV FOODS, LLC	3199	1519 SOUTH BROADWAY STREET		PITTSBURG	KS	66762	6202327272	United States
MV FOODS, LLC	3412	501 S. MADISON ST STE. O		WEBB CITY	MO	64870	4176737272	United States
NAFI LLC	4155	5359 N. BROADWAY		CHICAGO	IL	60640	773/561-7272	United States
NCPC, LLC	1561	1537 FREEWAY DR., SUITE 406		REIDSVILLE	NC	27320	3363481199	United States
NE PHILADELPHIA PJ LLC	1850	6543 ROOSEVELT BLVD.	UNIT 18-A	PHILADELPHIA	PA	19149	215/722-5200	United States
NEPTUNE STAR INC.	3888	1151 W. TAYLOR STREET		CHICAGO	IL	60607	3127337272	United States
NIAGARA PIZZERIA INC.	4800	1715 NIAGARA FALLS BLVD.		AMHERST	NY	14228-2707	716/832-7272	United States
NIAGARA PIZZERIA INC.	5024	240 1ST STREET		NIAGARA FALLS	NY	14303	716/371-4395	United States
NOOR RESTAURANTS COMPANY	4169	1418 EAST 53RD STREET		CHICAGO	IL	60615	773/752-7272	United States
NORRISTOWN RP LLC	1842	2810 RIDGE PIKE		NORRISTOWN	PA	19403-1533	6106312300	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	878	911-A N EAST ST		FREDERICK	MD	21701	3016987272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1188	5732 BUCKEYSTOWN PIKE	#25	FREDERICK	MD	21704	3016823535	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	4972	3401 E. URBANA PIKE SUITE 1	LOUDON CROSSING	FREDERICK	MD	21704	301/810-4040	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	2689	1502 SOUTH MAIN STREET		MOUNT AIRY	MD	21771	3018293100	United States

NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3149	610 N. MAIN STREET, SUITE E		BRIDGEWATER	VA	22812	5408282727	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3063	321 SOUTHGATE SHOPPING CENTER		CULPEPER	VA	22701	5408294700	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1682	4814 DALE BLVD.		DALE CITY	VA	22193	7035837272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3640	18085 TRIANGLE PLAZA		DUMFRIES	VA	22026	7032214899	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1684	411 CHATHAM HEIGHTS RD. STE. 111		FREDERICKSBURG	VA	22405	5403727676	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	2877	5452 SOUTH POINT PLAZA WAY		FREDERICKSBURG	VA	22407	5408344433	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	285	3940 PLANK ROAD	SUITE W	FREDERICKSBURG	VA	22407	540/898-7272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	4691	570 CELEBRATE VIRGINIA PKWY	SUITE 105	FREDERICKSBURG	VA	22406	540/752-8182	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	2063	610 N. ROYAL AVENUE		FRONT ROYAL	VA	22630	5406363031	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	178	1790 EAST MARKET STREET	STE 104	HARRISONBURG	VA	22801	540/433-7272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1683	10380 PORTSMOUTH RD		MANASSAS	VA	20109	7033927272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	743	10097 MARKET CIRCLE DRIVE #2		MANASSAS	VA	20110	703/369-7272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	1266	1075 GARRISONVILLE ROAD, SUITE 114		STAFFORD	VA	22556	540/657-1200	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3474	2769 RICHMOND HWY STE 119		STAFFORD	VA	22554	5402889445	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	576	644-B GREENVILLE AVE		STAUNTON	VA	24401	5408867272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	3341	660 WARRIOR DRIVE STE. 102		STEPHENS CITY	VA	22655	5408697272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	577	250 N POPLAR ST	STE H	WAYNESBORO	VA	22980-4360	5409437272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	607	2227 VALLEY AVENUE		WINCHESTER	VA	22601	5406674141	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	812	1979 DANIEL STUART SQUARE	UNIT #31	WOODBRIDGE	VA	22191	703/492-7272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	826	13560 MINNIEVILLE RD		WOODBRIDGE	VA	22192	703/680-7272	United States
NORTH CENTRAL VIRGINIA RESTAURANTS, INC.	2806	769 E WASHINGTON STREET		CHARLES TOWN	WV	25414-1082	3047287272	United States
NORTH WALES PJ LLC	1591	123 SOUTH MAIN STREET		NORTH WALES	PA	19454	2156997200	United States
NORTHERN BLVD PAPA INC.	3457	193-18 NORTHERN BOULEVARD		FLUSHING	NY	11358	718/224-3311	United States
NORTHLAKE PAPA JOHN'S, INC.	5047	1236 FM 407	SUITE 700	NORTHLAKE	TX	76247	940/441-4375	United States
NORTHLAND PIZZA, LLC	5152	207 S MITCHELL ST STE 102		CADILLAC	MI	49601	231/577-4154	United States
NORTHLAND PIZZA, LLC	5039	2377 EAST M113		KINGSLEY	MI	49649	231/421-7222	United States
NQS PIZZA INC.	5031	1257 FULTON STREET		BROOKLYN	NY	11216	718/399-7272	United States
NS2 INVESTMENT LLC	4718	12841 MICHIGAN AVE		DEARBORN	MI	48126	313/846-7272	United States
NSM MERCHANT, INC.	1953	11850 BISSONNET ST	SUITE P	HOUSTON	TX	77099	2815617272	United States
NSM MERCHANT, INC.	1506	2022 NORTH GESSNER ROAD		HOUSTON	TX	77080-6328	7133650333	United States
NSM MERCHANT, INC.	4034	3322 SE MILITARY	#104	SAN ANTONIO	TX	78223-3981	210/236-7787	United States
NSM MERCHANT, INC.	4152	1714 SW MILITARY	STE 107	SAN ANTONIO	TX	78221	210/922-7272	United States
NSM MERCHANT, INC.	4230	4525 RIGSBY AVE	SUITE 114	SAN ANTONIO	TX	78222	210/370-3555	United States
NWA PIZZA LLC	2263	2715 W HWY 76 STE 100		BRANSON	MO	65616	4173377272	United States
O'NEAL BOYZ, LLC	186	990 STATE STREET NW		ATLANTA	GA	30318-5630	4048725252	United States
O'NEAL BOYZ, LLC	425	5658-A RIVERDALE ROAD		COLLEGE PARK	GA	30349-7317	7709077272	United States
O'NEAL BOYZ, LLC	1026	561 FOREST PARKWAY, SUITE 8		FOREST PARK	GA	30297-6136	4043633500	United States
O'NEAL BOYZ, LLC	1706	11105 TARA BLVD.		HAMPTON	GA	30228	7704777775	United States
O'NEAL BOYZ, LLC	3209	2176 HIGHWAY 20 WEST, SUITE 2174	WESTRIDGE SHOPPING CENTER	MCDONOUGH	GA	30253	7709578889	United States
O'NEAL BOYZ, LLC	776	205 RACETRACK RD.		MCDONOUGH	GA	30252	7709147890	United States
O'NEAL BOYZ, LLC	780	2075 MT ZION RD		MORROW	GA	30260	7704777760	United States
O'NEAL BOYZ, LLC	823	745 HWY 138 SOUTH WEST		RIVERDALE	GA	30274	7709912000	United States
O'NEAL BOYZ, LLC	772	5582 N. HENRY BLVD.		STOCKBRIDGE	GA	30281	7704742500	United States
OC CAPITAL GROUP LLC	1636	22335 EL TORO RD.		LAKE FOREST	CA	92630	9499517272	United States
OC CAPITAL GROUP LLC	3995	802 AVENIDA PICO #P		SAN CLEMENTE	CA	92673	949/369-7272	United States
OCALA PIZZA, LLC	497	2705 EAST SILVER SPRINGS BOULEVARD		OCALA	FL	34470-7005	3526902277	United States
OCALA PIZZA, LLC	1124	2611 SW COLLEGE RD.	SUITE B	OCALA	FL	34471	3522911010	United States
OCALA PIZZA, LLC	2800	9470 SOUTH US HIGHWAY 441		OCALA	FL	34480-5226	3523073222	United States
OHIO FOOD, LLC	4958	114 FRONT STREET		BEREA	OH	44017	440/891-1900	United States
OHIO FOOD, LLC	646	4221 FULTON ROAD		CLEVELAND	OH	44144	2164591934	United States
OHIO FOOD, LLC	226	14404 CEDAR ROAD		CLEVELAND	OH	44121-3329	2166911982	United States
OHIO FOOD, LLC	434	17125 LORAIN AVENUE		CLEVELAND	OH	44111	2166714458	United States
OHIO FOOD, LLC	863	5358 TURNEY ROAD		GARFIELD HEIGHTS	OH	44125	2166631919	United States

OHIO FOOD, LLC	349	18400 DETROIT AVENUE		LAKEWOOD	OH	44107	2162281944	United States
OHIO FOOD, LLC	735	5707 MAYFIELD ROAD		MAYFIELD HTS.	OH	44124	4404611963	United States
OHIO FOOD, LLC	1637	6289 REYNOLDS ROAD		MENTOR	OH	44060	4402091901	United States
OHIO FOOD, LLC	125	24753 LORAIN ROAD		NORTH OLMSTED	OH	44070	4407771983	United States
OHIO FOOD, LLC	1089	65 W WALNUT AVE		PAINESVILLE	OH	44077	4403521916	United States
OHIO FOOD, LLC	683	6058 BROADVIEW ROAD		PARMA	OH	44134	2163981969	United States
OHIO FOOD, LLC	126	6649 PEARL RD.		PARMA HEIGHTS	OH	44130	4408881962	United States
OHIO FOOD, LLC	288	16981 CHAGRIN BOULEVARD		SHAKER HEIGHTS	OH	44120-3725	2169911960	United States
OHIO FOOD, LLC	278	27315 DETROIT ROAD		WESTLAKE	OH	44145	4408991998	United States
OHIO FOOD, LLC	3716	34804 EUCLID AVE		WILLOUGHBY	OH	44094	4406027272	United States
OHIO PIZZA DELIVERY CO.	280	701 E MARKET ST		AKRON	OH	44305	3304347222	United States
OHIO PIZZA DELIVERY CO.	814	340 EAST WATERLOO ROAD		AKRON	OH	44319-1255	3307247272	United States
OHIO PIZZA DELIVERY CO.	632	1885 WEST MARKET STREET		AKRON	OH	44313	3308678000	United States
OHIO PIZZA DELIVERY CO.	621	2845 E WATERLOO RD		AKRON	OH	44312	3306284100	United States
OHIO PIZZA DELIVERY CO.	168	1630 STATE ROAD		CUYAHOGA FALLS	OH	44223	3309292299	United States
OHIO PIZZA DELIVERY CO.	1009	178 W STREETSBORO ST	UNIT 4	HUDSON	OH	44236	3306550888	United States
OHIO PIZZA DELIVERY CO.	124	439 E MAIN ST		KENT	OH	44240	3306780050	United States
OHIO PIZZA DELIVERY CO.	365	3732 DARROW ROAD		STOW	OH	44224	3306868500	United States
ONEWAY MANAGEMENT COMPANY, INC.	4309	936 JUNCTION HIGHWAY, SUITE C		KERRVILLE	TX	78028	830/896-7272	United States
ONEY BAYSIDE, LLC	805	3700 ULMERTON RD.		CLEARWATER	FL	33762	7275767777	United States
ONEY BAYSIDE, LLC	1410	18378 US HIGHWAY 19 N		CLEARWATER	FL	33764-1723	7275237272	United States
ONEY BAYSIDE, LLC	806	1886 W BAY DR		LARGO	FL	33770-3017	7275847272	United States
ONEY BAYSIDE, LLC	2114	3460 EAST LAKE RD		PALM HARBOR	FL	34685	7277862727	United States
ONEY BAYSIDE, LLC	804	11246 PARK BLVD		SEMINOLE	FL	33772	7273977300	United States
ONEY BAYSIDE, LLC	2113	6894 GULFPORT BLVD S		SOUTH PASADENA	FL	33707-2108	7273817272	United States
ONEY BAYSIDE, LLC	663	5000 34TH STREET SOUTH		ST. PETERSBURG	FL	33711	7278667200	United States
ONEY BAYSIDE, LLC	662	5170 66TH STREET NORTH		ST. PETERSBURG	FL	33709	7275417400	United States
ONEY BAYSIDE, LLC	1412	2390 FOURTH ST. NORTH		ST. PETERSBURG	FL	33704	7278217272	United States
OSP K&V, INC.	351	4885 GOLDEN GATE PKWY		NAPLES	FL	34116-6960	2393527272	United States
OUR SAI LLC	5110	14318 7Th Street		DADE CITY	FL	33523	352/458-3055	United States
OZARK PIZZA COMPANY, LLC	3683	1000 HWY 35 NORTH #14		BENTON	AR	72019	5013157272	United States
OZARK PIZZA COMPANY, LLC	3993	231 N. WALTON BLVD. STE 5		BENTONVILLE	AR	72712	479/271-7272	United States
OZARK PIZZA COMPANY, LLC	3760	3231 MAIN ST. #8		BRYANT	AR	72022-9033	5018470100	United States
OZARK PIZZA COMPANY, LLC	195	215 FARRIS RD.		CONWAY	AR	72034	501/327-9111	United States
OZARK PIZZA COMPANY, LLC	641	503 NORTH COLLEGE AVENUE		FAYETTEVILLE	AR	72701-3402	4794441999	United States
OZARK PIZZA COMPANY, LLC	1571	5600 ROGERS AVENUE		FORT SMITH	AR	72903-3750	4794786777	United States
OZARK PIZZA COMPANY, LLC	5231	14415 HIGHWAY 107		GRAVEL RIDGE	AR	72076	501/436-0800	United States
OZARK PIZZA COMPANY, LLC	228	911 WEST MAIN STREET		JACKSONVILLE	AR	72076-4025	5019829111	United States
OZARK PIZZA COMPANY, LLC	390	1300 S CARAWAY RD		JONESBORO	AR	72401-5853	8709319119	United States
OZARK PIZZA COMPANY, LLC	3907	2000 S UNIVERSITY AVE.	STE. C	LITTLE ROCK	AR	72204-3600	5016716300	United States
OZARK PIZZA COMPANY, LLC	202	5022 CLUB ROAD, STE. B		LITTLE ROCK	AR	72207	5016645777	United States
OZARK PIZZA COMPANY, LLC	134	11321 WEST MARKHAM STREET, STE 3		LITTLE ROCK	AR	72211-2886	5012247300	United States
OZARK PIZZA COMPANY, LLC	3240	717 N. CARDINAL DR		MOUNTAIN HOME	AR	72653	870/492-7272	United States
OZARK PIZZA COMPANY, LLC	152	4612 JOHN F KENNEDY BOULEVARD, STE 6		NORTH LITTLE ROCK	AR	72116-7311	5017910505	United States
OZARK PIZZA COMPANY, LLC	3463	1518 W. COURT ST.		PARAGOULD	AR	72450	8702364343	United States
OZARK PIZZA COMPANY, LLC	985	2810 WEST WALNUT STREET, SUITE D		ROGERS	AR	72756-0318	4796364700	United States
OZARK PIZZA COMPANY, LLC	2669	700 WEST MAIN STREET		RUSSELLVILLE	AR	72801-3617	4798587272	United States
OZARK PIZZA COMPANY, LLC	5233	151 1/2 HIGHWAY 412 E		SILOAM SPRINGS	AR	72761-4772	479/228-5400	United States
OZARK PIZZA COMPANY, LLC	685	1108 WEST ROBINSON AVENUE		SPRINGDALE	AR	72764-6233	4797569111	United States
OZARK PIZZA COMPANY, LLC	4675	1104 BROADWAY ST.		VAN BUREN	AR	72956-4553	479/471-7272	United States
OZARK PIZZA COMPANY, LLC	3866	1611 NORTH MISSOURI STREET		WEST MEMPHIS	AR	72301	8707331000	United States
OZARK PIZZA COMPANY, LLC	3303	248 S. RANDALL ROAD	STONEGATE COMMONS, SPACE 101	ALGONQUIN	IL	60102-9775	8479607272	United States
OZARK PIZZA COMPANY, LLC	5070	1649 MONTGOMERY ROAD	SUITE 4	AURORA	IL	60504	630/256-8786	United States

OZARK PIZZA COMPANY, LLC	556	3809 NORTH BELT WEST		BELLEVILLE	IL	62226-5626	6182571000	United States
OZARK PIZZA COMPANY, LLC	3804	384 WEST HALF DAY ROAD		BUFFALO GROVE	IL	60089	847/955-7272	United States
OZARK PIZZA COMPANY, LLC	4109	230 WEST DIVISION STREET		CHICAGO	IL	60610	312/266-2447	United States
OZARK PIZZA COMPANY, LLC	4106	80 EAST CERMAK ROAD		CHICAGO	IL	60616	312/225-1200	United States
OZARK PIZZA COMPANY, LLC	3999	2640 N. CLARK		CHICAGO	IL	60614	773/281-7272	United States
OZARK PIZZA COMPANY, LLC	3175	203 W. LINCOLN HIGHWAY		DEKALB	IL	60115	8157877272	United States
OZARK PIZZA COMPANY, LLC	3309	1825 LARKIN AVENUE		ELGIN	IL	60123-5840	8477606464	United States
OZARK PIZZA COMPANY, LLC	1183	1276 NORTH ILLINOIS ROUTE 83		GRAYSLAKE	IL	60030-7953	8475487272	United States
OZARK PIZZA COMPANY, LLC	5273	1044 MAPLE AVE		LISLE	IL	60532	630/395-7210	United States
OZARK PIZZA COMPANY, LLC	1963	3804 WEST ELM STREET		MCHENRY	IL	60050	8153857272	United States
OZARK PIZZA COMPANY, LLC	3233	1780 W. GOLF ROAD		MOUNT PROSPECT	IL	60056	8474377272	United States
OZARK PIZZA COMPANY, LLC	3195	859 N QUENTIN ROAD		PALATINE	IL	60067	8479917272	United States
OZARK PIZZA COMPANY, LLC	3456	1211 N. ELMHURST ROAD		PROSPECT HEIGHTS	IL	60070	8475377272	United States
OZARK PIZZA COMPANY, LLC	3621	2525 W. SCHAUMBURG RD.		SCHAUMBURG	IL	60194	8473527272	United States
OZARK PIZZA COMPANY, LLC	3338	16 E GOLF RD, UNIT D		SCHAUMBURG	IL	60173	847/843-7272	United States
OZARK PIZZA COMPANY, LLC	3407	852 SHARP DRIVE	SUITE E	SHOREWOOD	IL	60404	8157447777	United States
OZARK PIZZA COMPANY, LLC	957	1321 NORTH GREEN BAY ROAD		WAUKEGAN	IL	60085-1137	8476257272	United States
OZARK PIZZA COMPANY, LLC	4929	1185 N BRIDGE ST.		YORKVILLE	IL	60560	630/553-7272	United States
OZARK PIZZA COMPANY, LLC	541	15266 MANCHESTER ROAD		BALLWIN	MO	63011-4601	6362307272	United States
OZARK PIZZA COMPANY, LLC	1519	1931 SOUTH MAIN ST.		JOPLIN	MO	64804	4176267171	United States
OZARK PIZZA COMPANY, LLC	4185	1607 W STATE HIGHWAY J		OZARK	MO	65721	417/485-5100	United States
OZARK PIZZA COMPANY, LLC	511	9800 MANCHESTER ROAD, SUITE D		ROCK HILL	MO	63119-1228	3149688800	United States
OZARK PIZZA COMPANY, LLC	4576	201 NORTH TUCKER BOULEVARD STE E	PARK PACIFIC GARAGE BLDG.	SAINT LOUIS	MO	63101	314/621-7272	United States
OZARK PIZZA COMPANY, LLC	1407	1814 W KEARNEY ST		SPRINGFIELD	MO	65803	4178697272	United States
OZARK PIZZA COMPANY, LLC	1288	1037 S GLENSTONE AVE		SPRINGFIELD	MO	65804	4178317272	United States
OZARK PIZZA COMPANY, LLC	1253	3305 S CAMPBELL	STE A	SPRINGFIELD	MO	65807	4178907272	United States
OZARK PIZZA COMPANY, LLC	290	21 STONEGATE CENTER		VALLEY PARK	MO	63088-1215	6362258300	United States
OZARK PIZZA COMPANY, LLC	3386	703 W. PEARCE BLVD.		WENTZVILLE	MO	63385	6363277272	United States
OZARK PIZZA COMPANY, LLC	2802	4102 TWIN CREEKS DR.	TWIN CREEKS PLAZA STE.118	BELLEVUE	NE	68123-4083	4024080044	United States
OZARK PIZZA COMPANY, LLC	905	1601 Q STREET, SUITE C		LINCOLN	NE	68508-1640	4024766262	United States
OZARK PIZZA COMPANY, LLC	1181	2720 DAN AVE. STE 102		LINCOLN	NE	68504	402/435-7272	United States
OZARK PIZZA COMPANY, LLC	1098	623 N. 48TH STREET		LINCOLN	NE	68504	4024654800	United States
OZARK PIZZA COMPANY, LLC	1366	5400 SOUTH 56TH STREET	SPACE 5	LINCOLN	NE	68516	4024207272	United States
OZARK PIZZA COMPANY, LLC	2664	4610 S. 50TH ST.	HOLLYWOOD VIDEO	OMAHA	NE	68117-1373	4027331500	United States
OZARK PIZZA COMPANY, LLC	2817	1201 S. 157TH STREET	STE 104	OMAHA	NE	68130	4024080055	United States
OZARK PIZZA COMPANY, LLC	2795	657 NORTH 46TH STREET		OMAHA	NE	68132-2508	4024080037	United States
OZARK PIZZA COMPANY, LLC	2179	4263 SOUTH 144TH STREET		OMAHA	NE	68137-1012	4028956000	United States
OZARK PIZZA COMPANY, LLC	2125	2662 N 90TH STREET		OMAHA	NE	68134	4023995700	United States
OZARK PIZZA COMPANY, LLC	1426	9765 Q STREET	SPACE #15	RALSTON	NE	68127	4023316226	United States
OZARK PIZZA COMPANY, LLC	1154	904 N ELM PL		BROKEN ARROW	OK	74012	9182587272	United States
OZARK PIZZA COMPANY, LLC	3991	6323 S. ELM PL.		BROKEN ARROW	OK	74011-4101	918/321-7272	United States
OZARK PIZZA COMPANY, LLC	3544	502 SOUTH LYNN RIGGS BLVD	SUITE 108	CLAREMORE	OK	74017	918/343-8282	United States
OZARK PIZZA COMPANY, LLC	3406	12174 S. WACO AVENUE		GLENPOOL	OK	74033	9182273232	United States
OZARK PIZZA COMPANY, LLC	1196	1915 S. CLASSEN BLVD.	SUITE 101	NORMAN	OK	73071	405/579-7900	United States
OZARK PIZZA COMPANY, LLC	1160	3203 WEST ROBINSON STREET		NORMAN	OK	73072-3350	4055797272	United States
OZARK PIZZA COMPANY, LLC	2608	12402 E 86TH ST.		OWASSO	OK	74055-2500	9183769292	United States
OZARK PIZZA COMPANY, LLC	1140	2802 E 11TH ST		TULSA	OK	74104	9185997272	United States
OZARK PIZZA COMPANY, LLC	1252	5111 S HARVARD ST		TULSA	OK	74135	9187447272	United States
OZARK PIZZA COMPANY, LLC	2128	10829 EAST 31ST STREET		TULSA	OK	74146	9186287272	United States
OZARK PIZZA COMPANY, LLC	3992	8010 E. 106TH ST		TULSA	OK	74133	918/279-7272	United States
P & Z CAROLINA PIZZA, LLC	1674	828 N MAIN ST		FRANKLIN	KY	42134	2705987272	United States
P & Z CAROLINA PIZZA, LLC	1880	640 WEST NINTH STREET		RUSSELLVILLE	KY	42276-1216	2707267241	United States
P & Z CAROLINA PIZZA, LLC	4187	59 PLAZA LOOP		CANTON	NC	28716	828/646-6789	United States

P & Z CAROLINA PIZZA, LLC	4418	155 HIGHLANDS ROAD		FRANKLIN	NC	28734	828/349-1818	United States
P & Z CAROLINA PIZZA, LLC	4259	500 NORTH MAIN ST	SUITE 6	MARION	NC	28752	828/659-7272	United States
P & Z CAROLINA PIZZA, LLC	4358	2301 US HWY 70		SWANNANOA	NC	28778	828/686-5678	United States
P & Z CAROLINA PIZZA, LLC	4117	78 WAYNESVILLE PLAZA		WAYNESVILLE	NC	28786	828/452-9696	United States
P & Z CAROLINA PIZZA, LLC	3142	12 MATHIS DRIVE		DICKSON	TN	37055	6154413232	United States
P & Z CAROLINA PIZZA, LLC	5021	2524 HIGHWAY 49E		PLEASANT VIEW	TN	37146	615/398-3945	United States
P & Z CAROLINA PIZZA, LLC	1889	140 WEST KNIGHT		PORTLAND	TN	37148	6153257272	United States
P & Z CAROLINA PIZZA, LLC	2974	149 RAYMOND HIRSCH PARKWAY		WHITE HOUSE	TN	37188	6156725656	United States
P J OCEAN, INC.	1856	152 ROUTE 37 EAST		TOMS RIVER	NJ	08753-5503	7327971111	United States
P.D. LIMITED OF THE UPSTATE, LLC	3748	3405 WHITEHORSE ROAD		GREENVILLE	SC	29611-5947	8643857272	United States
P.D. LIMITED OF THE UPSTATE, LLC	4798	3093 HWY 14 SOUTH	UNIT H	GREER	SC	29650	864/678-6300	United States
P.D. LIMITED OF THE UPSTATE, LLC	4532	12165 GREENVILLE HWY		LYMAN	SC	29365	864/661-7272	United States
P.D. LIMITED OF THE UPSTATE, LLC	4779	105 CELY LANE		PIEDMONT	SC	29673	864/220-7000	United States
P.J. CAMBRIDGE, INC.	693	605 SOUTHGATE PARKWAY		CAMBRIDGE	OH	43725-2967	7404397272	United States
P.J. CAMBRIDGE, INC.	1254	4421 EMERSON AVE	#107	PARKERSBURG	WV	26104	3044857272	United States
P.J. CAMBRIDGE, INC.	881	4052 WASHINGTON ST		WEIRTON	WV	26062	3047977272	United States
PACIFIC PJ, LLC	574	1430 CLAREMONT AVENUE, SUITE 2		ASHLAND	OH	44805-3564	4192817272	United States
PACIFIC PJ, LLC	2770	922 WOOSTER ROAD		BARBERTON	OH	44203	3308610909	United States
PACIFIC PJ, LLC	884	4260 CENTER ROAD		BRUNSWICK	OH	44212	3302207575	United States
PACIFIC PJ, LLC	538	3001 CLEVELAND AVENUE NORTHWEST		CANTON	OH	44709-2810	3304939999	United States
PACIFIC PJ, LLC	227	4527 TUSCARAWAS STREET WEST		CANTON	OH	44708-5336	3304778400	United States
PACIFIC PJ, LLC	207	1206 LINCOLN WAY EAST		MASSILLON	OH	44646-6901	3308304000	United States
PACIFIC PJ, LLC	331	500 SOUTH COURT STREET		MEDINA	OH	44256-3678	3307257575	United States
PACIFIC PJ, LLC	381	1115 NORTH MAIN STREET		NORTH CANTON	OH	44720-1923	3304949999	United States
PACIFIC PJ, LLC	2353	13038 CLEVELAND AVENUE NORTHWEST		UNIONTOWN	OH	44685-8087	3306998900	United States
PACIFIC PJ, LLC	2686	132 AKRON ROAD		WADSWORTH	OH	44281-1840	3303344949	United States
PACIFIC PJ, LLC	314	1677 BEALL AVENUE		WOOSTER	OH	44691	3302637272	United States
PAGOSA PIZZA, LLC	5099	3505 W HWY 160		PAGOSA SPRINGS	CO	81147	970/585-5020	United States
PAPA ERDR LENOX LLC	4065	439 PITSFIELD-LENOX ROAD		LENOX	MA	01240	413/445-7272	United States
PAPA ERDR LLC	3817	33 CROSBY STREET		DANBURY	CT	06810	2037927272	United States
PAPA ERDR LLC	3480	516 STILLWATER AVE STE. A		BANGOR	ME	04401	2079427272	United States
PAPA ERDR LLC	2858	222 ELM STREET		BIDDEFORD	ME	04005-3013	2072847200	United States
PAPA ERDR LLC	2785	850 LISBON STREET		LEWISTON	ME	04240-6680	2077867272	United States
PAPA ERDR LLC	5080	234 NORTH MAIN STREET		CONCORD	NH	03301	603/369-4005	United States
PAPA ERDR LLC	2895	223 SOUTH WILLOW STREET		MANCHESTER	NH	03103-5726	6036290060	United States
PAPA ERDR LLC	3868	110 DANIEL WEBSTER HIGHWAY		NASHUA	NH	03060	6038885005	United States
PAPA ERDR LLC	5164	101 2ND AVENUE		RARITAN	NJ	08869	908/698-4220	United States
PAPA ERDR WORCESTER II LLC	4810	406 CHANDLER STREET		WORCESTER	MA	01602-3328	508/752-7272	United States
PAPA JAPSIM INC.	3968	909 HILLSIDE AVE	NORTH SHORE COMMONS	NEW HYDE PARK	NY	11040	516/616-7272	United States
PAPA JOHN BRYSON INC.	2259	22330 SHERMAN WAY	#C - 14A	CANOGA PARK	CA	91303-1076	8188888000	United States
PAPA JOHN BRYSON INC.	2292	20442 SHERMAN WAY		CANOGA PARK	CA	91306-3109	8186108300	United States
PAPA JOHN BRYSON INC.	2081	10316 DE SOTO AVENUE		CHATSWORTH	CA	91311	8187252600	United States
PAPA JOHN BRYSON INC.	3011	18110 NORDHOFF STREET		NORTHRIDGE	CA	91325	8188821717	United States
PAPA JOHN'S EATONTON LLC	4961	102 WEST MARION ST		EATONTON	GA	31024	706/623-0202	United States
PAPA JOHN'S INTERNATIONAL, INC.	1399	3312 WEST MAIN STREET		DOTHAN	AL	36305-1019	3346787272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1906	2004 ROSS CLARK CIRCLE		DOTHAN	AL	36301	3346731313	United States
PAPA JOHN'S INTERNATIONAL, INC.	1245	904 RUCKER BLVD		ENTERPRISE	AL	36330	3343473636	United States
PAPA JOHN'S INTERNATIONAL, INC.	2357	1320 N FERDON BLVD		CRESTVIEW	FL	32536	8506838888	United States
PAPA JOHN'S INTERNATIONAL, INC.	5188	2783 ELKCAM BOULEVARD, SUITE 206		DELTONA	FL	32738	386/878-4999	United States
PAPA JOHN'S INTERNATIONAL, INC.	1070	1244 PROVIDENCE BOULEVARD		DELTONA	FL	32725-7327	3865747171	United States
PAPA JOHN'S INTERNATIONAL, INC.	1737	36088 EMERALD COAST PARKWAY		DESTIN	FL	32541-5720	8506503636	United States
PAPA JOHN'S INTERNATIONAL, INC.	3551	2506 SOUTH US HIGHWAY 1		FORT PIERCE	FL	34982	7724687171	United States
PAPA JOHN'S INTERNATIONAL, INC.	3064	432 MARY ESTHER CUT OFF NW		FORT WALTON BEACH	FL	32548-4023	8508620000	United States

PAPA JOHN'S INTERNATIONAL, INC.	544	98 EGLIN PKWY NE #8		FT WALTON BEACH	FL	32548	850/864-3636	United States
PAPA JOHN'S INTERNATIONAL, INC.	2366	3190 GULF BREEZE PKWY		GULF BREEZE	FL	32563	8509167200	United States
PAPA JOHN'S INTERNATIONAL, INC.	472	4300 LAKE MARY BLVD		LAKE MARY	FL	32746	4078297272	United States
PAPA JOHN'S INTERNATIONAL, INC.	260	182 W STATE ROAD 434	SUITE 1012	LONGWOOD	FL	32750	4073317272	United States
PAPA JOHN'S INTERNATIONAL, INC.	259	675 NORTH ORLANDO AVENUE		MAITLAND	FL	32751	4076447272	United States
PAPA JOHN'S INTERNATIONAL, INC.	471	2500 NORTH HIGHWAY A1A		MELBOURNE	FL	32903-2304	3217777274	United States
PAPA JOHN'S INTERNATIONAL, INC.	488	1070 N. WICKHAM ROAD #101		MELBOURNE	FL	32935	3217527272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1738	7965 WICKHAM RD., N.	SUITE 105	MELBOURNE	FL	32940	3217517272	United States
PAPA JOHN'S INTERNATIONAL, INC.	2828	6559 WEST HIGHWAY 90		MILTON	FL	32570-6605	8509839911	United States
PAPA JOHN'S INTERNATIONAL, INC.	2616	1813 ALHAMBRA STREET		NAVARRE	FL	32566-1031	8509397171	United States
PAPA JOHN'S INTERNATIONAL, INC.	860	410 JOHN SIMS PARKWAY, SUITE 1		NICEVILLE	FL	32578	8506787067	United States
PAPA JOHN'S INTERNATIONAL, INC.	3609	2625 ENTERPRISE ROAD SUITE 400	SAXON CROSSING	ORANGE CITY	FL	32763	3867758282	United States
PAPA JOHN'S INTERNATIONAL, INC.	262	7501-B COLONIAL DRIVE	AMSCOT CENTER	ORLANDO	FL	32807	4073807272	United States
PAPA JOHN'S INTERNATIONAL, INC.	268	5898 S. ORANGE BLOSSOM TRAIL		ORLANDO	FL	32839	4078597272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4771	1675 N AVALON PARK BLVD	SUITE 140	ORLANDO	FL	32828	407/781-4888	United States
PAPA JOHN'S INTERNATIONAL, INC.	1121	11775 EAST COLONIAL DRIVE		ORLANDO	FL	32817-4610	4072737272	United States
PAPA JOHN'S INTERNATIONAL, INC.	269	1501 NORTH MILLS AVENUE	UNIT 269	ORLANDO	FL	32803	4078957272	United States
PAPA JOHN'S INTERNATIONAL, INC.	266	7354 CURRY FORD ROAD	SUITE 151-G	ORLANDO	FL	32822	407/275-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	490	1016 LOCKWOOD BLVD.	SUITE 120	OVIEDO	FL	32765	407/366-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3413	3425 BAYSIDE LAKES BLVD. SE	SUITE 101	PALM BAY	FL	32909	3217288901	United States
PAPA JOHN'S INTERNATIONAL, INC.	482	4706 NE BABCOCK ST		PALM BAY	FL	32905	3217237272	United States
PAPA JOHN'S INTERNATIONAL, INC.	5083	623 W 23RD STREET		PANAMA CITY	FL	32405	850/387-2586	United States
PAPA JOHN'S INTERNATIONAL, INC.	3317	11160 PANAMA CITY BEACH PRKWY	STE 406	PANAMA CITY BEACH	FL	32407	850/235-6161	United States
PAPA JOHN'S INTERNATIONAL, INC.	383	596 EAST NINE MILE ROAD	STE 400	PENSACOLA	FL	32514	8504788887	United States
PAPA JOHN'S INTERNATIONAL, INC.	4257	2829 MICHIGAN AVENUE	SUITE C	PENSACOLA	FL	32526	850/944-5588	United States
PAPA JOHN'S INTERNATIONAL, INC.	629	805 N FAIRFIELD DR		PENSACOLA	FL	32506	8504576777	United States
PAPA JOHN'S INTERNATIONAL, INC.	364	6315 NORTH NINTH AVENUE		PENSACOLA	FL	32504	8508573636	United States
PAPA JOHN'S INTERNATIONAL, INC.	601	320 EAST CERVANTES STREET		PENSACOLA	FL	32501	850/435-3223	United States
PAPA JOHN'S INTERNATIONAL, INC.	5171	5645 W. SR 46, SUITE 1039		SANFORD	FL	32771	321/233-0102	United States
PAPA JOHN'S INTERNATIONAL, INC.	1073	332 WEST LAKE MARY BOULEVARD, SUITE 102		SANFORD	FL	32773-7442	4073287272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1074	4014 13TH STREET	THE OAKS S/C	ST. CLOUD	FL	34769	4079577722	United States
PAPA JOHN'S INTERNATIONAL, INC.	3564	1355 US 1, SUITE 4,		VERO BEACH	FL	32960	7722995599	United States
PAPA JOHN'S INTERNATIONAL, INC.	495	2430 MINTON ROAD		WEST MELBOURNE	FL	32904	3219537272	United States
PAPA JOHN'S INTERNATIONAL, INC.	499	1740 SR-436		WINTER PARK	FL	32792	4076717778	United States
PAPA JOHN'S INTERNATIONAL, INC.	265	5808 RED BUG LAKE RD		WINTER SPRINGS	FL	32708-5082	4076957272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1724	3734 CEDARCREST RD. B-112	BENTWATER VILLAGE SHOPPING CENTER	ACWORTH	GA	30101-2309	7709171292	United States
PAPA JOHN'S INTERNATIONAL, INC.	1708	5020 CHEROKEE ST, STE 300		ACWORTH	GA	30101-5282	6785744411	United States
PAPA JOHN'S INTERNATIONAL, INC.	5134	12890 HIGHWAY 9 NORTH	SUITE 120	ALPHARETTA	GA	30004	678/497-4100	United States
PAPA JOHN'S INTERNATIONAL, INC.	419	3000 OLD ALABAMA ROAD, SUITE 108-A		ALPHARETTA	GA	30022-8543	7707519022	United States
PAPA JOHN'S INTERNATIONAL, INC.	778	10995-C STATE BRIDGE ROAD		ALPHARETTA	GA	30022-8142	7705691115	United States
PAPA JOHN'S INTERNATIONAL, INC.	1027	5665 ATLANTA HWY SUITE #110		ALPHARETTA	GA	30004-3932	7705210003	United States
PAPA JOHN'S INTERNATIONAL, INC.	1023	270 RUCKER ROAD	VILLAGE WALK	ALPHARETTA	GA	30004	7707400909	United States
PAPA JOHN'S INTERNATIONAL, INC.	210	498 BAXTER STREET		ATHENS	GA	30605-1104	7065437272	United States
PAPA JOHN'S INTERNATIONAL, INC.	197	1860 BARNETT SHOALS ROAD, SUITE 602		ATHENS	GA	30605-6811	7063544444	United States
PAPA JOHN'S INTERNATIONAL, INC.	407	3620 ATLANTA HWY, SUITE 100		ATHENS	GA	30606	706/613-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4687	UNIVERSITY OF GEORGIA	SANFORD STADIUM	ATHENS	GA	30602	704/309-1784	United States
PAPA JOHN'S INTERNATIONAL, INC.	1709	1874 PIEDMONT AVE NE SUITE #2	PIEDMONT POINTE	ATLANTA	GA	30324-4880	4046071229	United States
PAPA JOHN'S INTERNATIONAL, INC.	1711	8725 ROSWELL ROAD, SUITE 4		ATLANTA	GA	30350-7527	6784614633	United States
PAPA JOHN'S INTERNATIONAL, INC.	3509	2685 METROPOLITAN PKWY SW, STE H1		ATLANTA	GA	30315-7900	4047623700	United States
PAPA JOHN'S INTERNATIONAL, INC.	773	3400 BUFORD HIGHWAY NE		ATLANTA	GA	30329-1406	4043156454	United States
PAPA JOHN'S INTERNATIONAL, INC.	4763	590 CASCADE AVENUE SW SUITE 3	CASCADE CITI CENTER	ATLANTA	GA	30310	678/500-7400	United States
PAPA JOHN'S INTERNATIONAL, INC.	184	2080 DEFOOR AVENUE	SUITE 110	ATLANTA	GA	30318	404/351-8282	United States
PAPA JOHN'S INTERNATIONAL, INC.	408	4285 ROSWELL ROAD NORTHEAST		ATLANTA	GA	30342-3766	4048519292	United States

PAPA JOHN'S INTERNATIONAL, INC.	1702	3425 CASCADE ROAD SW	SUITE 100	ATLANTA	GA	30311-3637	4046918855	United States
PAPA JOHN'S INTERNATIONAL, INC.	4250	1098 MORELAND AVENUE		ATLANTA	GA	30316	404/622-0600	United States
PAPA JOHN'S INTERNATIONAL, INC.	5139	2900 PEACHTREE ROAD, SUITE 113		ATLANTA	GA	30305	404/425-9242	United States
PAPA JOHN'S INTERNATIONAL, INC.	414	EAST-WEST CROSSING SHOPPING CENTER	4180 AUSTELL ROAD	AUSTELL	GA	30106	6789454500	United States
PAPA JOHN'S INTERNATIONAL, INC.	1713	2095 HWY. 211 NW SUITE 5A	THE VINEYARD'S SHOPPING CENTER	BRASELTON	GA	30517	7708680300	United States
PAPA JOHN'S INTERNATIONAL, INC.	1031	1845 MARIETTA HWY		CANTON	GA	30114-3904	7707207272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3198	6115 HICKORY FLAT HIGHWAY	SUITE 103	CANTON	GA	30115-7264	7707201955	United States
PAPA JOHN'S INTERNATIONAL, INC.	775	2151 SAVOY DRIVE		CHAMBLEE	GA	30341-1215	7709868772	United States
PAPA JOHN'S INTERNATIONAL, INC.	417	3533 GEORGIA HIGHWAY 20 SOUTHEAST		CONYERS	GA	30013-2879	7708609292	United States
PAPA JOHN'S INTERNATIONAL, INC.	1700	1409 SIGMAN ROAD NE		CONYERS	GA	30012	7707612113	United States
PAPA JOHN'S INTERNATIONAL, INC.	1705	3188 HIGHWAY 278 NORTHWEST		COVINGTON	GA	30014-2304	7707867373	United States
PAPA JOHN'S INTERNATIONAL, INC.	1712	1595 PEACHTREE PARKWAY, SUITE 114		CUMMING	GA	30041-9505	7708882425	United States
PAPA JOHN'S INTERNATIONAL, INC.	5161	831 AUBURN ROAD, SUITE 130		DACULA	GA	30019-5436	678/262-0494	United States
PAPA JOHN'S INTERNATIONAL, INC.	3759	1700 WINDER HWY	UNIT 107	DACULA	GA	30019	7705134222	United States
PAPA JOHN'S INTERNATIONAL, INC.	405	3077 NORTH DRUID HILLS ROAD		DECATUR	GA	30033-2624	4043158282	United States
PAPA JOHN'S INTERNATIONAL, INC.	3342	1065 COLUMBIA DRIVE	(AVONDALE)	DECATUR	GA	30030	4042848686	United States
PAPA JOHN'S INTERNATIONAL, INC.	1710	3653-C FLAKES MILL RD.	FLAT SHOALS CROSSING	DECATUR	GA	30034-5255	6784187111	United States
PAPA JOHN'S INTERNATIONAL, INC.	5140	3869 CHAPEL HILL ROAD, SUITE A		DOUGLASVILLE	GA	30135	678/384-4168	United States
PAPA JOHN'S INTERNATIONAL, INC.	187	3387 HIGHWAY 5	STE F	DOUGLASVILLE	GA	30135	7704894400	United States
PAPA JOHN'S INTERNATIONAL, INC.	774	3570 PEACHTREE INDUSTRIAL BLVD.		DULUTH	GA	30096	7704954600	United States
PAPA JOHN'S INTERNATIONAL, INC.	1723	3645 MARKETPLACE BLVD. SUITE #150	AKA CAMP CREEK PKWY.	EAST POINT	GA	30344	4043495009	United States
PAPA JOHN'S INTERNATIONAL, INC.	1028	101 FAIRVIEW ROAD, SUITE 121		ELLENWOOD	GA	30294-2722	7705068600	United States
PAPA JOHN'S INTERNATIONAL, INC.	4397	PJI MOBILE TRAILER	11105 TARA BLVD	HAMPTON	GA	30228	704/309-1784	United States
PAPA JOHN'S INTERNATIONAL, INC.	5156	11270 MEDLOCK BRIDGE ROAD, SUITE 210		JOHNS CREEK	GA	30097-2022	470/799-1595	United States
PAPA JOHN'S INTERNATIONAL, INC.	779	2774 COBB PKWY NW STE103		KENNESAW	GA	30152	7704285333	United States
PAPA JOHN'S INTERNATIONAL, INC.	413	4430 WADE GREEN ROAD NW	SUITE #40	KENNESAW	GA	30144	7709192169	United States
PAPA JOHN'S INTERNATIONAL, INC.	1021	2380 BUFORD DR, STE 104		LAWRENCEVILLE	GA	30043-7638	7709958801	United States
PAPA JOHN'S INTERNATIONAL, INC.	1024	2476 CRUSE ROAD SUITE 1	HERRERA SHOPPING CENTER	LAWRENCEVILLE	GA	30044	7709631955	United States
PAPA JOHN'S INTERNATIONAL, INC.	1025	860 OAK ROAD		LAWRENCEVILLE	GA	30044-5737	7709828868	United States
PAPA JOHN'S INTERNATIONAL, INC.	770	514 WEST PIKE STREET		LAWRENCEVILLE	GA	30046-4302	7708224700	United States
PAPA JOHN'S INTERNATIONAL, INC.	188	4845 LAWRENCEVILLE HWY.		LILBURN	GA	30047-3844	7707177572	United States
PAPA JOHN'S INTERNATIONAL, INC.	1020	2725 LEE ROAD SUITE B-5	PARADISE CROSSING	LITHIA SPRINGS	GA	30122	7709470011	United States
PAPA JOHN'S INTERNATIONAL, INC.	1030	6670-B COVINGTON HWY		LITHONIA	GA	30058	7703238880	United States
PAPA JOHN'S INTERNATIONAL, INC.	402	853 VETERANS MEMORIAL HIGHWAY SOUTHWEST		MABLETON	GA	30126-3203	7707395059	United States
PAPA JOHN'S INTERNATIONAL, INC.	411	4811 LOWER ROSWELL ROAD	SUITE B	MARIETTA	GA	30068	7709714111	United States
PAPA JOHN'S INTERNATIONAL, INC.	401	1860 SANDY PLAINS RD.	SUITE #105	MARIETTA	GA	30066	7705653599	United States
PAPA JOHN'S INTERNATIONAL, INC.	185	1325 POWERS FERRY ROAD, SOUTHEAST		MARIETTA	GA	30067-5409	7709848282	United States
PAPA JOHN'S INTERNATIONAL, INC.	181	931 WHITLOCK AVE. SW		MARIETTA	GA	30064	7704267272	United States
PAPA JOHN'S INTERNATIONAL, INC.	771	3165 JOHNSON FERRY RD NE		MARIETTA	GA	30062	7705879072	United States
PAPA JOHN'S INTERNATIONAL, INC.	5145	1690 POWDER SPRINGS ROAD		MARIETTA	GA	30064	678/384-4145	United States
PAPA JOHN'S INTERNATIONAL, INC.	406	2066 BEAVER RUIN ROAD STE D		NORCROSS	GA	30071	7703688282	United States
PAPA JOHN'S INTERNATIONAL, INC.	404	5200 JIMMY CARTER BLVD.		NORCROSS	GA	30093	7702426622	United States
PAPA JOHN'S INTERNATIONAL, INC.	129	6325 SPALDING DRIVE	SUITE B-2	NORCROSS	GA	30092	770/448-1666	United States
PAPA JOHN'S INTERNATIONAL, INC.	420	5100 DALLAS HWY	SUITE 330	POWDER SPRINGS	GA	30127-4491	7705141444	United States
PAPA JOHN'S INTERNATIONAL, INC.	777	4400 BROWNSVILLE ROAD, SUITE 110	BROWNSVILLE COMMONS	POWDER SPRINGS	GA	30127-8902	7704393878	United States
PAPA JOHN'S INTERNATIONAL, INC.	189	206 JOHNSON FERRY RD		SANDY SPRINGS	GA	30328	4042562243	United States
PAPA JOHN'S INTERNATIONAL, INC.	182	2697 SPRING ROAD SOUTHEAST		SMYRNA	GA	30080-3019	7704347272	United States
PAPA JOHN'S INTERNATIONAL, INC.	183	3240 SOUTH COBB DRIVE	SUITE 1400	SMYRNA	GA	30080	770/333-8787	United States
PAPA JOHN'S INTERNATIONAL, INC.	400	4000 STONE MOUNTAIN HIGHWAY #78		SNELLVILLE	GA	30039	7709782777	United States
PAPA JOHN'S INTERNATIONAL, INC.	415	1230 S HAIRSTON ROAD		STONE MOUNTAIN	GA	30088	404/297-8282	United States
PAPA JOHN'S INTERNATIONAL, INC.	416	386-C NORTH DESHON ROAD		STONE MOUNTAIN	GA	30087	7704696119	United States
PAPA JOHN'S INTERNATIONAL, INC.	1022	1498-B BUFORD HIGHWAY		SUGAR HILL	GA	30518-4962	7709326800	United States
PAPA JOHN'S INTERNATIONAL, INC.	1707	1052 PEACHTREE INDUSTRIAL BLVD		SUWANEE	GA	30024-1920	6784824221	United States

PAPA JOHN'S INTERNATIONAL, INC.	1029	4400 HUGH HOWELL ROAD	C-4	TUCKER	GA	30084-4915	7709389888	United States
PAPA JOHN'S INTERNATIONAL, INC.	1630	2061 EXPERIMENT STATION ROAD, SUITE 102		WATKINSVILLE	GA	30677-5322	7067691221	United States
PAPA JOHN'S INTERNATIONAL, INC.	1704	17 MONROE HWY, SUITE D	WINDER CORNERS SHOPPING CENTER	WINDER	GA	30680	7708688335	United States
PAPA JOHN'S INTERNATIONAL, INC.	5141	5339 OLD HWY. 5, SUITE 204		WOODSTOCK	GA	30188	678/384-4599	United States
PAPA JOHN'S INTERNATIONAL, INC.	410	3351TRICKUM RD.		WOODSTOCK	GA	30188	7705926560	United States
PAPA JOHN'S INTERNATIONAL, INC.	412	2035 TOWNE LAKE PARKWAY	STE 140	WOODSTOCK	GA	30189-5569	7705917272	United States
PAPA JOHN'S INTERNATIONAL, INC.	753	2700 WASHINGTON AVENUE		ALTON	IL	62002-5468	6184627272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3965	COLLEGE PLAZA	1630 CARLYLE AVE. STE G	BELLEVILLE	IL	62221	618/355-7525	United States
PAPA JOHN'S INTERNATIONAL, INC.	686	501 BELT LINE RD		COLLINSVILLE	IL	62234-3553	6183454444	United States
PAPA JOHN'S INTERNATIONAL, INC.	1104	3592 SOUTH STATE ROUTE #159		GLEN CARBON	IL	62034	6186597272	United States
PAPA JOHN'S INTERNATIONAL, INC.	682	3675 NAMEOKI ROAD		GRANITE CITY	IL	62040-3705	6188777272	United States
PAPA JOHN'S INTERNATIONAL, INC.	754	105 REGENCY PARK		O'FALLON	IL	62269	618/628-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3924	NORTH POINT CENTER	883 NORTH ILLINOIS ROUTE 3	WATERLOO	IL	62298	6189399600	United States
PAPA JOHN'S INTERNATIONAL, INC.	3246	668 WESLEY DRIVE	WOOD RIVER CENTRE	WOOD RIVER	IL	62095	6182587272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1486	116 NORTH STATE ROAD 267		AVON	IN	46123-8475	3172726880	United States
PAPA JOHN'S INTERNATIONAL, INC.	1545	99 FOREST PARK PLAZA		BRAZIL	IN	47834	8124427272	United States
PAPA JOHN'S INTERNATIONAL, INC.	671	530 EAST MAIN STREET		BROWNSBURG	IN	46112	3178587272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3272	7015 S. KENTUCKY AVENUE		CAMBY	IN	46113	3178567272	United States
PAPA JOHN'S INTERNATIONAL, INC.	192	2001-7 EAST GREYHOUND PASS	VILLAGE PARK PLAZA	CARMEL	IN	46033-7731	3175749595	United States
PAPA JOHN'S INTERNATIONAL, INC.	2	301 E. LEWIS & CLARK PARKWAY		CLARKSVILLE	IN	47129-1725	8122888888	United States
PAPA JOHN'S INTERNATIONAL, INC.	1488	1783 E STATE ROAD 163 STE J		CLINTON	IN	47842	7658280233	United States
PAPA JOHN'S INTERNATIONAL, INC.	14	2363 HIGHWAY 135 NW, SUITE 107		CORYDON	IN	47112-2068	8127388181	United States
PAPA JOHN'S INTERNATIONAL, INC.	122	10574 E. 96TH STREET		FISHERS	IN	46037	3178417272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1034	7270 FISHERS CROSSING DR		FISHERS	IN	46038	3175778282	United States
PAPA JOHN'S INTERNATIONAL, INC.	65	713 HIGHLANDER POINT DRIVE		FLOYDS KNOBS	IN	47119	8129237911	United States
PAPA JOHN'S INTERNATIONAL, INC.	1489	1205 S BLOOMINGTON SREET		GREENCASTLE	IN	46135-2205	7656552292	United States
PAPA JOHN'S INTERNATIONAL, INC.	1036	295 S STATE RD 135		GREENWOOD	IN	46142-1460	3178827272	United States
PAPA JOHN'S INTERNATIONAL, INC.	53	334 S.EMERSON AVE		GREENWOOD	IN	46143-1900	317/889-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4789	8142 EAST SOUTHPORT ROAD	SUITE 110	INDIANAPOLIS	IN	46259	317/449-0177	United States
PAPA JOHN'S INTERNATIONAL, INC.	1483	5499 E. 82ND STREET		INDIANAPOLIS	IN	46250	3175779595	United States
PAPA JOHN'S INTERNATIONAL, INC.	1482	4907 S. EMERSON AVE.		INDIANAPOLIS	IN	46203	3177837272	United States
PAPA JOHN'S INTERNATIONAL, INC.	199	1630 EAST SOUTHPORT ROAD		INDIANAPOLIS	IN	46227	3177827272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1485	10598 NORTH COLLEGE AVENUE		INDIANAPOLIS	IN	46280	3178467272	United States
PAPA JOHN'S INTERNATIONAL, INC.	165	3899 GEORGETOWN ROAD		INDIANAPOLIS	IN	46254-2445	3172917272	United States
PAPA JOHN'S INTERNATIONAL, INC.	235	5113 WEST WASHINGTON STREET		INDIANAPOLIS	IN	46241	3172437272	United States
PAPA JOHN'S INTERNATIONAL, INC.	233	435 NORTH SHADELAND AVENUE		INDIANAPOLIS	IN	46219-4913	3173577272	United States
PAPA JOHN'S INTERNATIONAL, INC.	150	6311 NORTH KEYSTONE AVENUE		INDIANAPOLIS	IN	46220	3172517272	United States
PAPA JOHN'S INTERNATIONAL, INC.	146	5500 N EMERSON WAY STE B		INDIANAPOLIS	IN	46226-1477	3172548282	United States
PAPA JOHN'S INTERNATIONAL, INC.	133	8437 DITCH ROAD		INDIANAPOLIS	IN	46260	3172557272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1032	10537 E. WASHINGTON ST		INDIANAPOLIS	IN	46229	3178977272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1033	8202 ROCKVILLE ROAD		INDIANAPOLIS	IN	46214-3113	3172718282	United States
PAPA JOHN'S INTERNATIONAL, INC.	1035	8955 E. 38TH ST.		INDIANAPOLIS	IN	46226-6072	3178907272	United States
PAPA JOHN'S INTERNATIONAL, INC.	316	5035 WEST 71ST STREET, SUITE K		INDIANAPOLIS	IN	46268	3172977272	United States
PAPA JOHN'S INTERNATIONAL, INC.	329	3915 SOUTH MADISON AVE, SUITE 4		INDIANAPOLIS	IN	46227-1328	3177829944	United States
PAPA JOHN'S INTERNATIONAL, INC.	1000	955 INDIANA AVE		INDIANAPOLIS	IN	46202-2917	3176327272	United States
PAPA JOHN'S INTERNATIONAL, INC.	868	3737-B EAST WASHINGTON STREET		INDIANAPOLIS	IN	46201-4425	3173224035	United States
PAPA JOHN'S INTERNATIONAL, INC.	869	11671 FOX ROAD		INDIANAPOLIS	IN	46236	3178269595	United States
PAPA JOHN'S INTERNATIONAL, INC.	1	1616 EAST 10TH STREET		JEFFERSONVILLE	IN	47130-6275	8122823333	United States
PAPA JOHN'S INTERNATIONAL, INC.	5144	9669 OLIO ROAD		MCCORDSVILLE	IN	46055-8900	317/747-9030	United States
PAPA JOHN'S INTERNATIONAL, INC.	1487	610 S STATE ROAD 67		MOORESVILLE	IN	46158-2796	3178316316	United States
PAPA JOHN'S INTERNATIONAL, INC.	3	2767 CHARLESTOWN ROAD		NEW ALBANY	IN	47150-1979	8129454444	United States
PAPA JOHN'S INTERNATIONAL, INC.	579	17023 MERCANTILE BLVD	STONY CREEK MARKETPLACE	NOBLESVILLE	IN	46060	3177739595	United States
PAPA JOHN'S INTERNATIONAL, INC.	744	136 N. PERRY RD.	MAIN STREET CROSSING SHOPPING CENTER	PLAINFIELD	IN	46168	3178387272	United States

PAPA JOHN'S INTERNATIONAL, INC.	64	510 BROADWAY STREET		SHELBYVILLE	IN	46176	3173982600	United States
PAPA JOHN'S INTERNATIONAL, INC.	147	4842 SOUTH US HWY 41	SOUTH POINTE CROSSING	TERRE HAUTE	IN	47802	8122997272	United States
PAPA JOHN'S INTERNATIONAL, INC.	90	1234 WABASH AVE		TERRE HAUTE	IN	47807	8122327272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4723	17435 B CAREY RD.	WESTFIELD MARKET PLACE	WESTFIELD	IN	46074	317/804-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1840	1219 W OAK STREET		ZIONSVILLE	IN	46077	3177339200	United States
PAPA JOHN'S INTERNATIONAL, INC.	5162	325 N. MOONLIGHT ROAD		GARDNER	KS	66030-1943	913/215-5101	United States
PAPA JOHN'S INTERNATIONAL, INC.	3382	204 GRANT STREET		JUNCTION CITY	KS	66441	7852383737	United States
PAPA JOHN'S INTERNATIONAL, INC.	1859	4637 SHAWNEE DRIVE		KANSAS CITY	KS	66106	913/789-7775	United States
PAPA JOHN'S INTERNATIONAL, INC.	2318	7361 STATE AVENUE		KANSAS CITY	KS	66112	9132991000	United States
PAPA JOHN'S INTERNATIONAL, INC.	1815	1738 S 4TH STREET		LEAVENWORTH	KS	66048	9137725000	United States
PAPA JOHN'S INTERNATIONAL, INC.	2598	15617 W 87TH PKWY		LENEXA	KS	66219	9138941300	United States
PAPA JOHN'S INTERNATIONAL, INC.	2984	2615 ANDERSON AVENUE		MANHATTAN	KS	66502	7855371400	United States
PAPA JOHN'S INTERNATIONAL, INC.	1925	101 S. PARKER		OLATHE	KS	66061	9137687772	United States
PAPA JOHN'S INTERNATIONAL, INC.	1605	13505 S MUR LEN RD, SUITE 104		OLATHE	KS	66062	9133932277	United States
PAPA JOHN'S INTERNATIONAL, INC.	4696	6840 W 119TH ST	SPACE B	OVERLAND PARK	KS	66209	913/754-1200	United States
PAPA JOHN'S INTERNATIONAL, INC.	2718	7321 W 151ST ST		OVERLAND PARK	KS	66223-2227	9138140101	United States
PAPA JOHN'S INTERNATIONAL, INC.	2298	5665 W. 95TH STREET		OVERLAND PARK	KS	66207	9133415000	United States
PAPA JOHN'S INTERNATIONAL, INC.	4150	22358 WEST 66TH STREET	UNIT #4	SHAWNEE	KS	66226	913/441-9333	United States
PAPA JOHN'S INTERNATIONAL, INC.	1085	2121 SW WANAMAKER RD		TOPEKA	KS	66614	7852722111	United States
PAPA JOHN'S INTERNATIONAL, INC.	1898	1700 WASHBURN AVE	SUITE B	TOPEKA	KS	66604	7853577272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1689	101 WATERWORKS AVENUE		CYNTHIANA	KY	41031-2526	8592359900	United States
PAPA JOHN'S INTERNATIONAL, INC.	1446	934 LOUISVILLE ROAD, SUITE A		FRANKFORT	KY	40601-3308	5022234700	United States
PAPA JOHN'S INTERNATIONAL, INC.	31	569 EAST MAIN STREET		FRANKFORT	KY	40601-2351	5028757451	United States
PAPA JOHN'S INTERNATIONAL, INC.	275	108 OSBORNE WAY STE. 1		GEORGETOWN	KY	40324	5028670700	United States
PAPA JOHN'S INTERNATIONAL, INC.	5166	3650 BOSTON ROAD		LEXINGTON	KY	40514	859/309-8514	United States
PAPA JOHN'S INTERNATIONAL, INC.	4598	TRAILER	4089 IRON WORKS PKWY	LEXINGTON	KY	40511	812/216-0042	United States
PAPA JOHN'S INTERNATIONAL, INC.	4861	UNIVERSITY OF KENTUCKY	THE NINETY	LEXINGTON	KY	40509	812/989-0908	United States
PAPA JOHN'S INTERNATIONAL, INC.	1449	1610 LEESTOWN ROAD, SUITE 1		LEXINGTON	KY	40511	8592582727	United States
PAPA JOHN'S INTERNATIONAL, INC.	18	265A AVENUE OF CHAMPIONS		LEXINGTON	KY	40508-3025	8592330808	United States
PAPA JOHN'S INTERNATIONAL, INC.	54	3735 PALOMAR CENTRE DR STE 240		LEXINGTON	KY	40513-1148	8592239500	United States
PAPA JOHN'S INTERNATIONAL, INC.	88	2467 NICHOLASVILLE RD	STE 180	LEXINGTON	KY	40503	8592787272	United States
PAPA JOHN'S INTERNATIONAL, INC.	40	2937 RICHMOND ROAD		LEXINGTON	KY	40509-1714	8592680200	United States
PAPA JOHN'S INTERNATIONAL, INC.	32	1650 BRYAN STATION ROAD, SUITE 105		LEXINGTON	KY	40505-2139	8592994814	United States
PAPA JOHN'S INTERNATIONAL, INC.	29	4250 SARON DRIVE		LEXINGTON	KY	40515-6300	8592457272	United States
PAPA JOHN'S INTERNATIONAL, INC.	44	10100 TAYLORSVILLE ROAD		LOUISVILLE	KY	40299-3623	5022667272	United States
PAPA JOHN'S INTERNATIONAL, INC.	45	10627 DIXIE HIGHWAY	VALLEY COMMONS	LOUISVILLE	KY	40272	5029332233	United States
PAPA JOHN'S INTERNATIONAL, INC.	25	4123 SHELBYVILLE ROAD		LOUISVILLE	KY	40207-3204	5028969999	United States
PAPA JOHN'S INTERNATIONAL, INC.	1450	5000 MUD LANE		LOUISVILLE	KY	40229	5029641664	United States
PAPA JOHN'S INTERNATIONAL, INC.	36	3511 SPRINGHURST COMMONS DRIVE		LOUISVILLE	KY	40241-6133	5024268999	United States
PAPA JOHN'S INTERNATIONAL, INC.	21	3983 7TH STREET ROAD, SUITE B		LOUISVILLE	KY	40216-4103	5024476900	United States
PAPA JOHN'S INTERNATIONAL, INC.	17	3948 TAYLORSVILLE ROAD		LOUISVILLE	KY	40220-1450	5024587272	United States
PAPA JOHN'S INTERNATIONAL, INC.	16	5363 DIXIE HIGHWAY		LOUISVILLE	KY	40216-1563	5024484700	United States
PAPA JOHN'S INTERNATIONAL, INC.	81	117 W LIBERTY STREET		LOUISVILLE	KY	40202-1405	502/587-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	50	221 SOUTH HURSTBOURNE PKWY, SUITE 107		LOUISVILLE	KY	40222-7901	5023399990	United States
PAPA JOHN'S INTERNATIONAL, INC.	22	5010 PRESTON HIGHWAY		LOUISVILLE	KY	40213-2230	5029689999	United States
PAPA JOHN'S INTERNATIONAL, INC.	4697	MK LOUISVILLE - PJ MOBILE PIZZA KITCHEN	2002 PAPA JOHN'S BLVD	LOUISVILLE	KY	40299	812/989-0908	United States
PAPA JOHN'S INTERNATIONAL, INC.	200	2111 WEST BROADWAY		LOUISVILLE	KY	40211-1001	5027748555	United States
PAPA JOHN'S INTERNATIONAL, INC.	4407	PJ MOBILE KITCHEN #4	2002 PAPA JOHN'S BLVD	LOUISVILLE	KY	40299	812/989-0908	United States
PAPA JOHN'S INTERNATIONAL, INC.	2000	2002 PAPA JOHN'S BLVD		LOUISVILLE	KY	40299	5022614550	United States
PAPA JOHN'S INTERNATIONAL, INC.	4678	MK53 LOUISVILLE	MOBILE PIZZA KITCHEN	LOUISVILLE	KY	40299	812/216-0042	United States
PAPA JOHN'S INTERNATIONAL, INC.	4	1961 BROWNSBORO ROAD		LOUISVILLE	KY	40206-2177	5028955595	United States
PAPA JOHN'S INTERNATIONAL, INC.	7	4673 OUTER LOOP		LOUISVILLE	KY	40219-3970	5029660404	United States
PAPA JOHN'S INTERNATIONAL, INC.	8	2301 BARDSTOWN ROAD		LOUISVILLE	KY	40205-2120	5024587555	United States

PAPA JOHN'S INTERNATIONAL, INC.	9	2336 SOUTH FLOYD STREET		LOUISVILLE	KY	40208-2756	5026361112	United States
PAPA JOHN'S INTERNATIONAL, INC.	11	14041 SHELBYVILLE ROAD		LOUISVILLE	KY	40245	5022547272	United States
PAPA JOHN'S INTERNATIONAL, INC.	12	6902 SOUTHSIDE DRIVE		LOUISVILLE	KY	40214-3722	5023612120	United States
PAPA JOHN'S INTERNATIONAL, INC.	49	935 NORTH MAIN STREET		NICHOLASVILLE	KY	40356-2309	8598855696	United States
PAPA JOHN'S INTERNATIONAL, INC.	83	16580 FORT CAMPBELL BOULEVARD		OAK GROVE	KY	42262-9245	2704391888	United States
PAPA JOHN'S INTERNATIONAL, INC.	20	5911 TIMBER RIDGE DRIVE		PROSPECT	KY	40059-8132	5022281000	United States
PAPA JOHN'S INTERNATIONAL, INC.	55	455 EASTERN BYPASS		RICHMOND	KY	40475-2325	8596242828	United States
PAPA JOHN'S INTERNATIONAL, INC.	48	1732 MIDLAND TRAIL SUITE #1	GRANDVIEW PLAZA	SHELBYVILLE	KY	40065	5026337944	United States
PAPA JOHN'S INTERNATIONAL, INC.	56	189 ADAM SHEPHERD PARKWAY SUITE #23	SHEPHERD'S CROSSING	SHEPHERDSVILLE	KY	40165	5025438988	United States
PAPA JOHN'S INTERNATIONAL, INC.	983	367 KROGER WAY	BLUEGRASS COMMONS	VERSAILLES	KY	40383	859/873-9898	United States
PAPA JOHN'S INTERNATIONAL, INC.	274	1607 BYPASS RD.		WINCHESTER	KY	40391	8597452400	United States
PAPA JOHN'S INTERNATIONAL, INC.	758	1201 WATER TOWER PLACE		ARNOLD	MO	63010-2142	6362824222	United States
PAPA JOHN'S INTERNATIONAL, INC.	2908	8320 EAST 171ST STREET		BELTON	MO	64012-5337	8163316200	United States
PAPA JOHN'S INTERNATIONAL, INC.	1260	1404 W. HIGHWAY 40		BLUE SPRINGS	MO	64015	8162297272	United States
PAPA JOHN'S INTERNATIONAL, INC.	502	1670 CLARKSON ROAD		CHESTERFIELD	MO	63017-4601	6365375416	United States
PAPA JOHN'S INTERNATIONAL, INC.	751	1400 FORUM BOULEVARD, SUITE 41		COLUMBIA	MO	65203-1997	5734467272	United States
PAPA JOHN'S INTERNATIONAL, INC.	508	1205 EAST BROADWAY		COLUMBIA	MO	65201-4911	5734427272	United States
PAPA JOHN'S INTERNATIONAL, INC.	908	98 GRAVOIS BLUFFS CIR SUITE B		FENTON	MO	63026	6363435522	United States
PAPA JOHN'S INTERNATIONAL, INC.	1774	370 FESTUS CENTRE DRIVE		FESTUS	MO	63028-2458	6369333634	United States
PAPA JOHN'S INTERNATIONAL, INC.	1139	7601 N OAK TRAFFIC WAY		GLADSTONE	MO	64118	8164689000	United States
PAPA JOHN'S INTERNATIONAL, INC.	3458	12008 BLUE RIDGE EXTENSION		GRANDVIEW	MO	64030-1154	8167637272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3301	1270 MAIN ST.		IMPERIAL	MO	63052	6364677272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3511	16920 E. U.S. HIGHWAY 24	EAST ENDCAP WEST BUILDING	INDEPENDENCE	MO	64056	8162575800	United States
PAPA JOHN'S INTERNATIONAL, INC.	3547	19321 E. US HWY 40, SUITE B	CRACKERNECK SHOPPING CENTER	INDEPENDENCE	MO	64055	8167959969	United States
PAPA JOHN'S INTERNATIONAL, INC.	1214	12501 E US HIGHWAY 40		INDEPENDENCE	MO	64055-5946	8163587272	United States
PAPA JOHN'S INTERNATIONAL, INC.	750	2103 MISSOURI BLVD	SUITE B	JEFFERSON CITY	MO	65109	573/659-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4872	4924 NE 81ST ST.	NORTHGLEN VILLAGE SHOPS	KANSAS CITY	MO	64119	816/468-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1554	7110 N.W. PRAIRIE VIEW RD.		KANSAS CITY	MO	64151	8165059000	United States
PAPA JOHN'S INTERNATIONAL, INC.	4339	1911 MC GEE STREET		KANSAS CITY	MO	64108-1827	816/421-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	2594	7960 WORNALL ROAD		KANSAS CITY	MO	64114-5802	8168221212	United States
PAPA JOHN'S INTERNATIONAL, INC.	2227	2835 NE VIVION RD		KANSAS CITY	MO	64119-2515	8164543333	United States
PAPA JOHN'S INTERNATIONAL, INC.	1964	1314 WESTPORT ROAD		KANSAS CITY	MO	64111	8169310777	United States
PAPA JOHN'S INTERNATIONAL, INC.	1150	422 SE 291 HWY		LEE'S SUMMIT	MO	64063	8165542777	United States
PAPA JOHN'S INTERNATIONAL, INC.	2044	605 SOUTH HIGHWAY 291		LIBERTY	MO	64068	8164152777	United States
PAPA JOHN'S INTERNATIONAL, INC.	503	12203 DORSETT ROAD		MARYLAND HEIGHTS	MO	63043-2407	3142915646	United States
PAPA JOHN'S INTERNATIONAL, INC.	1771	3449 PHEASANT MEADOW DRIVE	SUITE 102	O'FALLON	MO	63368	6369229292	United States
PAPA JOHN'S INTERNATIONAL, INC.	752	929 HIGHWAY K		O'FALLON	MO	63366-2910	6362812020	United States
PAPA JOHN'S INTERNATIONAL, INC.	1408	9460 E HIGHWAY 350		RAYTOWN	MO	64133	816/356-5252	United States
PAPA JOHN'S INTERNATIONAL, INC.	506	10464 SAINT CHARLES ROCK ROAD		SAINT ANN	MO	63074-1823	3144237474	United States
PAPA JOHN'S INTERNATIONAL, INC.	507	2218 FIRST CAPITOL DRIVE		SAINT CHARLES	MO	63301-5806	6367241700	United States
PAPA JOHN'S INTERNATIONAL, INC.	451	6057 TELEGRAPH RD.	TORI PINES	SAINT LOUIS	MO	63129	3148458500	United States
PAPA JOHN'S INTERNATIONAL, INC.	1231	6850 GRAVOIS AVE		SAINT LOUIS	MO	63116	3143534077	United States
PAPA JOHN'S INTERNATIONAL, INC.	1103	2230 UNION ROAD		SAINT LOUIS	MO	63125-3057	3146316161	United States
PAPA JOHN'S INTERNATIONAL, INC.	505	3822 LACLEDE AVE.		SAINT LOUIS	MO	63108	314/534-2729	United States
PAPA JOHN'S INTERNATIONAL, INC.	510	4171 NORTH ST PETERS PARKWAY		SAINT PETERS	MO	63304-8572	6369227272	United States
PAPA JOHN'S INTERNATIONAL, INC.	509	521 JUNGERMAN ROAD		SAINT PETERS	MO	63376-2765	6364475888	United States
PAPA JOHN'S INTERNATIONAL, INC.	3615	2915 W. BROADWAY BLVD.		SEDALIA	MO	65301	6608266698	United States
PAPA JOHN'S INTERNATIONAL, INC.	1802	1808 N BELT HIGHWAY		ST JOSEPH	MO	64506	8166762777	United States
PAPA JOHN'S INTERNATIONAL, INC.	504	8107 OLIVE BOULEVARD		UNIVERSITY CITY	MO	63130-2024	3145695800	United States
PAPA JOHN'S INTERNATIONAL, INC.	2929	505 NORTH MAGUIRE STREET, SUITE A		WARRENSBURG	MO	64093-1465	6604227272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3942	717 N. HIGHWAY 47		WARRENTON	MO	63383	636/456-4646	United States
PAPA JOHN'S INTERNATIONAL, INC.	1772	8043 WATSON ROAD		WEBSTER GROVES	MO	63119	314/918-8484	United States
PAPA JOHN'S INTERNATIONAL, INC.	808	1802 NORTH SANDHILLS BLVD.		ABERDEEN	NC	28315	9106925353	United States

PAPA JOHN'S INTERNATIONAL, INC.	655	633 NC 2427 BYPASS E		ALBEMARLE	NC	28001	7049835600	United States
PAPA JOHN'S INTERNATIONAL, INC.	1438	1238 WEST WILLIAMS STREET		APEX	NC	27502	9193039100	United States
PAPA JOHN'S INTERNATIONAL, INC.	1331	11651 NORTH MAIN STREET, SUITE U		ARCHDALE	NC	27263-3269	3364340004	United States
PAPA JOHN'S INTERNATIONAL, INC.	311	6511 WEST WILKINSON BOULEVARD		BELMONT	NC	28012-2891	7048257272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4621	307-A EAST COLLEGE AVE		BOILING SPRINGS	NC	28152-8111	704/434-7797	United States
PAPA JOHN'S INTERNATIONAL, INC.	1178	1809 NORTH CHURCH STREET		BURLINGTON	NC	27217-2924	3362277575	United States
PAPA JOHN'S INTERNATIONAL, INC.	907	2777 SOUTH CHURCH ST	B-12	BURLINGTON	NC	27215	336/584-0004	United States
PAPA JOHN'S INTERNATIONAL, INC.	4743	2690 NC 24-87 UNIT A-04	BRINKLEY COMMONS	CAMERON	NC	28326	910/252-8700	United States
PAPA JOHN'S INTERNATIONAL, INC.	1627	6470 TRYON ROAD		CARY	NC	27518	9198515656	United States
PAPA JOHN'S INTERNATIONAL, INC.	966	5001 WINSTON HILL DRIVE, SUITE 5007		CARY	NC	27513-8143	9193807272	United States
PAPA JOHN'S INTERNATIONAL, INC.	954	238 GRANDE HEIGHTS DR.		CARY	NC	27513-3925	9194621441	United States
PAPA JOHN'S INTERNATIONAL, INC.	5184	10236 GREEN LEVEL CHURCH ROAD, SUITE 103		CARY	NC	27519	919/439-2074	United States
PAPA JOHN'S INTERNATIONAL, INC.	887	607 WEST FRANKLIN STREET, SUITE B		CHAPEL HILL	NC	27516-2316	9199327575	United States
PAPA JOHN'S INTERNATIONAL, INC.	3903	9805-B SANDY ROCK PLACE		CHARLOTTE	NC	28277	704/841-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4573	4819 SHOPTON ROAD- ARROWOOD/SHOPTON A	SUITE A	CHARLOTTE	NC	28278	704/790-8200	United States
PAPA JOHN'S INTERNATIONAL, INC.	4353	3625 MT HOLLY-HUNTERSVILLE ROAD-UNIT 402	CALLABRIDGE COMMONS	CHARLOTTE	NC	28216	704/971-9888	United States
PAPA JOHN'S INTERNATIONAL, INC.	4630	3134 THE PLAZA	TWO UNITS	CHARLOTTE	NC	28205-1681	704/790-8300	United States
PAPA JOHN'S INTERNATIONAL, INC.	654	11116 S TRYON STREET- CAROWINDS/RIVERGATI	UNIT A	CHARLOTTE	NC	28273	7045833830	United States
PAPA JOHN'S INTERNATIONAL, INC.	1580	8016-B CAMBRIDGE COMMONS DR.		CHARLOTTE	NC	28215	7045317272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1578	6530 STATESVILLE RD.		CHARLOTTE	NC	28269-1763	7045965363	United States
PAPA JOHN'S INTERNATIONAL, INC.	5176	10018 BENFIELD ROAD, UNIT #206		CHARLOTTE	NC	28269	704/274-1048	United States
PAPA JOHN'S INTERNATIONAL, INC.	310	6600 E. INDEPENDENCE BLVD.		CHARLOTTE	NC	28212-7256	7045310500	United States
PAPA JOHN'S INTERNATIONAL, INC.	309	6411 FREEDOM DR.		CHARLOTTE	NC	28214	7043937272	United States
PAPA JOHN'S INTERNATIONAL, INC.	304	1620 E. 4TH ST.	UNIT C	CHARLOTTE	NC	28204	7043757272	United States
PAPA JOHN'S INTERNATIONAL, INC.	303	6035 HICKORY GROVE ROAD		CHARLOTTE	NC	28215-4129	7045310123	United States
PAPA JOHN'S INTERNATIONAL, INC.	302	9335 NORTH TRYON STREET- UNCC/MALLARD CF	SUITE 102	CHARLOTTE	NC	28262	704/503-5032	United States
PAPA JOHN'S INTERNATIONAL, INC.	301	10110 JOHNSTON ROAD	SUITE 16	CHARLOTTE	NC	28210	704/556-7171	United States
PAPA JOHN'S INTERNATIONAL, INC.	300	4820 SOUTH BLVD		CHARLOTTE	NC	28217	7045227272	United States
PAPA JOHN'S INTERNATIONAL, INC.	312	3213 EASTWAY DRIVE		CHARLOTTE	NC	28205-5645	7045329293	United States
PAPA JOHN'S INTERNATIONAL, INC.	651	7741 COLONY ROAD, SUITE A-2	COLONY PLACE SHOPPING CENTER	CHARLOTTE	NC	28226	7043644242	United States
PAPA JOHN'S INTERNATIONAL, INC.	650	16049 JOHNSTON ROAD SUITE J	HUNTER'S CROSSING	CHARLOTTE	NC	28277-2605	704/543-7171	United States
PAPA JOHN'S INTERNATIONAL, INC.	4641	112 S US 29 HWY		CHINA GROVE	NC	28023	704/855-3333	United States
PAPA JOHN'S INTERNATIONAL, INC.	3583	10050 EDISON SQUARE DRIVE SUITE A-101	HIGHLAND CREEK	CONCORD	NC	28027-8256	7048757284	United States
PAPA JOHN'S INTERNATIONAL, INC.	652	585 WARREN COLEMAN BLVD.		CONCORD	NC	28025	7047866666	United States
PAPA JOHN'S INTERNATIONAL, INC.	3523	2114 NC-16 BUSINESS		DENVER	NC	28037	704/489-6757	United States
PAPA JOHN'S INTERNATIONAL, INC.	1628	4901 NC HIGHWAY 55 (ALLENDOWN DRIVE)		DURHAM	NC	27713-9430	9194847766	United States
PAPA JOHN'S INTERNATIONAL, INC.	1421	5318 NEW HOPE COMMONS DR	BUILDING B SUITE 200	DURHAM	NC	27707	9194029900	United States
PAPA JOHN'S INTERNATIONAL, INC.	639	811 BROAD STREET		DURHAM	NC	27705	919/682-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1583	3751 HOLLOWAY STREET		DURHAM	NC	27703-3634	9199570606	United States
PAPA JOHN'S INTERNATIONAL, INC.	1626	3600 NORTH DUKE STREET, SUITE 38		DURHAM	NC	27704-1769	9196207575	United States
PAPA JOHN'S INTERNATIONAL, INC.	283	2905 RAEFORD ROAD		FAYETTEVILLE	NC	28303-5439	9104857272	United States
PAPA JOHN'S INTERNATIONAL, INC.	5154	9566 CLIFFDALE ROAD		FAYETTEVILLE	NC	28304	910/672-6917	United States
PAPA JOHN'S INTERNATIONAL, INC.	392	5554 YADKIN ROAD	SUITE 100	FAYETTEVILLE	NC	28303-3162	9104879900	United States
PAPA JOHN'S INTERNATIONAL, INC.	698	700 SOUTH REILLY ROAD	SUITE 103	FAYETTEVILLE	NC	28314	9108600200	United States
PAPA JOHN'S INTERNATIONAL, INC.	765	3821 RAMSEY STREET, SUITE 118		FAYETTEVILLE	NC	28311	9108229111	United States
PAPA JOHN'S INTERNATIONAL, INC.	1732	133 PLAZA DRIVE	HILLSIDE PLAZA	FOREST CITY	NC	28043	828/288-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3608	3587 BUTNER RD	BLDG A	FT. BRAGG	NC	28310-0001	9104950309	United States
PAPA JOHN'S INTERNATIONAL, INC.	1406	109 VANDORA SPRINGS ROAD		GARNER	NC	27529-3043	9196610707	United States
PAPA JOHN'S INTERNATIONAL, INC.	3703	2161 NORTH CHESTER STREET		GASTONIA	NC	28052	7048530006	United States
PAPA JOHN'S INTERNATIONAL, INC.	653	2212 UNION ROAD #50C		GASTONIA	NC	28054	7048670303	United States
PAPA JOHN'S INTERNATIONAL, INC.	855	3211 SOUTH HOLDEN ROAD		GREENSBORO	NC	27407-6805	3363160777	United States
PAPA JOHN'S INTERNATIONAL, INC.	5179	6027 W. GATE CITY BLVD.		GREENSBORO	NC	27407	336/802-1305	United States
PAPA JOHN'S INTERNATIONAL, INC.	225	2827 SPRING GARDEN STREET	SUITE C	GREENSBORO	NC	27403-4455	336/854-3131	United States

PAPA JOHN'S INTERNATIONAL, INC.	455	1622 STANLEY ROAD, SUITE 120		GREENSBORO	NC	27407-2617	3363160888	United States
PAPA JOHN'S INTERNATIONAL, INC.	1491	1601 NEW GARDEN ROAD		GREENSBORO	NC	27410-2001	3368558282	United States
PAPA JOHN'S INTERNATIONAL, INC.	1629	1015 EAST CONE BOULEVARD		GREENSBORO	NC	27405-4473	3369547575	United States
PAPA JOHN'S INTERNATIONAL, INC.	292	2924 BATTLEGROUND AVENUE, SUITE B		GREENSBORO	NC	27408-2706	3362827722	United States
PAPA JOHN'S INTERNATIONAL, INC.	5175	4045 HARRIS SQUARE DRIVE, SUITE A017		HARRISBURG	NC	28075-5104	980/825-3073	United States
PAPA JOHN'S INTERNATIONAL, INC.	224	1701 N. MAIN ST.		HIGH POINT	NC	27262	3368861700	United States
PAPA JOHN'S INTERNATIONAL, INC.	1581	1593 SKEET CLUB ROAD		HIGH POINT	NC	27265-9530	3368410650	United States
PAPA JOHN'S INTERNATIONAL, INC.	4960	130 WEST HOLLY SPRINGS ROAD	UNIT 101	HOLLY SPRINGS	NC	27540	919/762-3747	United States
PAPA JOHN'S INTERNATIONAL, INC.	2060	3403 N. MAIN STREET		HOPE MILLS	NC	28348	9104242800	United States
PAPA JOHN'S INTERNATIONAL, INC.	307	16235 STATESVILLE ROAD		HUNTERSVILLE	NC	28078-7101	7048967272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3486	6701-B1 OLD MONROE ROAD		INDIAN TRAIL	NC	28079	7042917227	United States
PAPA JOHN'S INTERNATIONAL, INC.	306	1515 SOUTH CANNON BLVD.		KANNAPOLIS	NC	28083	7049337272	United States
PAPA JOHN'S INTERNATIONAL, INC.	989	811 OLD WINSTON ROAD		KERNERSVILLE	NC	27284	336/992-0999	United States
PAPA JOHN'S INTERNATIONAL, INC.	1439	231 S. BATTLEGROUND AVE.		KINGS MOUNTAIN	NC	28086	7047301434	United States
PAPA JOHN'S INTERNATIONAL, INC.	1180	1642 SOUTH MAIN STREET		LAURINBURG	NC	28352	9102771400	United States
PAPA JOHN'S INTERNATIONAL, INC.	3694	2013 OLDE REGENT WAY #140		LELAND	NC	28451	9103833222	United States
PAPA JOHN'S INTERNATIONAL, INC.	1490	2228 EAST MAIN ST..		LINCOLNTON	NC	28092	7047357373	United States
PAPA JOHN'S INTERNATIONAL, INC.	531	4360 FAYETTEVILLE ROAD		LUMBERTON	NC	28358-2677	9106181111	United States
PAPA JOHN'S INTERNATIONAL, INC.	1735	1239-B SOUTH 5TH ST		MEBANE	NC	27302	9195639102	United States
PAPA JOHN'S INTERNATIONAL, INC.	660	7032 BRIGHTON PARK DRIVE	SUITES 250 & 260	MINT HILL	NC	28227	704/545-2222	United States
PAPA JOHN'S INTERNATIONAL, INC.	656	1620 E. ROOSEVELT BLVD	B2	MONROE	NC	28112	7042919500	United States
PAPA JOHN'S INTERNATIONAL, INC.	3062	4524 FAYETTEVILLE ROAD		RAEFORD	NC	28376	9109046555	United States
PAPA JOHN'S INTERNATIONAL, INC.	429	2101 AVENT FERRY ROAD		RALEIGH	NC	27606	9198347272	United States
PAPA JOHN'S INTERNATIONAL, INC.	599	9611 STRICKLAND ROAD		RALEIGH	NC	27615-1938	9196767272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1579	14460 NEW FALLS OF THE NEUSE ROAD, SUITE 115		RALEIGH	NC	27614-8211	9194887272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1576	2904 WAKE FOREST ROAD, SUITE 101		RALEIGH	NC	27609-7842	9197433333	United States
PAPA JOHN'S INTERNATIONAL, INC.	1734	10251 LITTLE BRIER CREEK LN., SUITE 105	BRIER CREEK MARKET PLACE	RALEIGH	NC	27617	9192930015	United States
PAPA JOHN'S INTERNATIONAL, INC.	1625	6510 GLENWOOD AVENUE, SUITE A		RALEIGH	NC	27612-7156	9197869900	United States
PAPA JOHN'S INTERNATIONAL, INC.	1437	3591 MAITLAND DRIVE, SUITE S		RALEIGH	NC	27610-1239	9192500101	United States
PAPA JOHN'S INTERNATIONAL, INC.	619	5260 CAPITAL BOULEVARD, SUITE 105		RALEIGH	NC	27616-2924	9198727575	United States
PAPA JOHN'S INTERNATIONAL, INC.	3747	805 HIGH POINT STREET STE A		RANDLEMAN	NC	27317	3364987272	United States
PAPA JOHN'S INTERNATIONAL, INC.	949	1788 EAST BROAD AVE STE A	PINE RIDGE SHOPPING CENTER	ROCKINGHAM	NC	28379	910/997-4242	United States
PAPA JOHN'S INTERNATIONAL, INC.	1733	420 N. MADISON BLVD.		ROXBORO	NC	27573	3365030013	United States
PAPA JOHN'S INTERNATIONAL, INC.	3370	3805 CONCORD PKWY S.	SUITE 112	S. CONCORD	NC	28027-9029	7047207272	United States
PAPA JOHN'S INTERNATIONAL, INC.	657	1030 FREELAND DRIVE SUITE 100	SALISBURY SHOPPING CENTER	SALISBURY	NC	28144	7046377272	United States
PAPA JOHN'S INTERNATIONAL, INC.	658	128 SOUTH POST ROAD		SHELBY	NC	28150	704/484-6000	United States
PAPA JOHN'S INTERNATIONAL, INC.	3933	4961 LONG BEACH ROAD SE	SUITE #5	SOUTHPORT	NC	28461	9104540757	United States
PAPA JOHN'S INTERNATIONAL, INC.	4611	700 SOUTH MAIN STREET		STANLEY	NC	28164	704/931-2777	United States
PAPA JOHN'S INTERNATIONAL, INC.	3061	5191 CLINTON ROAD	SUITE 201	STEDMAN	NC	28391	9102237272	United States
PAPA JOHN'S INTERNATIONAL, INC.	1736	4446-F U.S. HWY 220 NORTH	SUMMERFIELD VILLAGE	SUMMERFIELD	NC	27358	3366447117	United States
PAPA JOHN'S INTERNATIONAL, INC.	4838	1440 BRODGEN WOODS DRIVE	SUITE 104	WAKE FOREST	NC	27587	919/532-2300	United States
PAPA JOHN'S INTERNATIONAL, INC.	1731	3028 OLD HOLLOW RD.	SUITE 3028	WALKERTOWN	NC	27051	3365957002	United States
PAPA JOHN'S INTERNATIONAL, INC.	3404	8139 KENSINGTON DRIVE STE E	CURETON TOWN CENTER	WAXHAW	NC	28173	7048431145	United States
PAPA JOHN'S INTERNATIONAL, INC.	1656	7419 MARKET STREET, SUITE F		WILMINGTON	NC	28411-9454	9106864014	United States
PAPA JOHN'S INTERNATIONAL, INC.	2964	1929 OLEANDER DR STE C		WILMINGTON	NC	28403	9102513939	United States
PAPA JOHN'S INTERNATIONAL, INC.	2602	6132 CAROLINA BEACH ROAD	STE 1	WILMINGTON	NC	28412-2707	9103136161	United States
PAPA JOHN'S INTERNATIONAL, INC.	1698	5814 OLEANDER DR #1		WILMINGTON	NC	28403	9103923310	United States
PAPA JOHN'S INTERNATIONAL, INC.	4847	406 HWY 1	SUITE D	YOUNGSVILLE	NC	27596	919/263-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4722	929 NORTH MAIN STREET		CLOVER	SC	29710	803/222-4334	United States
PAPA JOHN'S INTERNATIONAL, INC.	1585	1650 HIGHWAY 160 WEST		FORT MILL	SC	29708-8024	8035480551	United States
PAPA JOHN'S INTERNATIONAL, INC.	4564	506 MERCANTILE PLACE	UNIT 106	FORT MILL	SC	29715	803/548-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4521	6257 CAROLINA COMMONS DRIVE	SUITE 500	INDIAN LAND	SC	29707	803/431-7151	United States
PAPA JOHN'S INTERNATIONAL, INC.	3323	221 LATITUDE LANE SUITE J	SHOPPES AT THE LANDING	LAKE WYLIE	SC	29710	8038310101	United States

PAPA JOHN'S INTERNATIONAL, INC.	1584	759 LANCASTER BYP W		LANCASTER	SC	29720	8033139000	United States
PAPA JOHN'S INTERNATIONAL, INC.	308	1389 EAST MAIN STREET		ROCK HILL	SC	29730	8033277112	United States
PAPA JOHN'S INTERNATIONAL, INC.	4914	851 HECKLE BLVD. SUITE 121	MCCONNELLS CORNER SC	ROCK HILL	SC	29730	803/992-8009	United States
PAPA JOHN'S INTERNATIONAL, INC.	305	2728 CELANESE ROAD #400		ROCK HILL	SC	29732	8033277111	United States
PAPA JOHN'S INTERNATIONAL, INC.	3578	914 E.LIBERTY ST SUITE B-23	ADDITION TO SUPER WAL-MART	YORK	SC	29745	8036847672	United States
PAPA JOHN'S INTERNATIONAL, INC.	5190	5300 HICKORY HOLLOW LANE, SUITE 105		ANTIOCH	TN	37013	629/237-2509	United States
PAPA JOHN'S INTERNATIONAL, INC.	87	119 FRANKLIN ROAD		BRENTWOOD	TN	37027-1601	6156615100	United States
PAPA JOHN'S INTERNATIONAL, INC.	4553	1488 TINY TOWN ROAD	UNIT B-4	CLARKSVILLE	TN	37042	931/245-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	3725	2257 WILMA RUDOLPH BLVD	STE 160	CLARKSVILLE	TN	37040	9316478022	United States
PAPA JOHN'S INTERNATIONAL, INC.	5058	1011 WINN WAY, SUITE 105		CLARKSVILLE	TN	37043	931/241-4456	United States
PAPA JOHN'S INTERNATIONAL, INC.	100	1649 FORT CAMPBELL BOULEVARD		CLARKSVILLE	TN	37042	9315527776	United States
PAPA JOHN'S INTERNATIONAL, INC.	62	1483 MADISON STREET		CLARKSVILLE	TN	37040-3875	9315513000	United States
PAPA JOHN'S INTERNATIONAL, INC.	117	1902 SHADY BROOK ST		COLUMBIA	TN	38401	9313801555	United States
PAPA JOHN'S INTERNATIONAL, INC.	1129	3021 MALLORY LANE, SUITE 105		FRANKLIN	TN	37067-8250	6157788787	United States
PAPA JOHN'S INTERNATIONAL, INC.	95	1010 MURFREESBORO ROAD	SUITE 154	FRANKLIN	TN	37064	615/790-9888	United States
PAPA JOHN'S INTERNATIONAL, INC.	97	226 WEST BROADWAY		GALLATIN	TN	37066-2781	6152307272	United States
PAPA JOHN'S INTERNATIONAL, INC.	4868	1650 NASHVILE PIKE	SUITE 200	GALLATIN	TN	37066	615/442-1400	United States
PAPA JOHN'S INTERNATIONAL, INC.	464	311-A S. MAIN ST.		GOODLETTSVILLE	TN	37072	6158517272	United States
PAPA JOHN'S INTERNATIONAL, INC.	78	261 INDIAN LAKE BLVD.	SUITE 90	HENDERSONVILLE	TN	37075-6380	615/824-1000	United States
PAPA JOHN'S INTERNATIONAL, INC.	96	4442 LEBANON PIKE	UNIT C - HERMITAGE PLAZA	HERMITAGE	TN	37076-1312	6158714567	United States
PAPA JOHN'S INTERNATIONAL, INC.	3941	5163 MURFREESBORO ROAD, SUITE 9	LAVERGNE STATION	LA VERGNE	TN	37086-2713	6152131444	United States
PAPA JOHN'S INTERNATIONAL, INC.	466	1313 WEST MAIN STREET, SUITE G		LEBANON	TN	37087-3276	6154437272	United States
PAPA JOHN'S INTERNATIONAL, INC.	93	136 GALLATIN PIKE SOUTH		MADISON	TN	37115	6158651234	United States
PAPA JOHN'S INTERNATIONAL, INC.	5182	621 S. MOUNT JULIET ROAD	SUITE 107	MOUNT JULIET	TN	37122-6516	615/583-4025	United States
PAPA JOHN'S INTERNATIONAL, INC.	1328	4134 N. MT. JULIET RD.		MT. JULIET	TN	37122	6157737800	United States
PAPA JOHN'S INTERNATIONAL, INC.	5218	2650 NEW SALEM HIGHWAY	SUITE A03	MURFREESBORO	TN	37128	615/410-2645	United States
PAPA JOHN'S INTERNATIONAL, INC.	4879	3138 SOUTH CHURCH STREET	SUITE L	MURFREESBORO	TN	37127	615/396-3999	United States
PAPA JOHN'S INTERNATIONAL, INC.	92	2365 MEMORIAL BLVD.	IRONGATE VILLAGE SHOPPING CENTER	MURFREESBORO	TN	37129	6158907272	United States
PAPA JOHN'S INTERNATIONAL, INC.	5135	2089 LASCASSAS PIKE, SUITE E		MURFREESBORO	TN	37130	615/203-8668	United States
PAPA JOHN'S INTERNATIONAL, INC.	469	2441 OLD FORT PARKWAY		MURFREESBORO	TN	37128	6158493700	United States
PAPA JOHN'S INTERNATIONAL, INC.	463	1741 SOUTH RUTHERFORD BLVD, SUITE Z		MURFREESBORO	TN	37130-5957	6158967272	United States
PAPA JOHN'S INTERNATIONAL, INC.	460	3604 GALLATIN PIKE		NASHVILLE	TN	37216	6152288000	United States
PAPA JOHN'S INTERNATIONAL, INC.	98	5728 CHARLOTTE PIKE		NASHVILLE	TN	37209-3215	6153526699	United States
PAPA JOHN'S INTERNATIONAL, INC.	75	2316 WEST END AVENUE		NASHVILLE	TN	37203-1708	6153214000	United States
PAPA JOHN'S INTERNATIONAL, INC.	94	4004 HILLSBORO ROAD		NASHVILLE	TN	37215	6153857272	United States
PAPA JOHN'S INTERNATIONAL, INC.	76	2255 MURFREESBORO PIKE, SUITE B		NASHVILLE	TN	37217-6302	6153997272	United States
PAPA JOHN'S INTERNATIONAL, INC.	86	5814 NOLENSVILLE PIKE, SUITE 102		NASHVILLE	TN	37211-6539	6158327272	United States
PAPA JOHN'S INTERNATIONAL, INC.	85	2745 LEBANON PIKE		NASHVILLE	TN	37214-2503	6158727100	United States
PAPA JOHN'S INTERNATIONAL, INC.	79	251 OLD HICKORY BOULEVARD		NASHVILLE	TN	37221-1303	6156466000	United States
PAPA JOHN'S INTERNATIONAL, INC.	239	222 THOMPSON LANE		NASHVILLE	TN	37211-2414	6153319000	United States
PAPA JOHN'S INTERNATIONAL, INC.	99	830 NISSAN DRIVE, SUITE 100	SMYRNA COMMONS	SMYRNA	TN	37167	615/459-7272	United States
PAPA JOHN'S INTERNATIONAL, INC.	5030	1909 ALMAVILLE ROAD	ALMAVILLE CENTER	SMYRNA	TN	37167	615/984-3345	United States
PAPA JOHN'S INTERNATIONAL, INC.	461	2008 MEMORIAL BOULEVARD, SUITE A		SPRINGFIELD	TN	37172	6153827272	United States
PAPA JOHN'S NIAGARA FALLS, INC.	5106	7105 NIAGARA FALLS BLVD		NIAGARA FALLS	NY	14304	716/402-5123	United States
PAPA JOHN'S PADUCAH, LLC	2865	2927 LONE OAK ROAD		PADUCAH	KY	42003-8031	2705545554	United States
PAPA JOHN'S PADUCAH, LLC	60	3709 CLARKS RIVER ROAD		PADUCAH	KY	42003	2704427272	United States
PAPA JOHNS DESERT L.L.C.	2642	73549 TWENTY-NINE PALMS HIGHWAY		TWENTY-NINE PALMS	CA	92277-3121	7603615555	United States
PAPA JOHNS DESERT L.L.C.	2663	57274 TWENTY-NINE PALMS HIGHWAY		YUCCA VALLEY	CA	92284-2903	7602280600	United States
PAPA MERCHANT VENTURES, LLC	4375	2123 HIGHWAY 90 #4		CROSBY	TX	77532	281/462-7670	United States
PAPA MERCHANT VENTURES, LLC	2554	4004 BROADWAY ST		HOUSTON	TX	77087-4704	7136437272	United States
PAPA MERCHANT VENTURES, LLC	4698	4458 W. FUQUA, STE 100		HOUSTON	TX	77045	713/434-7272	United States
PAPA MERCHANT VENTURES, LLC	4133	13500 TOMBALL PARKWAY (SR 249)		HOUSTON	TX	77086-3134	281/445-7272	United States
PAPA MERCHANT VENTURES, LLC	4158	1573 BANDERA RD		SAN ANTONIO	TX	78228-4006	210/432-7272	United States

PAPA MERCHANT VENTURES, LLC	4341	20743 HWY 46 STE 160	HEB CENTER OF BULVEDERE	SPRING BRANCH	TX	78070	830/438-8686	United States
PAPA MERCHANT VENTURES, LLC	4316	9521 FM 1097 RD	STE E	WILLIS	TX	77318	936/856-3400	United States
PAPA NEPAL, LLC	4143	2926 BALTIMORE BLVD.		FINKSBURG	MD	21048	410/526-7272	United States
PAPA PIZZA 3619 INC	3619	217 PATERSON AVE		EAST RUTHERFORD	NJ	07073	2019397272	United States
PAPA PROUD, LLC	4474	400 HIGHWAY 28 BYP		ANDERSON	SC	29624	864/760-1670	United States
PAPA SOUTH, L.L.C.	1167	2321 HIGHWAY 45 N STE L		COLUMBUS	MS	39705	6622416800	United States
PAPA SOUTH, L.L.C.	173	1506 JACKSON AVE W		OXFORD	MS	38655	6622348648	United States
PAPA SOUTH, L.L.C.	256	500 RUSSELL AVENUE	SUITE 4	STARKVILLE	MS	39759	6623237272	United States
PAPA SOUTH, L.L.C.	1650	2200 W. MAIN ST.		TUPELO	MS	38801	6628407272	United States
PAPA TEXAS, LLC	4682	1703 EAST OGLETHORPE BLVD		ALBANY	GA	31705	229/431-1100	United States
PAPA TEXAS, LLC	2922	100 NORTH HOUSTON LAKE BOULEVARD, SUITE H		CENTERVILLE	GA	31028-1718	4789539530	United States
PAPA TEXAS, LLC	3483	1110 HILLCREST PKWY	SUITE A	DUBLIN	GA	31021	4782759960	United States
PAPA TEXAS, LLC	4265	6000 LYNMARK WAY	SUITE 100	FAIRBURN	GA	30213	770/969-2020	United States
PAPA TEXAS, LLC	736	520 NORTH GLYNN STREET		FAYETTEVILLE	GA	30214	770/461-9700	United States
PAPA TEXAS, LLC	564	1507 NORTH EXPRESSWAY, UNIT 11		GRIFFIN	GA	30223	7704678050	United States
PAPA TEXAS, LLC	4372	4126 HARTLEY BRIDGE ROAD		MACON	GA	31216	478/784-7272	United States
PAPA TEXAS, LLC	289	265-B TOM HILL SR. BLVD.		MACON	GA	31210-1817	478/474-2300	United States
PAPA TEXAS, LLC	4710	1530 MERCER UNIVERSITY DRIVE		MACON	GA	31204	478/803-9600	United States
PAPA TEXAS, LLC	343	4590 BILLY WILLIAMSON DRIVE		MACON	GA	31206	4787848600	United States
PAPA TEXAS, LLC	1255	1350 GRAY HWY	UNIT 102	MACON	GA	31211	478/750-9100	United States
PAPA TEXAS, LLC	380	1960 COLUMBIA STREET		MILLEDGEVILLE	GA	31061	4784538686	United States
PAPA TEXAS, LLC	2540	90 GLENDA TRACE		NEWNAN	GA	30265	7703041901	United States
PAPA TEXAS, LLC	518	285 TEMPLE AVENUE, SUITE E		NEWNAN	GA	30263	7705028580	United States
PAPA TEXAS, LLC	560	536 CROSSTOWN ROAD		PEACHTREE CITY	GA	30269	770/487-9779	United States
PAPA TEXAS, LLC	3295	322 NORTH PERRY PARKWAY		PERRY	GA	31069	4789877272	United States
PAPA TEXAS, LLC	3420	105 STEPHENS COURT, SUITE C		TYRONE	GA	30290	7707741755	United States
PAPA TEXAS, LLC	1703	4548 JONESBORO RD., STE B	SHANNON CROSSING S.C	UNION CITY	GA	30291	7709640037	United States
PAPA TEXAS, LLC	299	808 RUSSELL PARKWAY		WARNER ROBINS	GA	31088-6059	478/929-2400	United States
PAPA TEXAS, LLC	2372	3379 N. FIVE MILE ROAD		BOISE	ID	83713	2083775050	United States
PAPA TEXAS, LLC	1956	1323 BROADWAY AVENUE		BOISE	ID	83706	2083679200	United States
PAPA TEXAS, LLC	3305	3110 CLEVELAND BLVD.	SUITE J - 5	CALDWELL	ID	83605	2084548484	United States
PAPA TEXAS, LLC	4791	613 E STATE STREET		EAGLE	ID	83616-5938	208/994-7272	United States
PAPA TEXAS, LLC	3520	1800 S. MERIDIAN STE. 103		MERIDIAN	ID	83642	2088887272	United States
PAPA TEXAS, LLC	2321	604 12TH AVENUE SOUTH		NAMPA	ID	83651	2084614600	United States
PAPA TEXAS, LLC	1289	2225 PARK RD.		CONNERSVILLE	IN	47331	7658252214	United States
PAPA TEXAS, LLC	2043	104 S ANDERSON STREET		ELWOOD	IN	46036	7655527272	United States
PAPA TEXAS, LLC	965	2425 EAST WABASH STREET		FRANKFORT	IN	46041	7656599555	United States
PAPA TEXAS, LLC	1832	1001- A N STATE STREET		GREENFIELD	IN	46140	3174627900	United States
PAPA TEXAS, LLC	2222	2310 NORTH LEBANON STREET		LEBANON	IN	46052-1110	7654827200	United States
PAPA TEXAS, LLC	858	2020 SOUTH MEMORIAL DRIVE		NEW CASTLE	IN	47362	7655293100	United States
PAPA TEXAS, LLC	2576	3104 US-36		PENDLETON	IN	46064	7657781777	United States
PAPA TEXAS, LLC	1375	625 N ROCK ROAD		DERBY	KS	67037	3167887272	United States
PAPA TEXAS, LLC	1401	2530 S. SENECA ST		WICHITA	KS	67217	3162677272	United States
PAPA TEXAS, LLC	1241	8918 W 21ST ST N	STE 300	WICHITA	KS	67205-1880	3167298000	United States
PAPA TEXAS, LLC	1242	3236 N. ROCK RD. STE. 120		WICHITA	KS	67226	3166857272	United States
PAPA TEXAS, LLC	1897	220 W DOUGLAS AVE SUITE 7272		WICHITA	KS	67202	3162647272	United States
PAPA TEXAS, LLC	1257	7800 EAST HARRY STREET		WICHITA	KS	67207-3132	3166515800	United States
PAPA TEXAS, LLC	2597	8620 W MCCORMICK AVE		WICHITA	KS	67209	3167295959	United States
PAPA TEXAS, LLC	63	3406 13TH STREET		ASHLAND	KY	41102	6063257676	United States
PAPA TEXAS, LLC	3712	4501 JACKSON STREET UNIT F		ALEXANDRIA	LA	71303	3187679898	United States
PAPA TEXAS, LLC	3875	13322 HIGHWAY 90		BOUTTE	LA	70039	9853318393	United States
PAPA TEXAS, LLC	2149	1418 JOHNSTON STREET		LAFAYETTE	LA	70503-2026	3372347272	United States
PAPA TEXAS, LLC	2073	2844 VEROT SCHOOL ROAD STE C		LAFAYETTE	LA	70508-6412	3378577272	United States

PAPA TEXAS, LLC	1529	3816 WEST CONGRESS STREET		LAFAYETTE	LA	70506-6022	3379848484	United States
PAPA TEXAS, LLC	339	2701 AIRLINE DRIVE		METAIRIE	LA	70001	5048332353	United States
PAPA TEXAS, LLC	4908	1051 MARGUERITE STREET	UNIT 4	MORGAN CITY	LA	70380	985/745-6272	United States
PAPA TEXAS, LLC	3574	1102 EAST MAIN #B		NEW IBERIA	LA	70560	3373657171	United States
PAPA TEXAS, LLC	622	3117 CALHOUN STREET		NEW ORLEANS	LA	70125	5048626020	United States
PAPA TEXAS, LLC	4093	1522 ALLEN TOUSSAINT BLVD.		NEW ORLEANS	LA	70122	504/288-7272	United States
PAPA TEXAS, LLC	3862	3770 MONROE HWY.	SUITE P	PINEVILLE	LA	71360	3186407789	United States
PAPA TEXAS, LLC	3122	513 WEST PINE STREET		PONCHATOULA	LA	70454	9853700102	United States
PAPA TEXAS, LLC	1926	716 MAIN AVE		MOORHEAD	MN	56560	2182367272	United States
PAPA TEXAS, LLC	1363	2526 N HILL ST	STE A	MERIDIAN	MS	39305	6016937272	United States
PAPA TEXAS, LLC	1671	2730 32ND AVENUE SOUTHWEST		FARGO	ND	58103-5024	7012977777	United States
PAPA TEXAS, LLC	1586	1100 19TH AVENUE NORTH, SUITE N		FARGO	ND	58102-2269	7012379999	United States
PAPA TEXAS, LLC	4586	5675 26TH AVENUE	STE 148	FARGO	ND	58104	701/232-7272	United States
PAPA TEXAS, LLC	2513	1515 SOUTH WASHINGTON STREET		GRAND FORKS	ND	58201	7017757272	United States
PAPA TEXAS, LLC	2344	418 S. WHITE SANDS BLVD.		ALAMOGORDO	NM	88310-6565	5754375678	United States
PAPA TEXAS, LLC	2059	1701 S. SOLANO DRIVE		LAS CRUCES	NM	88001	5755213456	United States
PAPA TEXAS, LLC	2660	1965 BATAAN MEMORIAL WEST UNIT B		LAS CRUCES	NM	88012	5753730000	United States
PAPA TEXAS, LLC	1273	333 MAIN STREET		BRIDGEPORT	OH	43912	7406332525	United States
PAPA TEXAS, LLC	690	4635 GALLIA ST.		NEW BOSTON	OH	45662	7404566900	United States
PAPA TEXAS, LLC	959	74 MURTLAND AVENUE		WASHINGTON	PA	15301	7242289800	United States
PAPA TEXAS, LLC	1504	3415-A BELL RD.		AMARILLO	TX	79109	8063587272	United States
PAPA TEXAS, LLC	1556	1005 S. GEORGIA ST.		AMARILLO	TX	79102	8063747272	United States
PAPA TEXAS, LLC	4151	6507 JESTER BLVD.	STE. 109	AUSTIN	TX	78750	512/343-7272	United States
PAPA TEXAS, LLC	3645	1567 MAIN ST. STE. 700		BUDA	TX	78610	5122957799	United States
PAPA TEXAS, LLC	2863	13434 LEOPARD ST		CORPUS CHRISTI	TX	78410-4466	3612419330	United States
PAPA TEXAS, LLC	2647	4037 SARATOGA BLVD		CORPUS CHRISTI	TX	78413-2033	3618144658	United States
PAPA TEXAS, LLC	2249	10338 SOUTH PADRE ISLAND DRIVE		CORPUS CHRISTI	TX	78418	3619372424	United States
PAPA TEXAS, LLC	2583	522 EVERHART RD		CORPUS CHRISTI	TX	78411	3618062540	United States
PAPA TEXAS, LLC	4515	4417 S LANCASTER RD. STE 2285	LANCASTER URBAN VILLAGE TENANT SPACE #2	DALLAS	TX	75216	214/374-7272	United States
PAPA TEXAS, LLC	4775	3515 W FM 120 SUITE 112	CROSSROADS CENTER	DENISON	TX	75020	903/463-7272	United States
PAPA TEXAS, LLC	2434	1723 W. UNIVERSITY DR.		EDINBURG	TX	78539-2824	9563834000	United States
PAPA TEXAS, LLC	1617	5151 B. FAIRBANKS DRIVE		EL PASO	TX	79924	9157579000	United States
PAPA TEXAS, LLC	2042	2600 N MESA ST.		EL PASO	TX	79902	9155411234	United States
PAPA TEXAS, LLC	1370	6930 N. MESA ST.		EL PASO	TX	79912	9158334100	United States
PAPA TEXAS, LLC	4469	12371 EDGEMERE	EDGEMERE CROSSING S/C #201	EL PASO	TX	79938	915/849-0802	United States
PAPA TEXAS, LLC	1796	3910 DYER ST STE C		EL PASO	TX	79930	9155662800	United States
PAPA TEXAS, LLC	2095	11360 MONTWOOD DRIVE	SUITE F	EL PASO	TX	79936	9158491900	United States
PAPA TEXAS, LLC	2407	8838L VISCOUNT BLVD		EL PASO	TX	79925	9155952222	United States
PAPA TEXAS, LLC	4903	1101 BERRY ST, SUITE 102		FORT WORTH	TX	76110-4506	817/984-4555	United States
PAPA TEXAS, LLC	4619	5310 E BELKNAP RD STE F	C/O PAPA JOHN'S	HALTOM CITY	TX	76117	817/386-0999	United States
PAPA TEXAS, LLC	4298	401 S 77 SUNSHINE STRIP		HARLINGEN	TX	78550	956/428-0100	United States
PAPA TEXAS, LLC	4709	125 KENAZO AVE UNIT N		HORIZON	TX	79928	915/852-7000	United States
PAPA TEXAS, LLC	4625	575 E. FM 150	STE J	KYLE	TX	78640	512/256-5400	United States
PAPA TEXAS, LLC	3688	2422 RANCH ROAD 620 SOUTH A-122		LAKEWAY	TX	78738	5122631717	United States
PAPA TEXAS, LLC	5207	4420 S ZAPATA HWY STE 300		LAREDO	TX	78046	956/937-2990	United States
PAPA TEXAS, LLC	1175	5905 82ND ST. #107		LUBBOCK	TX	79424	8067987272	United States
PAPA TEXAS, LLC	4671	405 SLIDE RD.	STE. 108	LUBBOCK	TX	79416-4315	806/797-7272	United States
PAPA TEXAS, LLC	1113	2420 9TH STREET		LUBBOCK	TX	79401	8067497272	United States
PAPA TEXAS, LLC	4482	4901 EXPRESSWAY 83	S TE 130	MCALLEN	TX	78503	956/618-3030	United States
PAPA TEXAS, LLC	2310	3519 N. 10TH ST.		MCALLEN	TX	78501	9566318100	United States
PAPA TEXAS, LLC	5238	13610 RACEWAY DR		NORTHLAKE	TX	76262	469/206-9227	United States
PAPA TEXAS, LLC	3091	1510 WILDCAT DRIVE		PORTLAND	TX	78374	3616430737	United States
PAPA TEXAS, LLC	4655	2918 US HWY 75 #100		SHERMAN	TX	75090	903/891-8777	United States

PAPA TEXAS, LLC	3750	3112 N NAVARRO STREET		VICTORIA	TX	77901	3615757272	United States
PAPA TEXAS, LLC	250	6349 ROUTE 60 EAST	SUITE 1	BARBOURSVILLE	WV	25504	3047367272	United States
PAPA TEXAS, LLC	975	3418 ROBERT C BYRD DR		BECKLEY	WV	25801	3042536100	United States
PAPA TEXAS, LLC	1620	1230 W. MAIN ST	SUITE 600	BRIDGEPORT	WV	26330	304/624-9500	United States
PAPA TEXAS, LLC	172	200 PATRICK STREET, SUITE A		CHARLESTON	WV	25312-2511	3043423000	United States
PAPA TEXAS, LLC	635	4120 MACCORKLE AVENUE, SE		CHARLESTON	WV	25304	3049268500	United States
PAPA TEXAS, LLC	634	5154 W WASHINGTON ST		CROSS LANES	WV	25313	3047768500	United States
PAPA TEXAS, LLC	246	500 FAIRMONT AVENUE		FAIRMONT	WV	26554	3043633000	United States
PAPA TEXAS, LLC	111	1525 9TH AVE		HUNTINGTON	WV	25701	3045257222	United States
PAPA TEXAS, LLC	2151	3980 STATE ROUTE #34		HURRICANE	WV	25526-9081	3047579220	United States
PAPA TEXAS, LLC	4841	51 DONAHUE DRIVE	SUITE 111	MORGANTOWN	WV	26505	304/241-8330	United States
PAPA TEXAS, LLC	439	229 BEECHURST AVENUE		MORGANTOWN	WV	26505	3042927200	United States
PAPA TEXAS, LLC	324	1433 MACCORKLE AVENUE		ST. ALBANS	WV	25177	3047221700	United States
PAPA TEXAS, LLC	822	949 NATIONAL ROAD		WHEELING	WV	26003	3042327272	United States
PAPA ZHS LLC	4717	351 HOFFMAN BLVD.	UNIT 3	DUQUESNE	PA	15110	412/464-7272	United States
PAPA ZHS LLC	4935	5984 STEUBENVILLE PIKE RD		MCKEES ROCKS	PA	15136	412/489-0858	United States
PAPA ZHS LLC	5146	272 YOST BLVD.		PITTSBURGH	PA	15221	412/436-3375	United States
PAPA ZHS LLC	344	4815 CENTRE AVE		PITTSBURGH	PA	15213	4126827272	United States
PARADISE ISLANDS PIZZA, INC.	1115	2504 NORTH ROOSEVELT BLVD.		KEY WEST	FL	33040	305/294-1111	United States
PARADISE ISLANDS PIZZA, INC.	1803	5105 OVERSEAS HWY		MARATHON	FL	33050	3057433232	United States
PARKWAY INVESTMENTS, INC	3749	255 NORTH DEPOT ST.		LEBANON	KY	40033	2706925757	United States
PARKWAY INVESTMENTS, INC	3178	310 STEVE DRIVE		RUSSELL SPRINGS	KY	42642	2708668333	United States
PASCUAL & BLANTON, LLC	3938	3428 US HWY. 301 N	SHOPPES AT ELLENTON	ELLENTON	FL	34222	9417226400	United States
PATRIOT, LLC	5007	950 COUNTY ROAD 64		ELMIRA	NY	14903	607/358-6088	United States
PATRIOT, LLC	2957	435 FRANKLIN STREET	SUITE 201	ITHACA	NY	14850	6072737272	United States
PATTERSON PIZZA, INC.	4443	3106 HIGHWAY 22	PATTERSON COMMONS PLAZA	PATTERSON	NY	12563	845/878-7272	United States
PAX RIVER PIZZA, LLC	1007	21690 GREAT MILLS ROAD		LEXINGTON PARK	MD	20653-6201	3018638252	United States
PENNSAUKEN PJ LLC	3912	6917 SOUTH CRESCENT BLVD (RT. 130S.)		PENNSAUKEN	NJ	08110	8566630200	United States
PENSACOLA CHRISTIAN COLLEGE, INC.	4622	5412 RAWSON LANE	PENSACOLA CHRISTIAN COLLEGE	PENSACOLA	FL	32503	850/478-8496	United States
PERFECT DELIVERY, INC.	873	1833 HENDERSONVILLE RD	SUITE 180	ASHEVILLE	NC	28803	8282747272	United States
PERFECT DELIVERY, INC.	1168	825-A MERRIMON AVENUE		ASHEVILLE	NC	28804	8282519800	United States
PERFECT DELIVERY, INC.	2323	1334 PATTON AVENUE		ASHEVILLE	NC	28806	8282550000	United States
PERFECT DELIVERY, INC.	2538	150 FIRST AVE E	SUITE B	HENDERSONVILLE	NC	28792	8286983535	United States
PERFECT DELIVERY, INC.	1019	3014 NORTH MAIN STREET		ANDERSON	SC	29621	8642252626	United States
PERFECT DELIVERY, INC.	3191	3906 HIGHWAY 9, UNIT A		BOILING SPRINGS	SC	29316	8645997272	United States
PERFECT DELIVERY, INC.	345	501 COLLEGE AVENUE		CLEMSON	SC	29631	8646537373	United States
PERFECT DELIVERY, INC.	1646	5192 CALHOUN MEMORIAL HIGHWAY	SUITE I	EASLEY	SC	29640	8648501111	United States
PERFECT DELIVERY, INC.	584	1284 SOUTH PLEASANTBURG DRIVE		GREENVILLE	SC	29605-1329	8642779898	United States
PERFECT DELIVERY, INC.	193	624 HOWELL RD		GREENVILLE	SC	29615	8642444200	United States
PERFECT DELIVERY, INC.	545	1507 POINSETT HIGHWAY		GREENVILLE	SC	29609-2928	8642332244	United States
PERFECT DELIVERY, INC.	2022	1311 W. WADE HAMPTON BLVD		GREER	SC	29650	8648793939	United States
PERFECT DELIVERY, INC.	1164	109 HIGHWAY 14		SIMPSONVILLE	SC	29681-6012	8649637272	United States
PERFECT DELIVERY, INC.	5228	673A FAIRVIEW RD		SIMPSONVILLE	SC	29680	864/881-4111	United States
PERFECT DELIVERY, INC.	1822	1948 E MAIN ST.		SPARTANBURG	SC	29307	8645827272	United States
PERFECT DELIVERY, INC.	749	2799 E. REIDVILLE ROAD		SPARTANBURG	SC	29301	8645747272	United States
PERFECT TN PIZZA, LLC	3814	15423 SOUTH FIRST STREET	MALL OF MILAN	MILAN	TN	38358	7316867272	United States
PERFECT TN PIZZA, LLC	3243	1056 B MINERAL WELLS AVE		PARIS	TN	38242	7316440001	United States
PERFECTO PIZZA INC.	3713	81022 US HWY 111 STE A		INDIO	CA	92201	7603477272	United States
PHILADELPHIA PJ LLC	1640	6001 RIDGE AVENUE		PHILADELPHIA	PA	19128	2154830400	United States
PIE GUYS, LLC	5076	305 SHELDON VALLEY DRIVE		NOLENSVILLE	TN	37135	615/283-4323	United States
PIE IN THE SKY INVESTMENTS, LLC	3575	1578 WHITEHALL RD.		ANNAPOLIS	MD	21409	4107576500	United States
PIE IN THE SKY INVESTMENTS, LLC	196	115 HILLSMERE DR.		ANNAPOLIS	MD	21403	4102801500	United States
PIE IN THE SKY INVESTMENTS, LLC	4917	2625 HOUSLEY ROAD		ANNAPOLIS	MD	21401	410/573-1200	United States

PIE IN THE SKY INVESTMENTS, LLC	4465	30320 TRIANGLE DR #11		CHARLOTTE HALL	MD	20622	301/884-2500	United States
PIE IN THE SKY INVESTMENTS, LLC	4725	3737 CHESAPEAKE BEACH ROAD		CHESAPEAKE BEACH	MD	20732	410/257-1700	United States
PIE IN THE SKY INVESTMENTS, LLC	3653	25741-A THREE NOTCH RD.		HOLLYWOOD	MD	20636	3013738911	United States
PIE IN THE SKY INVESTMENTS, LLC	2997	40845 MERCHANTS LANE, SUITE 120		LEONARDTOWN	MD	20650	3014756600	United States
PIE IN THE SKY INVESTMENTS, LLC	3206	8191 JENNIFER LANE, SUITE 100		OWINGS	MD	20736	4102867272	United States
PIE IN THE SKY INVESTMENTS, LLC	2712	609 SOLOMONS ISLAND ROAD		PRINCE FREDERICK	MD	20678-3915	4102868884	United States
PIE IN THE SKY INVESTMENTS, LLC	2748	13326 H.G. TRUEMAN BLVD.		SOLOMONS	MD	20688	4103941700	United States
PIE INVESTMENTS EDISON LLC	4122	52 LINCOLN HWY		EDISON	NJ	08820	732/662-9600	United States
PIE INVESTMENTS FRANKLIN PARK LLC	3870	A&P SHOPPING CENTER	3151 STATE ROUTE 27	FRANKLIN PARK	NJ	08823-1300	7322977272	United States
PIE INVESTMENTS HADDON AVE LLC	1179	104 HADDON AVENUE		WESTMONT	NJ	08108-2741	8568698100	United States
PIE INVESTMENTS HIGHLAND PARK LLC	3471	65 RARITAN AVE		HIGHLAND PARK	NJ	08904	7322492299	United States
PIE INVESTMENTS KEARNY LLC	3592	871 KEARNY AVE		KEARNY	NJ	07032	2012468777	United States
PIE INVESTMENTS NORTH BRUNSWICK LLC	3210	1626 HIGHWAY 130, UNIT #1	LIONS PLAZA	NORTH BRUNSWICK	NJ	08902	7324224111	United States
PIE INVESTMENTS PINE HILL LLC	1423	614 ERIAL ROAD		PINE HILL	NJ	08021-6357	8567827888	United States
PIE INVESTMENTS PLAINFIELD LLC	3802	2319 PLAINFIELD AVE		SOUTH PLAINFIELD	NJ	07080-2926	9087551567	United States
PIE INVESTMENTS SOMERDALE LLC	1404	42 SOUTH WHITE HORSE PIKE		SOMERDALE	NJ	08083-1738	8566274979	United States
PIE INVESTMENTS UNION AVE LLC	3466	710 UNION AVE		MIDDLESEX	NJ	08846	7322718111	United States
PIE INVESTMENTS WILLIAMSTOWN LLC	3935	1180 NORTH BLACKHORSE PIKE		WILLIAMSTOWN	NJ	08094-2813	8567288200	United States
PITA HUT ENTERPRISES II, LLC	5149	701 WEST LIME STREET		LAKELAND	FL	33815	000/000-0000	United States
PITA HUT ENTERPRISES II, LLC	5046	AMWAY CENTER ARENA		ORLANDO	FL	32801	000/000-0000	United States
PITA HUT ENTERPRISES IV, LLC	5177	MIAMI FC	1350 NW 55TH STREET	FT. LAUDERDALE	FL	33309	000/000-0000	United States
PITA HUT ENTERPRISES IV, LLC	3929	MIAMI BEACH CONVENTION CENTER	1901 CONVENTION CENTER DRIVE	MIAMI	FL	33139	000/000-0000	United States
PITA HUT ENTERPRISES V, LLC	4885	GEORGIA TECH MCCAMISH ARENA	MCCAMISH ARENA - 965 FOWLER ST NW	ATLANTA	GA	30318	000/000-0000	United States
PITA HUT ENTERPRISES V, LLC	4936	COBB GALLERIA CENTRE		ATLANTA	GA	30339	000/000-0000	United States
PITA HUT ENTERPRISES V, LLC	4884	GEORGIA TECH BOBBY DODD STADIUM	177 NORTH AVE NW	ATLANTA	GA	30313	000/000-0000	United States
PITA HUT ENTERPRISES V, LLC	4567	GEORGIA INTERNATIONAL CONVENTION CENTER	2000 CONVENTION CENTER CONCOURSE	ATLANTA	GA	30337	000/000-0000	United States
PITA HUT ENTERPRISES V, LLC	4450	GEORGIA WORLD CONGRESS CENTER	285 ANDREW YOUNG INTERNATIONAL BLVD. NW	ATLANTA	GA	30313	000/000-0000	United States
PITA HUT ENTERPRISES VIII, LLC	4242	ERNEST N. MORIAL CONVENTION CENTER	900 CONVENTION CENTER BLVD	NEW ORLEANS	LA	70130	000/000-0000	United States
PITA HUT ENTERPRISES X, LLC	4922	TROPICANA FIELD		ST. PETERSBURG	FL	33705	000/000-0000	United States
PITA HUT ENTERPRISES X, LLC	5130	4800 U.S. HWY. 301 NORTH		TAMPA	FL	33610	000/000-0000	United States
PITA HUT ENTERPRISES XIV LLC	5045	THE ALAMODOME	100 MONTANA STREET	SAN ANTONIO	TX	78203	999/999-9999	United States
PITA HUT ENTERPRISES XIX, LLC	5033	JACOB K JAVITS CONVENTION CENTER	655 W 34TH STREET	NEW YORK	NY	10001	000/000-0000	United States
PITA HUT ENTERPRISES XV LLC	4941	CASHMAN FIELD	850 NORTH LAS VEGAS BLVD	LAS VEGAS	NV	89101	000/000-0000	United States
PITA HUT ENTERPRISES XV LLC	5151	3150 PARADISE ROAD	LAS VEGAS CONVENTION CENTER	LAS VEGAS	NV	89109	000/000-0000	United States
PITA HUT ENTERPRISES XVI, LLC	4705	BALTIMORE CONVENTION CENTER	1 W. PRATT STREET	BALTIMORE	MD	21201	000/000-0000	United States
PITA HUT ENTERPRISES XVII, LLC	5006	WALTER E WASHINGTON CONVENTION CENTER	801 MOUNT VERNON PL NW	WASHINGTON	DC	20001	000/000-0000	United States
PITA HUT ENTERPRISES, INC.	3721	ORANGE COUNTY CONVENTION CENTER	9800 INTERNATIONAL DRIVE	ORLANDO	FL	32819	000/000-0000	United States
PIZZA 1, LLC	4195	37115 S GRATIOT AVENUE	NORTHPOINT PLAZA	CLINTON TOWNSHIP	MI	48036	586/416-9500	United States
PIZZA 3.14, LLC	4585	2914 US HWY 70 WEST	UNIT C	GOLDSBORO	NC	27530	919/288-1840	United States
PIZZA 3.14, LLC	5117	2900 ARENDELL STREET	SUITE 13	MOREHEAD CITY	NC	28557	252/646-3936	United States
PIZZA 3.14, LLC	4833	302 WEST NC HWY 55	UNIT 500	MT. OLIVE	NC	28365	919/299-4726	United States
PIZZA 3.14, LLC	3917	923 W CORBETT AVE STE 1	HWY 24	SWANSBORO	NC	28584	9103251775	United States
PIZZA 3.14, LLC	4683	110 RIVER OAKS DR	UNIT 102-A	TARBORO	NC	27886	252/563-6650	United States
PIZZA BROTHERS EAST, INC.	3566	QUANTICO MARINE BASE	BUILDING 3500 MARINE EXCHANGE	QUANTICO	VA	22134	7032215070	United States
PIZZA CLUB BT LLC	3898	5 MISSION ROAD	UNIT 6	TRENTON	NJ	08620	6092987272	United States
PIZZA CLUB LLC	4010	400 US 130 STE 6		EAST WINDSOR	NJ	08520	609/371-7272	United States
PIZZA GIRL, INC.	3843	1311 WEST FLOYD BAKER BLVD.	CHEROKEE PLAZA	GAFFNEY	SC	29341	8646491777	United States
PIZZA NE1, INC.	1907	1100 WEST 7TH STREET		AUBURN	IN	46706	2609277272	United States
PIZZA NE1, INC.	2094	492- B W PLAZA DRIVE		COLUMBIA CITY	IN	46725	2602482688	United States
PIZZA NE1, INC.	2567	1625 N MICHIGAN AVE		PLYMOUTH	IN	46563	5749366500	United States
PIZZA NE1, INC.	1908	1308 N. CASS STREET		WABASH	IN	46992	2605697777	United States
PIZZA NE1, INC.	1083	2511 E. CENTER STREET		WARSAW	IN	46580	5742693200	United States
PIZZA OIL, LLC	4557	120 26TH ST.EAST STE 100		WILLISTON	ND	58801	701/774-7575	United States

PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5232	6382 BUFFALO GAP RD STE D		ABILENE	TX	79606-6098	325/451-5757	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3054	8455 CRESTWAY ROAD, SUITE 111		CONVERSE	TX	78109	2106557272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5092	1187 COUNTY LINE ROAD SUITE 104		NEW BRAUNFELS	TX	78130	830/627-7272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5137	2720 LOOP 337 STE 104		NEW BRAUNFELS	TX	78130	830/629-7272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	4132	100 N. SANTA ROSA ST	THE VISTANA	SAN ANTONIO	TX	78207-3205	210/224-7272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	2750	2602 N LOOP 1604 W STE 1051		SAN ANTONIO	TX	78248	210/764-7272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3245	9902 POTRANCO, SUITE 116		SAN ANTONIO	TX	78251-9611	2106845757	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3318	9123 N. LOOP 1604 W., STE. 103		SAN ANTONIO	TX	78249	2102237272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3053	3111 TPC PRKWY	STE 118	SAN ANTONIO	TX	78259	210/481-2722	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1664	7946 FREDRICKSBURG RD		SAN ANTONIO	TX	78229	2105587272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	2009	6435 SAN PEDRO AVENUE		SAN ANTONIO	TX	78216	2103757272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1949	6387 BABCOCK ROAD		SAN ANTONIO	TX	78240	2106913434	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	3521	20711 WILDERNESS OAK	STE 111	SAN ANTONIO	TX	78258	2105455353	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1405	7870 CULEBRA RD STE 1		SAN ANTONIO	TX	78251-1460	2105097272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1371	207 VALLEY HI DR STE 104		SAN ANTONIO	TX	78227	210/337-7272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	947	7350 TEZEL RD	STE 101	SAN ANTONIO	TX	78250	2105207272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	892	2354 NW MILITARY HIGHWAY		SAN ANTONIO	TX	78231	2103087272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1080	15050 JONES-MALTSBERGER ROAD	SUITE 1	SAN ANTONIO	TX	78247	2104957272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1112	11102 TOEPPERWEIN ROAD		SAN ANTONIO	TX	78233	2106567272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1236	12642 NACOGDOCHES RD		SAN ANTONIO	TX	78217	2106377272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	1557	1230 AUSTIN HWY STE. 100 B		SAN ANTONIO	TX	78209	2104367272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	5073	13762 POTRANCO RD	SUITE 200	SAN ANTONIO	TX	78245	210/679-7272	United States
PIZZA VENTURE OF SAN ANTONIO, L.L.C.	4626	11823 CULEBRA RD SUITE 101		SAN ANTONIO	TX	78253	210/521-7272	United States
PIZZA VENTURE OF WEST TEXAS, L.L.C.	2054	3900 N. 1ST ST.	STE 3	ABILENE	TX	79603	3256773434	United States
PIZZA VENTURE OF WEST TEXAS, L.L.C.	1635	4408 WEST LOOP 250 N		MIDLAND	TX	79707	4326947272	United States
PIZZA VENTURE OF WEST TEXAS, L.L.C.	1904	2000 B 42ND STREET		ODESSA	TX	79762	4323373737	United States
PIZZA VENTURE OF WEST TEXAS, L.L.C.	1811	2440 SHERWOOD WAY		SAN ANGELO	TX	76901	3252237272	United States
PIZZA WARRIORS, LLC	740	1490 WEST GOVERNMENT ST.	STE 8	BRANDON	MS	39042	6018240068	United States
PIZZA WARRIORS, LLC	581	5791 TERRY ROAD	SUITE 203	BYRAM	MS	39272	601/373-1112	United States
PIZZA WARRIORS, LLC	3131	901 LAKELAND PLACE, SUITE 1		FLOWOOD	MS	39232	6019927272	United States
PIZZA WARRIORS, LLC	2160	1240 E NORTH SIDE DRIVE, SUITE 1		JACKSON	MS	39211	6019822007	United States
PIZZA WARRIORS, LLC	606	398 HIGHWAY 51 NORTH		RIDGELAND	MS	39157	6018531951	United States
PIZZA WITH A PURPOSE, LLC	4478	1558 ROME HWY		CEDARTOWN	GA	30125	770/748-0202	United States
PIZZERIAS, LLC	367	19625 NW 57TH AVENUE		CAROL CITY	FL	33055	3056247272	United States
PIZZERIAS, LLC	1621	1596 S. DIXIE HIGHWAY		CORAL GABLES	FL	33146	3056688484	United States
PIZZERIAS, LLC	2636	3120 WEST 76TH STREET SUITE D-106		HIALEAH	FL	33018-3803	3055577272	United States
PIZZERIAS, LLC	580	1315 W 49TH ST		HIALEAH	FL	33012	3053648787	United States
PIZZERIAS, LLC	618	1862 NORTH YOUNG CIRCLE		HOLLYWOOD	FL	33020	9549293100	United States
PIZZERIAS, LLC	673	829 NORTH HOMESTEAD BLVD.		HOMESTEAD	FL	33030	3052476757	United States
PIZZERIAS, LLC	944	9459 W FLAGLER		MIAMI	FL	33174	3055516444	United States
PIZZERIAS, LLC	555	20312 NW SECOND AVE		MIAMI	FL	33169	3057703411	United States
PIZZERIAS, LLC	563	12798 S.W. 8TH STREET		MIAMI	FL	33184	3052257272	United States
PIZZERIAS, LLC	513	12509-A SOUTH DIXIE HWY.		MIAMI	FL	33156	305/254-7272	United States
PIZZERIAS, LLC	517	1498 NE 183 RD ST		MIAMI	FL	33179	3059197272	United States
PIZZERIAS, LLC	1270	9619 NORTHWEST 41ST STREET		MIAMI	FL	33178-2973	3055999299	United States
PIZZERIAS, LLC	1806	400 SW 8TH ST.		MIAMI	FL	33130	3058561188	United States
PIZZERIAS, LLC	2184	16834 SW 88TH STREET		MIAMI	FL	33196	3053875808	United States
PIZZERIAS, LLC	1145	15900 S.W. 137TH AVENUE		MIAMI	FL	33177	3052561555	United States
PIZZERIAS, LLC	551	3236 NW 7TH ST		MIAMI	FL	33125	3056431441	United States
PIZZERIAS, LLC	546	10756 SW 72ND STREET		MIAMI	FL	33173	3055967272	United States
PIZZERIAS, LLC	539	2877 BISCAYNE BLVD		MIAMI	FL	33137	305/576-7272	United States
PIZZERIAS, LLC	1354	13300 NW 27TH AVE		MIAMI	FL	33054	3056887200	United States
PIZZERIAS, LLC	1014	19343 DIXIE HIGHWAY		MIAMI	FL	33157	3052521040	United States

PIZZERIAS, LLC	586	6701 SW 40TH ST		MIAMI	FL	33155	3056698800	United States
PIZZERIAS, LLC	378	13905 WEST DIXIE HIGHWAY		MIAMI	FL	33161-3440	3058928700	United States
PIZZERIAS, LLC	4824	2537 NW 54TH STREET		MIAMI	FL	33142	786/220-9393	United States
PIZZERIAS, LLC	428	8849 BISCAYNE BLVD		MIAMI	FL	33138	3057542666	United States
PIZZERIAS, LLC	692	14786 SW 56TH ST		MIAMI	FL	33185	3053857535	United States
PIZZERIAS, LLC	1157	8791 SW 40TH (BIRD RD)		MIAMI	FL	33165	3052207500	United States
PIZZERIAS, LLC	889	2201 CORAL WAY		MIAMI	FL	33145	3058597273	United States
PIZZERIAS, LLC	890	13716 NORTH KENDALL DRIVE		MIAMI	FL	33186	3053830030	United States
PIZZERIAS, LLC	888	1100 15TH STREET		MIAMI BEACH	FL	33139-3308	3055358881	United States
PIZZERIAS, LLC	377	15428 NORTHWEST 77TH COURT		MIAMI LAKES	FL	33016-5803	3053621300	United States
PIZZERIAS, LLC	785	104 CURTISS PARKWAY		MIAMI SPRINGS	FL	33166	3058837225	United States
PIZZERIAS, LLC	4985	14324 SW 264TH STREET	CORAL TOWN PLAZA	NARANJA	FL	33032	305/508-9932	United States
PIZZERIAS, LLC	1136	16850 COLLINS AVE, STE 103		NORTH MIAMI BEACH	FL	33160-4291	3053547272	United States
PJ AFFAN INC	3880	3301 E. 12TH STREET	STE 117	OAKLAND	CA	94601	5105367272	United States
PJ BALI INC	3972	3898 EL CAMINO REAL		PALO ALTO	CA	94306	6504937272	United States
PJ BHATTI INC	3762	2198 E. 14TH ST.		SAN LEANDRO	CA	94577	5104837272	United States
PJ CENTRAL	4370	2401 WHITE LN. #7		BAKERSFIELD	CA	93304	661/833-0303	United States
PJ CENTRAL	4359	1721 E J AVE STE B-2		LANCASTER	CA	93535	661/723-3331	United States
PJ CENTRAL	4327	42344 W. 50TH ST		QUARTZ HILL	CA	93536	661/943-7600	United States
PJ CHEESE, INC.	696	565 1ST STREET NORTH		ALABASTER	AL	35007	2056633132	United States
PJ CHEESE, INC.	691	13 BILL ROBISON PARKWAY		ANNISTON	AL	36206	2568207272	United States
PJ CHEESE, INC.	1269	916 US HIGHWAY 72 E		ATHENS	AL	35611	2562323000	United States
PJ CHEESE, INC.	3145	973 GILBERT FERRY RD.		ATTALLA	AL	35954	2565386099	United States
PJ CHEESE, INC.	393	211 NORTH COLLEGE STREET		AUBURN	AL	36830-4707	3348267272	United States
PJ CHEESE, INC.	1498	1429 11TH AVENUE SOUTH		BIRMINGHAM	AL	35205	2059336900	United States
PJ CHEESE, INC.	542	9109 PARKWAY EAST		BIRMINGHAM	AL	35206	2058337272	United States
PJ CHEESE, INC.	591	4500 MONTEVALLO ROAD	SUITE A108	BIRMINGHAM	AL	35210	2059517272	United States
PJ CHEESE, INC.	3699	2300 RESOURCE DRIVE	ALABAMA MOBILE PIZZA STORE	BIRMINGHAM	AL	35242	804/400-4060	United States
PJ CHEESE, INC.	1377	4629 A HWY 280		BIRMINGHAM	AL	35242	2059807272	United States
PJ CHEESE, INC.	291	2505 CENTER POINT PARKWAY		BIRMINGHAM	AL	35215	2058567272	United States
PJ CHEESE, INC.	5243	100 CHELSEA CORNERS WAY	SUITE 108	CHELSEA	AL	35043	659/238-0772	United States
PJ CHEESE, INC.	1148	1646 2ND AVENUE S.W.		CULLMAN	AL	35055	2567757272	United States
PJ CHEESE, INC.	679	1529 6TH AVE SE		DECATUR	AL	35601	2563536800	United States
PJ CHEESE, INC.	898	2727 MALL RD		FLORENCE	AL	35630-3706	2567668311	United States
PJ CHEESE, INC.	2261	800 DEKALB PLAZA BOULEVARD SOUTHWEST		FORT PAYNE	AL	35967-4871	2568458282	United States
PJ CHEESE, INC.	1920	1958 RAINBOW DR		GADSDEN	AL	35901	2565463939	United States
PJ CHEESE, INC.	976	426 DECATUR HIGHWAY		GARDENDALE	AL	35071	2056087272	United States
PJ CHEESE, INC.	1937	1615 MONTGOMERY HIWAY		HOOVER	AL	35216	2058247271	United States
PJ CHEESE, INC.	346	2806 S. MEMORIAL PARKWAY	SUITE B	HUNTSVILLE	AL	35801	2565337272	United States
PJ CHEESE, INC.	370	2750 CARL T JONES DRIVE SOUTHEAST		HUNTSVILLE	AL	35802-4913	2568834333	United States
PJ CHEESE, INC.	319	4710 UNIVERSITY DR		HUNTSVILLE	AL	35816	2568302226	United States
PJ CHEESE, INC.	318	1924 B WINCHESTER RD NE		HUNTSVILLE	AL	35811	2568598929	United States
PJ CHEESE, INC.	2830	702 SOUTH PELHAM ROAD		JACKSONVILLE	AL	36265-2734	2564357272	United States
PJ CHEESE, INC.	886	680 HIGHWAY 78 WEST		JASPER	AL	35501	2052217171	United States
PJ CHEESE, INC.	5119	8644 MADISON BOULEVARD		MADISON	AL	35758	256/258-8222	United States
PJ CHEESE, INC.	371	12100 COUNTY LINE ROAD	SUITE B	MADISON	AL	35756	256/772-3111	United States
PJ CHEESE, INC.	977	316 WOODWARD AVENUE		MUSCLE SHOALS	AL	35661	2563899989	United States
PJ CHEESE, INC.	141	2503 MCFARLAND BLVD		NORTHPORT	AL	35476	2053399200	United States
PJ CHEESE, INC.	1792	2107 A PEPPERELL PKWY		OPELIKA	AL	36801	3347417272	United States
PJ CHEESE, INC.	2056	1225 SNOW STREET	SUITE 10	OXFORD	AL	36203	2568357272	United States
PJ CHEESE, INC.	1001	2128 MONTGOMERY HWY		PELHAM	AL	35124	2059827272	United States
PJ CHEESE, INC.	2640	2401 STEMLEY BRIDGE RD	#A-16	PELL CITY	AL	35128	2058847272	United States
PJ CHEESE, INC.	1647	1118 CHALKVILLE RD NORTH		TRUSSVILLE	AL	35173	2056619900	United States

PJ CHEESE, INC.	1547	2001 SKYLAND BLVD. EAST	SUITE C-2	TUSCALOOSA	AL	35405	2055547272	United States
PJ CHEESE, INC.	110	1330 HACKBERRY LANE		TUSCALOOSA	AL	35401	2053453450	United States
PJ CHEESE, INC.	368	736 MONTGOMERY HWY		VESTAVIA HILLS	AL	35216	2059787272	United States
PJ CHEESE, INC.	398	209 SOUTH COCOA BOULEVARD		COCOA	FL	32922-7649	3216363770	United States
PJ CHEESE, INC.	2115	1506 SOUTH NOVA ROAD		DAYTONA BEACH	FL	32114-5816	3862261447	United States
PJ CHEESE, INC.	4677	DAYTONA INTERNATIONAL SPEEDWAY	1801 W. INTERNATIONAL SPEEDWAY BLVD.	DAYTONA BEACH	FL	32114	386/503-9509	United States
PJ CHEESE, INC.	1003	30 SOUTH ATLANTIC AVENUE		DAYTONA BEACH	FL	32118-4332	3862527272	United States
PJ CHEESE, INC.	664	1129 NORTH WOODLAND BOULEVARD		DELAND	FL	32720-2249	3869437272	United States
PJ CHEESE, INC.	1428	1583 NORTH NOVA ROAD		HOLLY HILL	FL	32117-3048	3862387272	United States
PJ CHEESE, INC.	449	434 EAST MERRITT IS. CAUSEWAY		MERRITT ISLAND	FL	32952	3214538080	United States
PJ CHEESE, INC.	782	601 SOUTH DIXIE HIGHWAY		NEW SMYRNA BEACH	FL	32168-7355	3864267272	United States
PJ CHEESE, INC.	877	1425 WEST GRANADA BOULEVARD UNIT 7		ORMOND BEACH	FL	32174-8113	3866729999	United States
PJ CHEESE, INC.	2183	1489 PALM COAST PARKWAY, SUITE 1		PALM COAST	FL	32137-4720	3864462323	United States
PJ CHEESE, INC.	2801	1760 DUNLAWTON AVE, SUITE102		PORT ORANGE	FL	32127	386/322-9020	United States
PJ CHEESE, INC.	763	3 SOUTH WASHINGTON AVENUE		TITUSVILLE	FL	32796	3213831400	United States
PJ CHEESE, INC.	862	125 RED BUD ROAD NE, SUITE 6		CALHOUN	GA	30701	7066255646	United States
PJ CHEESE, INC.	809	7 SOUTH DIXIE AVENUE		CARTERSVILLE	GA	30120	7706068787	United States
PJ CHEESE, INC.	2240	2120 HIGHWAY 76, SUITE 3		CHATSWORTH	GA	30705-6347	7066954004	United States
PJ CHEESE, INC.	249	100 WEST WALNUT AVENUE, SUITE 2		DALTON	GA	30720-8427	7062788181	United States
PJ CHEESE, INC.	610	1537 BATTLEFIELD PARKWAY		FORT OGLETHORPE	GA	30742-4015	7068614100	United States
PJ CHEESE, INC.	829	925 TURNER MCCALL BOULEVARD NORTHEAST		ROME	GA	30161-2928	7068021010	United States
PJ CHEESE, INC.	445	906 W. GOODMAN ROAD		HORNLAKE	MS	38637	6623492900	United States
PJ CHEESE, INC.	1200	7423 GOODMAN RD		OLIVE BRANCH	MS	38654	6628934848	United States
PJ CHEESE, INC.	1232	9160 HIGHWAY 64 SUITE 14		ARLINGTON	TN	38002-8094	9013732440	United States
PJ CHEESE, INC.	1675	1515 DECATUR PIKE		ATHENS	TN	37303-2421	4237460111	United States
PJ CHEESE, INC.	162	6828 STAGE ROAD		BARTLETT	TN	38134-3810	9013736080	United States
PJ CHEESE, INC.	279	3908 HIXSON PIKE		CHATTANOOGA	TN	37415-3525	4238775777	United States
PJ CHEESE, INC.	444	7000 LEE HIGHWAY	STE 500	CHATTANOOGA	TN	37421	4238558889	United States
PJ CHEESE, INC.	4357	2700 S. BROAD STREET		CHATTANOOGA	TN	37408	423/785-1000	United States
PJ CHEESE, INC.	332	5210 BRAINERD ROAD, SUITE C		CHATTANOOGA	TN	37411-5343	4238550606	United States
PJ CHEESE, INC.	223	2417 KEITH STREET NORTHWEST, SUITE 105		CLEVELAND	TN	37311-1310	4234765040	United States
PJ CHEESE, INC.	446	622 WEST POPLAR		COLLIERVILLE	TN	38017	9018546777	United States
PJ CHEESE, INC.	201	GERMANTOWN PARKWAY SHOPS	830 N GERMANTOWN PKY STE 108	CORDOVA	TN	38018	9017539996	United States
PJ CHEESE, INC.	2251	4009 RHEA COUNTY HIGHWAY, UNIT III		DAYTON	TN	37321-6010	4235700006	United States
PJ CHEESE, INC.	627	638 US HIGHWAY 51 BYPASS WEST		DYERSBURG	TN	38024-1949	7312860800	United States
PJ CHEESE, INC.	876	1315 E. ANDREW JOHNSON HWY., SUITE 5		GREENEVILLE	TN	37745	4236387272	United States
PJ CHEESE, INC.	2076	5944 HIGHWAY 58		HARRISON	TN	37341-9533	4233448581	United States
PJ CHEESE, INC.	746	6210 HIXSON PIKE		HIXSON	TN	37343-3045	4238432101	United States
PJ CHEESE, INC.	1562	2089 NORTH HIGHLAND AVENUE, SUITE D		JACKSON	TN	38305-4900	7316649993	United States
PJ CHEESE, INC.	2639	617 E BROADWAY BLVD		JEFFERSON CITY	TN	37760-4906	8654716633	United States
PJ CHEESE, INC.	2250	785 HIGHWAY 321 NORTH	SUITE 7	LENOIR CITY	TN	37771	8659884774	United States
PJ CHEESE, INC.	163	3267 AUSTIN PEAY HIGHWAY		MEMPHIS	TN	38128	901/386-9181	United States
PJ CHEESE, INC.	175	2757 SOUTH MENDENHALL ROAD, #6		MEMPHIS	TN	38115	9013681800	United States
PJ CHEESE, INC.	176	4213 SUMMER AVE.		MEMPHIS	TN	38122-4043	9013273600	United States
PJ CHEESE, INC.	298	1436 UNION AVENUE		MEMPHIS	TN	38104-3624	9012787272	United States
PJ CHEESE, INC.	231	6515 POPLAR AVENUE	SUITE 111	MEMPHIS	TN	38119	9017669988	United States
PJ CHEESE, INC.	153	7948 WINCHESTER RD. STE. 110		MEMPHIS	TN	38125	9016247770	United States
PJ CHEESE, INC.	257	2138 W. ANDREW JOHNSON HIGHWAY		MORRISTOWN	TN	37814	4235812727	United States
PJ CHEESE, INC.	2438	1047 COSBY HIWAY		NEWPORT	TN	37821	4236138899	United States
PJ CHEESE, INC.	2055	9408 APISON PIKE, SUITE B-6		OOLTEWAH	TN	37363	4233964433	United States
PJ CHEESE, INC.	738	3152 PARKWAY #14		PIGEON FORGE	TN	37863	8654287600	United States
PJ CHEESE, INC.	1165	739 DOLLY PARTON PKWY., SUITE A		SEVIERVILLE	TN	37862	8654294455	United States
PJ CHEESE, INC.	1941	10725 CHAPMAN HWY	#14	SEYMOUR	TN	37865	8656099990	United States

PJ CHEESE, INC.	810	5540 CALDER AVENUE		BEAUMONT	TX	77706-6302	4098999890	United States
PJ CHEESE, INC.	1169	1409 W LOOP 281 STE C		LONGVIEW	TX	75604	9037598899	United States
PJ CHEESE, INC.	2530	905 E MARSHALL AVENUE		LONGVIEW	TX	75601-5502	9032429090	United States
PJ CHEESE, INC.	903	1205 SOUTH 1ST STREET		LUFKIN	TX	75901	9366346611	United States
PJ CHEESE, INC.	636	2702 NORTH STREET		NACOGDOCHES	TX	75965	9365696611	United States
PJ CHEESE, INC.	645	3004 HIGHWAY 365		NEDERLAND	TX	77627	4097292929	United States
PJ CHEESE, INC.	3590	2305 MACARTHUR DRIVE		ORANGE	TX	77630	4099880988	United States
PJ CHEESE, INC.	1263	4003 NORTH STATELINE AVENUE		TEXARKANA	TX	75503-3134	9037927272	United States
PJ CHEESE, INC.	793	6751 S BROADWAY AVE.		TYLER	TX	75703	9035090990	United States
PJ CHEESE, INC.	1227	631 S BECKHAM AVE		TYLER	TX	75701-1901	9035967272	United States
PJ CHEESE, INC.	4887	UNIVERSITY OF VIRGINIA SCOTT STADIUM		CHARLOTTESVILLE	VA	22903	800/400-3059	United States
PJ CHEESE, INC.	759	1305 LONG STREET, SUITE A		CHARLOTTESVILLE	VA	22901-4901	4342967272	United States
PJ CHEESE, INC.	4888	UNIVERSITY OF VIRGINIA JOHN PAUL JONES ARENA		CHARLOTTESVILLE	VA	22903	540/840-1023	United States
PJ CHEESE, INC.	760	2171 IVY ROAD, SUITE 1		CHARLOTTESVILLE	VA	22903	4349797272	United States
PJ CHEESE, INC.	1614	3360 S MILITARY HIGHWAY		CHESAPEAKE	VA	23323	7574857200	United States
PJ CHEESE, INC.	974	4221 INDIAN RIVER ROAD		CHESAPEAKE	VA	23325-3033	7575787272	United States
PJ CHEESE, INC.	620	3115 WESTERN BRANCH BLVD		CHESAPEAKE	VA	23321	7574834000	United States
PJ CHEESE, INC.	789	359 SOUTH BATTLEFIELD BLVD.		CHESAPEAKE	VA	23322	7575460546	United States
PJ CHEESE, INC.	592	1148-A VOLVO PARKWAY		CHESAPEAKE	VA	23320	7575490300	United States
PJ CHEESE, INC.	688	9831 CHESTER ROAD		CHESTER	VA	23831	8047787272	United States
PJ CHEESE, INC.	867	3635 - B BOULEVARD		COLONIAL HEIGHTS	VA	23834	8045267272	United States
PJ CHEESE, INC.	215	9853 BROOK ROAD, SUITE 101		GLEN ALLEN	VA	23059	8042624500	United States
PJ CHEESE, INC.	558	4740 GEORGE WASHINGTON MEMORIAL HWY. STE D		GRAFTON	VA	23692	7578986789	United States
PJ CHEESE, INC.	3838	2217 KECOUGHTAN ROAD		HAMPTON	VA	23661	7572447272	United States
PJ CHEESE, INC.	1932	3370 COMMANDER SHEPARD BLVD.		HAMPTON	VA	23666	7577661000	United States
PJ CHEESE, INC.	672	901 BIG BETHEL ROAD		HAMPTON	VA	23666	7578277272	United States
PJ CHEESE, INC.	642	231 EAST MERCURY BLVD.		HAMPTON	VA	23669	7577237272	United States
PJ CHEESE, INC.	296	8903 PATTERSON AVENUE		HENRICO	VA	23229	8047417000	United States
PJ CHEESE, INC.	874	5113 OAKLAWN BLVD		HOPEWELL	VA	23860	8044527272	United States
PJ CHEESE, INC.	373	7111 MECHANICSVILLE TPK.		MECHANICSVILLE	VA	23111	8047307272	United States
PJ CHEESE, INC.	1590	6633 LAKE HARBOUR DRIVE		MIDLOTHIAN	VA	23112	8046397979	United States
PJ CHEESE, INC.	273	14209 MIDLOTHIAN TURNPIKE		MIDLOTHIAN	VA	23113-6525	8048978000	United States
PJ CHEESE, INC.	1374	712 J CLYDE MORRIS BLVD STE A		NEWPORT NEWS	VA	23601	7575990102	United States
PJ CHEESE, INC.	271	15507 WARWICK BOULEVARD		NEWPORT NEWS	VA	23608	7578880008	United States
PJ CHEESE, INC.	448	12638 JEFFERSON AVENUE	STE 23	NEWPORT NEWS	VA	23602	7578777788	United States
PJ CHEESE, INC.	978	7639 GRANBY STREET		NORFOLK	VA	23505	7574894000	United States
PJ CHEESE, INC.	595	4017 EAST LITTLE CREEK ROAD		NORFOLK	VA	23518-3549	7575887272	United States
PJ CHEESE, INC.	612	2001 COLLEY AVENUE, SUITE B		NORFOLK	VA	23517-1501	7576277272	United States
PJ CHEESE, INC.	973	4714 PORTSMOUTH BOULEVARD		PORTSMOUTH	VA	23701-2308	7574887272	United States
PJ CHEESE, INC.	4423	RICHMOND INTERNATIONAL RACEWAY	600 E. LABURNUM AVE.	RICHMOND	VA	23222	804/400-3062	United States
PJ CHEESE, INC.	3871	551 EAST LABURNUM AVENUE		RICHMOND	VA	23222	8043217272	United States
PJ CHEESE, INC.	442	9811 HULL STREET ROAD		RICHMOND	VA	23236	8046744300	United States
PJ CHEESE, INC.	5027	THE DIAMOND BASEBALL STADIUM	FLYING SQUIRRELS - 3001 NORTH BLVD	RICHMOND	VA	23230	000/000-0000	United States
PJ CHEESE, INC.	2717	6100-D WEST BROAD STREET		RICHMOND	VA	23230-2205	8044844899	United States
PJ CHEESE, INC.	385	9038 W BROAD ST		RICHMOND	VA	23294	8047477300	United States
PJ CHEESE, INC.	4028	4152 MEADOWDALE BLVD.		RICHMOND	VA	23234	804/743-7272	United States
PJ CHEESE, INC.	1240	4744 S LABURNUM AVE	AUDOBON CROSSING SHOPPING CENTER	RICHMOND	VA	23231	8042220200	United States
PJ CHEESE, INC.	191	10054 ROBIOUS RD		RICHMOND	VA	23235	8043309000	United States
PJ CHEESE, INC.	238	1200 W. MAIN		RICHMOND	VA	23220	8043546262	United States
PJ CHEESE, INC.	443	3067 LAUDERDALE DRIVE		RICHMOND	VA	23233	8043607272	United States
PJ CHEESE, INC.	334	6823 FOREST HILL AVE		RICHMOND	VA	23225	8043238100	United States
PJ CHEESE, INC.	1532	810 N. MAIN STREET		SUFFOLK	VA	23434	7575389000	United States
PJ CHEESE, INC.	1943	1423 N. GREAT NECK RD		VIRGINIA BEACH	VA	23454	7574964600	United States

PJ CHEESE, INC.	552	5192 FAIRFIELD SHOPPING CENTER		VIRGINIA BEACH	VA	23464	7574677272	United States
PJ CHEESE, INC.	1648	1615 GENERAL BOOTH BLVD		VIRGINIA BEACH	VA	23454	7577219800	United States
PJ CHEESE, INC.	2070	3784 VIRGINIA BEACH BLVD		VIRGINIA BEACH	VA	23452	7573069000	United States
PJ CHEESE, INC.	820	4505 HAYGOOD ROAD		VIRGINIA BEACH	VA	23455	7574604900	United States
PJ CHEESE, INC.	553	2052 S. INDEPENDENCE BLVD., SUITE 4		VIRGINIA BEACH	VA	23453	7574169700	United States
PJ CHEESE, INC.	801	333 LASKIN ROAD		VIRGINIA BEACH	VA	23451	7574378300	United States
PJ CHEESE, INC.	151	5251 JOHN TYLER HWY	WILLIAMSBURG CROSSING CENTER	WILLIAMSBURG	VA	23185-8808	7572297272	United States
PJ CHEESE, INC.	3940	5559 OLDE TOWNE ROAD		WILLIAMSBURG	VA	23188	7575647272	United States
PJ CHILL, LLC	244	376 NORTH HIGH STREET		CHILLICOTHE	OH	45601-1631	7407738000	United States
PJ CHIPPEWA, L.L.C.	3133	2333 CHIPPEWA STREET		BATON ROUGE	LA	70805	2253567273	United States
PJ CHIPPEWA, L.L.C.	3602	19900 OLD SCENIC HWY STE A		ZACHARY	LA	70791	2256587972	United States
PJ CLEVELAND LLC	2596	2229 EAST FLORIDA AVENUE		HEMET	CA	92544-4752	9519257272	United States
PJ CLEVELAND LLC	3283	25381 RAILROAD CANYON ROAD 11C		LAKE ELSINORE	CA	92532	9512462772	United States
PJ CLEVELAND LLC	3077	30145 ANTELOPE ROAD, SUITE B-102		MENIFEE	CA	92584	9516797272	United States
PJ CLEVELAND LLC	2319	40770 CALIFORNIA OAKS ROAD, SUITE B		MURRIETA	CA	92562-5727	9513047272	United States
PJ CLEVELAND LLC	3503	120 RAMONA EXPY STE D		PERRIS	CA	92571	9516578448	United States
PJ CLEVELAND LLC	2258	30590 RANCHO CALIFORNIA ROAD, SUITE 307		TEMECULA	CA	92591-3280	9516948998	United States
PJ FAST ANNA LLC	4685	WILLOW CREEK PLAZA	810 W. WHITE ST STE 500	ANNA	TX	75409	214/831-7272	United States
PJ FAST GREENVILLE, LLC	4787	7215 I-30 FRONTAGE RD.		GREENVILLE	TX	75402	903/455-7272	United States
PJ FAST GREENVILLE, LLC	4867	572 W I-30 FRONTAGE RD	WALMART S/C	ROYSE	TX	75189	972/635-6300	United States
PJ FAST GREENVILLE, LLC	1199	2922 KEMP BLVD		WICHITA FALLS	TX	76308	9407661300	United States
PJ FAST GREENVILLE, LLC	1198	3705B SHEPPARD ACCESS ROAD		WICHITA FALLS	TX	76306	9407230000	United States
PJ FAST LAWTON LLC	4377	2112 NW CACHE ROAD		LAWTON	OK	73505	580/353-7272	United States
PJ FORT MYERS, LLC	3362	215 HABERSHAM VILLAGE CIRCLE		CORNELIA	GA	30531	7067767600	United States
PJ HAYES LLC	4243	4766 GEORGE WASHINGTON MEMORIAL HWY.		HAYES	VA	23072	804/693-4433	United States
PJ HEJRAM INC	4921	590 E. COTATI AVE.	COTATI PLAZA UNIT B	COTATI	CA	94931	707/755-7272	United States
PJ HOOD, INC.	5089	2441 EAST US HIGHWAY 377		GRANBURY	TX	76049	817/579-1220	United States
PJ HOOD, INC.	5088	1011 E. MAIN ST.		MIDLOTHIAN	TX	76065	469/537-7116	United States
PJ LAS VEGAS, LLC	1970	75 S. VALLE VERDE	BLDG 200, SUITE 220	HENDERSON	NV	89012	7022607272	United States
PJ LAS VEGAS, LLC	2058	771 E. HORIZON DRIVE STE. 156		HENDERSON	NV	89015	7025686262	United States
PJ LAS VEGAS, LLC	1531	3460 EAST SUNSET RD.	SUITE U	LAS VEGAS	NV	89120	7024336262	United States
PJ LAS VEGAS, LLC	4232	5060 BOULDER HIGHWAY		LAS VEGAS	NV	89122	702/386-7272	United States
PJ LAS VEGAS, LLC	4240	4328 STEALTH AVE	NELLIS AFB BLDG 350	LAS VEGAS	NV	89191	702/643-7222	United States
PJ LAS VEGAS, LLC	4898	10450 DECATUR BLVD.	STE 105	LAS VEGAS	NV	89141	702/214-7272	United States
PJ LAS VEGAS, LLC	2820	1010 EAST DESERT INN ROAD		LAS VEGAS	NV	89109-2807	7029387272	United States
PJ LAS VEGAS, LLC	2819	4790 SOUTH FORT APACHE ROAD		LAS VEGAS	NV	89147-7933	7027337272	United States
PJ LAS VEGAS, LLC	2818	10217 WEST CHARLESTON BOULEVARD, SUITE A		LAS VEGAS	NV	89135-1021	7026477272	United States
PJ LAS VEGAS, LLC	2960	8440 FARM RD STE 110		LAS VEGAS	NV	89131-8158	7023997272	United States
PJ LAS VEGAS, LLC	2401	5045 W TROPICANA AVE	SUITE 101	LAS VEGAS	NV	89103-5079	7023857272	United States
PJ LAS VEGAS, LLC	1971	9255 SOUTH EASTERN AVENUE, SUITE 320		LAS VEGAS	NV	89123-3278	7023617272	United States
PJ LAS VEGAS, LLC	3958	8574 W. LAKE MEAD BLVD.	BIG LOTS S/C	LAS VEGAS	NV	89128	702/431-7272	United States
PJ LAS VEGAS, LLC	3571	9285 CIMARRON RD. #105		LAS VEGAS	NV	89178	7023077272	United States
PJ LAS VEGAS, LLC	1670	241 N NELLIS BOULEVARD, SUITE #102		LAS VEGAS	NV	89110-5399	7024345252	United States
PJ LAS VEGAS, LLC	1380	1411 N JONES BLVD. STE 100		LAS VEGAS	NV	89108	7026387272	United States
PJ LAS VEGAS, LLC	1804	450 S BUFFALO DR STE 101		LAS VEGAS	NV	89145	7022547272	United States
PJ LAS VEGAS, LLC	2625	5570 CAMINO AL NORTE	STE D2	NORTH LAS VEGAS	NV	89031-0809	7023967272	United States
PJ LAS VEGAS, LLC	1530	4444 WEST CRAIG ROAD, SUITE 124		NORTH LAS VEGAS	NV	89032-2726	7026396262	United States
PJ LOUISIANA, L.L.C.	3698	2300 RESOURCE DRIVE	LOUISIANA MOBILE UNIT	BIRMINGHAM	AL	35242	804/400-4060	United States
PJ LOUISIANA, L.L.C.	3697	LSU TIGER STADIUM	WEST STADIUM RD.	BATON ROUGE	LA	70893	903/757-9351	United States
PJ LOUISIANA, L.L.C.	1133	12330 FLORIDA BLVD	STE 1	BATON ROUGE	LA	70815	2252727575	United States
PJ LOUISIANA, L.L.C.	1249	12520 PERKINS ROAD		BATON ROUGE	LA	70810	2257697272	United States
PJ LOUISIANA, L.L.C.	1176	13365 COURSEY BLVD		BATON ROUGE	LA	70816	2257537272	United States
PJ LOUISIANA, L.L.C.	3616	14455 WAX RD. STE. R		BATON ROUGE	LA	70818	2252627272	United States

PJ LOUISIANA, L.L.C.	1893	7569 JEFFERSON HIGHWAY		BATON ROUGE	LA	70806	2259267272	United States
PJ LOUISIANA, L.L.C.	963	257-A LEE DR		BATON ROUGE	LA	70808	2257657272	United States
PJ LOUISIANA, L.L.C.	582	1352 AIRLINE DRIVE, SUITE 2		BOSSIER CITY	LA	71112-3000	3187427272	United States
PJ LOUISIANA, L.L.C.	3894	33875 HWY 16		DENHAM SPRINGS (WATSON)	LA	70706	2256675005	United States
PJ LOUISIANA, L.L.C.	1536	324 S BURNSIDE AVE	SUITE A	GONZALES	LA	70737	2256447272	United States
PJ LOUISIANA, L.L.C.	2223	650 W MCNEESE STREET		LAKE CHARLES	LA	70605-5558	3374747272	United States
PJ LOUISIANA, L.L.C.	1550	1241 ENTRANCE RD	KAYLA PLACE - SUITE #3	LEESVILLE	LA	71446	3375372727	United States
PJ LOUISIANA, L.L.C.	3805	2820 LOUISVILLE AVE	THE PLAZA SC., STE. 105	MONROE	LA	71201	3183876161	United States
PJ LOUISIANA, L.L.C.	3601	17532 AIRLINE HIGHWAY STE. D		PRAIRIEVILLE	LA	70769	2257447272	United States
PJ LOUISIANA, L.L.C.	2757	505 W. CALIFORNIA AVENUE		RUSTON	LA	71270-4905	3185132121	United States
PJ LOUISIANA, L.L.C.	872	3950 YOUREE DRIVE		SHREVEPORT	LA	71105-4111	3188650002	United States
PJ LOUISIANA, L.L.C.	3943	6205 WEST PORT AVENUE	SUITE 125	SHREVEPORT	LA	71129	3186887111	United States
PJ LOUISIANA, L.L.C.	681	9225 MANSFIELD ROAD		SHREVEPORT	LA	71118-3152	3186887272	United States
PJ LOUISIANA, L.L.C.	2351	1411 BEGLIS PKWY		SULPHUR	LA	70663-5600	3375287272	United States
PJ LOUISIANA, L.L.C.	3732	28977 WALKER SOUTH RD		WALKER	LA	70785	2256651000	United States
PJ MAS LLC	3752	533 WASHINGTON STREET		BRIGHTON	MA	02135	6172540111	United States
PJ MAYFIELD, LLC	4970	1265 PARIS ROAD		MAYFIELD	KY	42066	270/356-4616	United States
PJ MERRICK INC	3226	109-28 MERRICK BLVD		JAMAICA	NY	11433	718/298-5333	United States
PJ MILL CREEK LLC	4326	1042 MILL CREEK ROAD		ALLENTOWN	PA	18106	610/530-7272	United States
PJ MONTGOMERY, LLC	212	2545 MADISON AVENUE		MONTGOMERY	AL	36107	3342627272	United States
PJ MONTGOMERY, LLC	427	3015 CARTER HILL ROAD		MONTGOMERY	AL	36111	3342417020	United States
PJ MONTGOMERY, LLC	1919	8149 VAUGHN ROAD		MONTGOMERY	AL	36116	3342777272	United States
PJ MONTGOMERY, LLC	251	6615 ATLANTA HWY		MONTGOMERY	AL	36117	334/279-7272	United States
PJ MONTGOMERY, LLC	1226	115 S. MEMORIAL DR., HERITAGE PLACE SHOPPING CTR.		PRATTVILLE	AL	36067	3343619292	United States
PJ MONTGOMERY, LLC	5133	5366 U.S. HWY. 231 #E		WETUMPKA	AL	36092	334/472-0070	United States
PJ MT STERLING, LLC	1793	103 BURLEY WAY		MOUNT STERLING	KY	40353-1655	8594989400	United States
PJ NATIONAL BRONX, LLC	4107	868 EAST TREMONT AVE		BRONX	NY	10460	917/792-7272	United States
PJ NATIONAL BRONX, LLC	2978	1520 WESTCHESTER AVENUE		BRONX	NY	10472	7185897272	United States
PJ NATIONAL BRONX, LLC	2985	475 WILLIS AVENUE		BRONX	NY	10455	7182928773	United States
PJ NATIONAL BRONX, LLC	3450	3929 WHITE PLAINS RD.		BRONX	NY	10466	7184057272	United States
PJ NATIONAL BRONX, LLC	3355	362 E. 204TH STREET		BRONX	NY	10467	7185477272	United States
PJ NATIONAL BRONX, LLC	2991	3746 3RD AVENUE		BRONX	NY	10456	7186817272	United States
PJ NATIONAL BRONX, LLC	3116	1979 JEROME AVENUE		BRONX	NY	10453	718/295-7272	United States
PJ NATIONAL BRONX, LLC	4178	2733 WHITE PLAINS ROAD		BRONX	NY	10467	718/882-7272	United States
PJ NATIONAL BRONX, LLC	3197	4304 NATIONAL STREET		CORONA	NY	11368	7186723773	United States
PJ NATIONAL BRONX, LLC	5138	6 N 3rd Ave		MOUNT VERNON	NY	10550	914/663-7272	United States
PJ NATIONAL BRONX, LLC	4939	4117 BROADWAY		NEW YORK	NY	10033	212/795-7272	United States
PJ NATIONAL BROOKLYN, LLC	5048	8015 5TH AVENUE		BROOKLYN	NY	11209	718/238-7272	United States
PJ NATIONAL BROOKLYN, LLC	4200	189 AVENUE U		BROOKLYN	NY	11223	718/372-0000	United States
PJ NATIONAL BROOKLYN, LLC	3408	601 ROGERS AVE.		BROOKLYN	NY	11225	7187747272	United States
PJ NATIONAL BROOKLYN, LLC	2972	1011 BROADWAY		BROOKLYN	NY	11221	7184437272	United States
PJ NATIONAL BROOKLYN, LLC	3736	1915 NOSTRAND AVE		BROOKLYN	NY	11226	7189407272	United States
PJ NATIONAL BROOKLYN, LLC	3039	1701 RALPH AVENUE #1703		BROOKLYN	NY	11236	7182517222	United States
PJ NATIONAL BROOKLYN, LLC	2936	529 STANLEY AVENUE		BROOKLYN	NY	11207-7719	7182727272	United States
PJ NATIONAL BROOKLYN, LLC	2950	12 SUTTER AVENUE		BROOKLYN	NY	11212	718/804-7272	United States
PJ NATIONAL BROOKLYN, LLC	4790	147-20 ROCKAWAY BLVD SOUTH		SOUTH OZONE PARK	NY	11436	917/893-7272	United States
PJ NATIONAL NEW JERSEY, LLC	3526	721 ANDERSON AVE		CLIFFSIDE PARK	NJ	07010	2019437272	United States
PJ NATIONAL NEW JERSEY, LLC	1965	76 LAKEVIEW AVENUE		CLIFTON	NJ	07011-4006	9732537272	United States
PJ NATIONAL NEW JERSEY, LLC	1826	443 PASSAIC STREET		HACKENSACK	NJ	07601-1518	2014573355	United States
PJ NATIONAL NEW JERSEY, LLC	3743	376 QUEEN ANNE RD		TEANECK	NJ	07666	2014887272	United States
PJ NATIONAL NEW JERSEY, LLC	3513	759 ST. GEORGE AVENUE STE. C		WOODBRIDGE	NJ	07095	7327500008	United States
PJ NATIONAL NEW YORK, LLC	3618	571 NEW SCOTLAND AVE.		ALBANY	NY	12208	5184387272	United States
PJ NATIONAL NEW YORK, LLC	3088	90-35 CORONA AVENUE		ELMHURST	NY	11373	7187607272	United States

PJ NATIONAL NEW YORK, LLC	2944	28 GUY LOMBARDO AVE.		FREEPORT	NY	11520	5163777272	United States
PJ NATIONAL NEW YORK, LLC	3285	2 JERUSALEM AVENUE #10		HICKSVILLE	NY	11801	5169327272	United States
PJ NATIONAL NEW YORK, LLC	3949	601 MAIN STREET		NEW ROCHELLE	NY	10801-7112	914/636-7272	United States
PJ NATIONAL NEW YORK, LLC	4653	2119 1ST AVENUE		NEW YORK	NY	10029	212/996-7272	United States
PJ NATIONAL NEW YORK, LLC	4749	896 AMSTERDAM AVENUE		NEW YORK	NY	10025	212/864-7272	United States
PJ NATIONAL NEW YORK, LLC	4699	1709 AMSTERDAM AVE		NEW YORK	NY	10031	212/281-7272	United States
PJ NATIONAL NEW YORK, LLC	4633	703 LENOX AVENUE UNIT 2		NEW YORK	NY	10039	212/491-7272	United States
PJ NATIONAL NEW YORK, LLC	4091	343 GRAND STREET		NEW YORK	NY	10002	212/979-7272	United States
PJ NATIONAL NEW YORK, LLC	3377	2175 HYLAND BLVD.		STATEN ISLAND	NY	10306	7186673202	United States
PJ NATIONAL NEW YORK, LLC	5104	1190 FOREST AVENUE		STATEN ISLAND	NY	10310	718/981-7272	United States
PJ NATIONAL NEW YORK, LLC	2942	1204 HEMPSTEAD TURNPIKE		UNIONDALE	NY	11553-1241	5165387272	United States
PJ NATIONAL NEW YORK, LLC	2966	583 WEST MERRICK RD.		VALLEY STREAM	NY	11580	5168237272	United States
PJ NEWCASTLE, LLC	5261	2110 N MAIN STREET, SUITE A		NEWCASTLE	OK	73065	405/676-4040	United States
PJ NORTH CAROLINA, LLC	4693	62 MOLLY PITCHER RD		CAMP LEJEUNE	NC	28547	910/450-7272	United States
PJ NORTH CAROLINA, LLC	4692	CAMP JOHNSON MARINE BASE FOUR CORNERS	BUILDING M-424	CAMP LEJEUNE	NC	28547	910/450-7272	United States
PJ NORTH CAROLINA, LLC	3383	251 NC 42 EAST STE. 10		CLAYTON	NC	27527	9195507772	United States
PJ NORTH CAROLINA, LLC	2670	118 E. COMMERCE DR		DUNN	NC	28334-3620	9108929888	United States
PJ NORTH CAROLINA, LLC	2759	1516 BROAD STREET		FUQUAY-VARINA	NC	27526-8363	9195776565	United States
PJ NORTH CAROLINA, LLC	562	2817 ROYALL AVENUE		GOLDSBORO	NC	27534	9197787100	United States
PJ NORTH CAROLINA, LLC	452	1322 EAST TENTH STREET		GREENVILLE	NC	27858	2527577700	United States
PJ NORTH CAROLINA, LLC	5029	131 WEST MAIN		HAVELOCK	NC	28532	252/444-2222	United States
PJ NORTH CAROLINA, LLC	2374	1526 DABNEY DRIVE		HENDERSON	NC	27536	2524311999	United States
PJ NORTH CAROLINA, LLC	229	131 PINEY GREEN ROAD SUITE 600		JACKSONVILLE	NC	28546	910/577-7474	United States
PJ NORTH CAROLINA, LLC	372	238 SOUTH WILMINGTON HWY.		JACKSONVILLE	NC	28540	9104557272	United States
PJ NORTH CAROLINA, LLC	568	1004 VERNON AVENUE, SUITE B		KINSTON	NC	28501-3614	2525278585	United States
PJ NORTH CAROLINA, LLC	2838	7134 US 64 EAST		KNIGHTDALE	NC	27545-9265	9192663330	United States
PJ NORTH CAROLINA, LLC	3692	101 W. CORNELIUS HARNETT BLVD.		LILLINGTON	NC	27546	9108933109	United States
PJ NORTH CAROLINA, LLC	1298	2009 SOUTH GLENBURNIE ROAD, SUITE C		NEW BERN	NC	28562-5228	2526361212	United States
PJ NORTH CAROLINA, LLC	3707	7283 NC HIGHWAY 42 WEST STE 104		RALEIGH	NC	27603	9196622226	United States
PJ NORTH CAROLINA, LLC	1685	319 PREMIER BLVD.		ROANOKE RAPIDS	NC	27870	2525379988	United States
PJ NORTH CAROLINA, LLC	904	3014 SUNSET AVE		ROCKY MOUNT	NC	27804	2529857272	United States
PJ NORTH CAROLINA, LLC	1362	722 S HORNER AVE		SANFORD	NC	27330	9197779444	United States
PJ NORTH CAROLINA, LLC	2479	1104 N BRIGHTLEAF BLVD		SMITHFIELD	NC	27577	919/938-1900	United States
PJ NORTH CAROLINA, LLC	1847	831 WASHINGTON SQUARE MALL	SUITE #9	WASHINGTON	NC	27889	2529757575	United States
PJ NORTH CAROLINA, LLC	994	1301 WARD BLVD., SUITE O	PLAZA SHOPPING CENTER	WILSON	NC	27893	2522067000	United States
PJ NORTH CAROLINA, LLC	2167	675 FIRE TOWER ROAD	UNIT A	WINTERVILLE	NC	28590	2523535300	United States
PJ NORTH CAROLINA, LLC	4990	877 EAST GANNON AVE	UNIT A2	ZEBULON	NC	27597	919/421-5555	United States
PJ NORTH GEORGIA, LLC	3043	535 CANTON ROAD		CUMMING	GA	30040	7708882516	United States
PJ NORTH GEORGIA, LLC	2973	4605 ELK RIDGE COURT, UNIT 3		FLOWERY BRANCH	GA	30542	7709652323	United States
PJ NORTH GEORGIA, LLC	2724	6820 KEITH BRIDGE ROAD, SUITE E		GAINESVILLE	GA	30506-3900	7708865161	United States
PJ NORTH GEORGIA, LLC	3996	28 BILL WIGINGTON PARKWAY STE 110	HWY 5	JASPER	GA	30143	706/253-7272	United States
PJ OF THE FOUR CORNERS, INC.	1986	3150 E MAIN ST A-38		FARMINGTON	NM	87402	5053267575	United States
PJ OF THE FOUR CORNERS, INC.	2451	2102 E HIGHWAY 66		GALLUP	NM	87301-4869	5057222323	United States
PJ OHIO, LLC	315	1520 EAST MAIN STREET		RICHMOND	IN	47374	7659667272	United States
PJ OHIO, LLC	1385	4496 STATE ROUTE 725		BELLBROOK	OH	45305-1553	9374348787	United States
PJ OHIO, LLC	142	491 MIAMISBURG CENTERVILLE ROAD		DAYTON	OH	45459-4753	9374381645	United States
PJ OHIO, LLC	240	4902 AIRWAY RD		DAYTON	OH	45431	9372567272	United States
PJ OHIO, LLC	166	8363 N. MAIN STREET		DAYTON	OH	45415	9374541987	United States
PJ OHIO, LLC	73	6204 BRANDT PIKE		DAYTON	OH	45424-4014	9372336555	United States
PJ OHIO, LLC	796	1243 MEADOW BRIDGE DRIVE		DAYTON	OH	45434-6380	9373207272	United States
PJ OHIO, LLC	322	540 WILMINGTON PIKE		DAYTON	OH	45420-1866	9372547272	United States
PJ OHIO, LLC	633	8732 NORTH DIXIE DRIVE		DAYTON	OH	45414	9374541188	United States
PJ OHIO, LLC	113	44 SOUTH CENTRAL AVENUE		FAIRBORN	OH	45324-4717	9378797272	United States

PJ OHIO, LLC	80	5330 DIXIE HIGHWAY		FAIRFIELD	OH	45014-4106	5138587272	United States
PJ OHIO, LLC	2181	2345 DAYTON PIKE		GERMANTOWN	OH	45327-1170	937/396-7331	United States
PJ OHIO, LLC	766	1111 EAST MAIN STREET		GREENVILLE	OH	45331	9375487766	United States
PJ OHIO, LLC	194	6544 WINFORD AVE		HAMILTON	OH	45011	5138688200	United States
PJ OHIO, LLC	82	1444 MAIN STREET		HAMILTON	OH	45013-1074	5138876600	United States
PJ OHIO, LLC	447	1330 EAST DOROTHY LANE		KETTERING	OH	45419-2117	9372947272	United States
PJ OHIO, LLC	143	4345 ROOSEVELT BOULEVARD		MIDDLETOWN	OH	45044-6624	5134240600	United States
PJ OHIO, LLC	883	410 NORTH MAIN STREET		NEW CARLISLE	OH	45344	9378461155	United States
PJ OHIO, LLC	388	619 SOUTH LOCUST STREET		OXFORD	OH	45056-3105	5135239991	United States
PJ OHIO, LLC	594	500 NORTH MAIN STREET		PIQUA	OH	45356	9377780400	United States
PJ OHIO, LLC	426	728 WAPAKONETA AVENUE		SIDNEY	OH	45365	9374977272	United States
PJ OHIO, LLC	389	545 WEST CENTRAL AVENUE		SPRINGBORO	OH	45066	9377436066	United States
PJ OHIO, LLC	1672	1668 EAST MAIN STREET		SPRINGFIELD	OH	45503-4647	9373242000	United States
PJ OHIO, LLC	254	2063 N. BECHTLE AVENUE		SPRINGFIELD	OH	45504	9373428700	United States
PJ OHIO, LLC	232	779 WEST MARKET STREET		TROY	OH	45373	9373357272	United States
PJ OHIO, LLC	116	1935 SOUTH ALEX ROAD		WEST CARROLLTON	OH	45449-4002	9378478700	United States
PJ OHIO, LLC	167	635 WEST 2ND STREET		XENIA	OH	45385-3613	9373742822	United States
PJ OPERATIONS, LLC	103	33 BOONE RIDGE ROAD	STE 103	HAZARD	KY	41701	6064392332	United States
PJ OPERATIONS, LLC	72	415 FLEMINGSBURG ROAD		MOREHEAD	KY	40351	6067843551	United States
PJ OPERATIONS, LLC	1931	425 N. MAYO TRAIL		PAINTSVILLE	KY	41240	6067893200	United States
PJ OPERATIONS, LLC	2452	4247 LEXINGTON ROAD, SUITE A		PARIS	KY	40361-2422	8599879700	United States
PJ OPERATIONS, LLC	198	404 SOUTH MAYO TRAIL		PIKEVILLE	KY	41501-1676	6064329900	United States
PJ OPERATIONS, LLC	338	740 VOLUNTEER PKWY	STE 1	BRISTOL	TN	37620	4239687272	United States
PJ OPERATIONS, LLC	330	135 W ELK AVE		ELIZABETHTON	TN	37643	4235470700	United States
PJ OPERATIONS, LLC	2637	5205 BOBBY HICKS HWY		GRAY	TN	37615-3185	4234770990	United States
PJ OPERATIONS, LLC	108	801 W WALNUT ST		JOHNSON CITY	TN	37604	4234342424	United States
PJ OPERATIONS, LLC	248	3111 BRISTOL HIGHWAY		JOHNSON CITY	TN	37601	4232834400	United States
PJ OPERATIONS, LLC	2439	900 E. JACKSON BLVD		JONESBOROUGH	TN	37659	4239131414	United States
PJ OPERATIONS, LLC	159	2003 NORTH EASTMAN RD		KINGSPORT	TN	37660	4232468118	United States
PJ OPERATIONS, LLC	1638	220 COOK STREET, E		ABINGDON	VA	24210	2766235646	United States
PJ OPERATIONS, LLC	1114	711 SOUTH COLLEGE AVENUE		BLUEFIELD	VA	24605-1640	2763225646	United States
PJ OPERATIONS, LLC	3248	1783 ROANOKE ROAD		DALEVILLE	VA	24083	5409662555	United States
PJ OPERATIONS, LLC	1397	671 PINEY FOREST ROAD		DANVILLE	VA	24540	4347912299	United States
PJ OPERATIONS, LLC	1381	639 EAST CHURCH STREET		MARTINSVILLE	VA	24112-3007	2766345353	United States
PJ OPERATIONS, LLC	3032	45 MARKET PLACE STE. 107		ROCKY MOUNT	VA	24151	5404897272	United States
PJ PIZZA OF LYON, LLC.	4753	57088 10 MILE ROAD		SOUTH LYON	MI	48178-1658	248/486-7272	United States
PJ PIZZA OF NORTHVILLE, LLC	4854	540 SOUTH MAIN		NORTHVILLE	MI	48167-1649	248/348-7272	United States
PJ PLUS INC.	4533	49-01 BEACH CHANNEL DRIVE		FAR ROCKAWAY	NY	11691	718/945-7272	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1324	1162 PULASKI HIGHWAY		BEAR	DE	19701-1306	3028322600	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1323	222 LANTANA DRIVE		HOCKESSIN	DE	19707-8805	3022347900	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	3017	386 EAST MAIN STREET	MIDDLETOWN CROSSING SHOPPING CENTER	MIDDLETOWN	DE	19709	3024492188	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1317	529 EAST BASIN ROAD		NEW CASTLE	DE	19720-4230	3023220770	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1326	480 PEOPLE'S PLAZA		NEWARK	DE	19702	302/838-7693	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1318	4140 OGLETOWN STANTON ROAD, SUITE 20		NEWARK	DE	19713-4169	3023660770	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1319	181 EAST MAIN STREET		NEWARK	DE	19711	302/738-1777	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	3013	29 C ATLANTIC AVE		OCEAN VIEW	DE	19970	3025418081	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1322	2114 MARSH ROAD		WILMINGTON	DE	19810-3914	3025297600	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1320	3403 LANCASTER PIKE		WILMINGTON	DE	19805-5533	302/993-9061	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1386	7 KENT TOWNE MARKET		CHESTER	MD	21619	4106040660	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1511	8223-27 ELLIOTT RD.		EASTON	MD	21601	4107637100	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	3818	17249 COLE ROAD	CROSSPOINT SHOPPING CENTER	HAGERSTOWN	MD	21740	3015826277	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2161	190 S CLEVELAND AVE		HAGERSTOWN	MD	21740-5003	3017391555	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1903	3312 COASTAL HIGHWAY		OCEAN CITY	MD	21842	4105241300	United States

PJ RESTAURANTS, LLC (THE HUNT GROUP)	1243	119 WEST COLLEGE AVE. STE. C		SALISBURY	MD	21804	4105437600	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2435	2721 NORTH SALISBURY BOULEVARD		SALISBURY	MD	21801	4105728880	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	964	500 SOUTH HANOVER STREET		CARLISLE	PA	17013	7172456000	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2308	977 WAYNE AVENUE		CHAMBERSBURG	PA	17201-0909	7177097272	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	4654	857 EAST MAIN STREET	UNIT B	DALLASTOWN	PA	17313	717/246-7272	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	4069	250 SOUTH CHERRY ALLEY		ELIZABETHTOWN	PA	17022	717/366-4098	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2015	705 WEST MAIN STREET		EPHRATA	PA	17522	7177217979	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2110	44-I NATURAL SPRINGS ROAD	GETTYSBURG MARKETPLACE SHOPPING CENTER	GETTYSBURG	PA	17325	7173381770	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1844	1083 CARLISLE STREET		HANOVER	PA	17331	7176327420	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2624	5000 LINGLESTOWN ROAD		HARRISBURG	PA	17112-9144	7176515000	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1622	4200 DERRY STREET		HARRISBURG	PA	17111	7175647070	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1951	621 E MAIN STREET	PARK VILLAGE PLAZA	HUMMELSTOWN	PA	17036	7175665600	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2360	1314 LITITZ PIKE		LANCASTER	PA	17601	7173977200	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2129	1800 COLUMBIA AVENUE		LANCASTER	PA	17603	7173997272	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	768	650 EAST PENN AVENUE		LEBANON	PA	17042	7172707272	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	795	931 MARKET STREET		LEMOYNE	PA	17043	7177617272	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	4632	1054-B LITITZ PIKE		LITITZ	PA	17543	717/625-0464	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1924	4167 GEORGE STREET EXTENDED NORTH		MANCHESTER	PA	17345	7172662224	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	951	1010 WESLEY DR	#7	MECHANICSBURG	PA	17055	7177957272	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	4348	985 FAR HILLS DRIVE		NEW FREEDOM	PA	17349	717/235-1111	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	3630	300 S. FAYETTE ST. #105		SHIPPENSBURG	PA	17257	7175302800	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2840	1100 WASHINGTON BOULEVARD		WILLIAMSPORT	PA	17701-5448	5703211234	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1959	2148-A WHITE STREET		YORK	PA	17404	7178549393	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1657	3000 EAST MARKET STREET		YORK	PA	17402	7177514455	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	1608	901 S QUEEN STREET		YORK	PA	17403	7178484700	United States
PJ RESTAURANTS, LLC (THE HUNT GROUP)	2588	978 FOXCROFT AVE		MARTINSBURG	WV	25401	3042600800	United States
PJ UTAH, L.L.C.	2557	104 W. MAIN STREET		AMERICAN FORK	UT	84003-2320	8017727272	United States
PJ UTAH, L.L.C.	2715	767 E 12300 S		DRAPER	UT	84020-9712	8014957272	United States
PJ UTAH, L.L.C.	2610	1322 N HIGHWAY 89		FARMINGTON	UT	84025-3841	8014477272	United States
PJ UTAH, L.L.C.	2153	4703 W. 5415 SOUTH	SUITE C	KEARNS	UT	84118-5022	8019697200	United States
PJ UTAH, L.L.C.	2424	1986 N HILLFIELD RD	SUITE 4	LAYTON	UT	84041	8015257500	United States
PJ UTAH, L.L.C.	2644	755 N. HIWAY 89		N. SALT LAKE	UT	84054-1931	8016937272	United States
PJ UTAH, L.L.C.	2368	1258 N WASHINGTON BLVD		NORTH OGDEN	UT	84404-3267	8017867272	United States
PJ UTAH, L.L.C.	1283	207 S STATE ST		OREM	UT	84058	8017620400	United States
PJ UTAH, L.L.C.	1566	1283 N UNIVERSITY AVE STE 100		PROVO	UT	84604	8013567272	United States
PJ UTAH, L.L.C.	3604	12447 CROSSING DRIVE #2		RIVERTON	UT	84096	8012545656	United States
PJ UTAH, L.L.C.	1282	3404 W 4800 S		ROY	UT	84067	8017766100	United States
PJ UTAH, L.L.C.	1565	1844 EAST FORT UNION BLVD	STE 2	SALT LAKE CITY	UT	84121	8019471919	United States
PJ UTAH, L.L.C.	2074	1230 W 600 NORTH		SALT LAKE CITY	UT	84116	8019617272	United States
PJ UTAH, L.L.C.	2002	124 EAST 900 SOUTH		SALT LAKE CITY	UT	84111-4213	801/521-7272	United States
PJ UTAH, L.L.C.	1367	753 EAST 3300 SOUTH		SALT LAKE CITY	UT	84106	8014637272	United States
PJ UTAH, L.L.C.	2121	6594 S STATE STREET		SALT LAKE CITY	UT	84107	8016857272	United States
PJ UTAH, L.L.C.	1524	3510 S 4400 W		SALT LAKE CITY	UT	84120	8019557272	United States
PJ UTAH, L.L.C.	1649	895 W. 1700 SOUTH		SYRACUSE	UT	84075	8017766262	United States
PJ UTAH, L.L.C.	4726	1866 W 5400 SOUTH		TAYLORSVILLE	UT	84129-1458	801/965-6262	United States
PJ UTAH, L.L.C.	1492	1811 WEST 9000 SOUTH		WEST JORDAN	UT	84088	8012338181	United States
PJ UTAH, L.L.C.	1523	3060 WEST 3500 SOUTH		WEST VALLEY	UT	84119	8019675700	United States
PJ WISCONSIN, LLC	4831	913 SOUTH HASTINGS WAY		EAU CLAIRE	WI	54701	715/214-2929	United States
PJ WISCONSIN, LLC	1388	2604 EAST WASHINGTON AVENUE		MADISON	WI	53704-5026	6082447272	United States
PJ WISCONSIN, LLC	1237	515 UNIVERSITY AVENUE		MADISON	WI	53703	6082577272	United States
PJ WISCONSIN, LLC	2334	6619 MCKEE ROAD		MADISON	WI	53719-5023	6088488580	United States
PJ WISCONSIN, LLC	3901	N80 W 14910 APPLETON AVE		MENOMONEE FALLS	WI	53051	2622514616	United States
PJ ZAIN INC	2380	9844 NATIONAL BLVD.		LOS ANGELES	CA	90034	3108159966	United States

PJ ZANESVILLE, INC.	807	1434 MAPLE AVENUE		ZANESVILLE	OH	43701	7404504100	United States
PJ ZANESVILLE, INC.	2442	75 MAYSVILLE PIKE SUITE C		ZANESVILLE	OH	43701-6172	7404559584	United States
PJCA-2, LP	3755	5962 W. OLYMPIC		LOS ANGELES	CA	90036-4610	3239348484	United States
PJCA-2, LP	2354	5608 LAUREL CANYON BLVD		NORTH HOLLYWOOD	CA	91607-1802	8189858484	United States
PJCA-3, LP	4209	12218 APPLE VALLEY RD	MOHAVE CROSSING S/C STE 107	APPLE VALLEY	CA	92308-1703	760/247-3700	United States
PJCA-3, LP	3307	17003 BEAR VALLEY UNIT B		HESPERIA	CA	92345	7609512020	United States
PJCA-3, LP	4269	701 W CESAR E. CHAVEZ AVE.	STE 109	LOS ANGELES	CA	90012	213/617-2727	United States
PJCA-3, LP	3183	15683 ROY ROGERS DRIVE, SUITE E103		VICTORVILLE	CA	92394	7609557224	United States
PJCA-4, LP	3353	6350 W RAMSEY ST #M		BANNING	CA	92220	951/845-7272	United States
PJCA-4, LP	3554	1130 N. PEPPER AVE., STE. G	FOOD 4 LESS SHOPPING CENTER	COLTON	CA	92324	9098247272	United States
PJCA-4, LP	1992	13655 FOOTHILL BOULEVARD, SUITE A		FONTANA	CA	92335-0212	9094630660	United States
PJCA-4, LP	1991	17039 VALLEY BOULEVARD, SUITE B		FONTANA	CA	92335-6827	9094297272	United States
PJCA-4, LP	2175	4160 E HIGHLAND AVE STE F		HIGHLAND	CA	92346	9098647272	United States
PJCA-4, LP	3546	25684 BARTON RD.		LOMA LINDA	CA	92354	9097967272	United States
PJCA-4, LP	1993	10570 FOOTHILL BOULEVARD, SUITE 130		RANCHO CUCAMONGA	CA	91730-3876	9099487272	United States
PJCA-4, LP	2067	770 TENNESSEE STREET		REDLANDS	CA	92374-2908	909/748-7272	United States
PJCA-4, LP	2176	4434 UNIVERSITY PARKWAY, SUITE C		SAN BERNARDINO	CA	92407-4681	9098877272	United States
PJCA-4, LP	2579	34489 YUCAIPA BOULEVARD		YUCAIPA	CA	92399-2411	9097902424	United States
PJCA-5, LP	4421	6093 SUNSET BLVD		HOLLYWOOD	CA	90028-6434	323/467-0000	United States
PJCA-5, LP	3815	2920 S. ARCHIBALD AVE.		ONTARIO	CA	91761-7359	9099233555	United States
PJCA-6, LP	2765	105 W CARSON STREET, # C		CARSON	CA	90745-2602	3105229600	United States
PJCA-6, LP	2873	720 NORTH VERMONT AVENUE		LOS ANGELES	CA	90029-3515	3239538282	United States
PJCA-6, LP	2049	29505 S. WESTERN AVE	SUITE 100	RANCHO PALOS VERDES	CA	90275	3108317272	United States
PJCA-6, LP	2156	1202 BERYL STREET		REDONDO BEACH	CA	90277-2427	3109377272	United States
PJCA-6, LP	4801	14521 SHERMAN WAY UNIT B		VAN NUYS	CA	91405	818/901-8484	United States
PJCAB LLC	2218	18734 AMAR ROAD		WALNUT	CA	91789-4168	6269649677	United States
PJCAB-2 LLC	2516	2323 E CHAPMAN AVE		FULLERTON	CA	92831	7145269100	United States
PJCAB-3 LLC	2201	1026 ROSECRANS AVENUE		FULLERTON	CA	92833-1948	7148797272	United States
PJIOWA, L.C.	2745	707 24TH ST		AMES	IA	50010-5057	5159563737	United States
PJIOWA, L.C.	1922	3335 LINCOLN WAY		AMES	IA	50014	5152964949	United States
PJIOWA, L.C.	2322	761 N ANKENY BLVD		ANKENY	IA	50023	5159640404	United States
PJIOWA, L.C.	1921	3368 MIDDLE ROAD		BETTENDORF	IA	52722	5633320800	United States
PJIOWA, L.C.	1137	3358 CENTER POINT RD		CEDAR RAPIDS	IA	52402	3193930990	United States
PJIOWA, L.C.	1086	3200 16TH AVE SW	#E105	CEDAR RAPIDS	IA	52404	3193647272	United States
PJIOWA, L.C.	1187	1322 WEST 1 ST.		CEDARFALLS	IA	50613	3192777722	United States
PJIOWA, L.C.	2512	89 2ND ST		CORALVILLE	IA	52241	3198872727	United States
PJIOWA, L.C.	1118	3839 NORTH BRADY STREET		DAVENPORT	IA	52806-6017	5633864636	United States
PJIOWA, L.C.	2264	2720 WEST LOCUST STREET, SUITE B5		DAVENPORT	IA	52804-3792	5633917272	United States
PJIOWA, L.C.	2066	2601 E. EUCLID AVE		DES MOINES	IA	50317	5152617272	United States
PJIOWA, L.C.	2029	6325 DOUGLAS AVE		DES MOINES	IA	50322	5153314949	United States
PJIOWA, L.C.	2078	4503 S W 9TH		DES MOINES	IA	50315	5152569100	United States
PJIOWA, L.C.	2170	911 42ND STREET		DES MOINES	IA	50312-2615	5152744949	United States
PJIOWA, L.C.	1639	3301 PENNSYLVANIA AVENUE, SUITE 102		DUBUQUE	IA	52001-5108	5635827272	United States
PJIOWA, L.C.	1560	307 SOUTH GILBERT		IOWA CITY	IA	52240	3193588282	United States
PJIOWA, L.C.	1251	2840 7TH AVE		MARION	IA	52302	3193737722	United States
PJIOWA, L.C.	2635	407 S. LEWIS BLVD		SIOUX CITY	IA	51106-5811	7122932700	United States
PJIOWA, L.C.	3720	2404 HAMILTON BLVD	SUITE #2	SIOUX CITY	IA	51104	7122526322	United States
PJIOWA, L.C.	1294	1608 UNIVERSITY AVE, SUITE C		WATERLOO	IA	50701-2408	319/291-7722	United States
PJIOWA, L.C.	5214	597 SE ALICE'S RD		WAUKEE	IA	50263	515/461-9733	United States
PJIOWA, L.C.	2445	5930 ASHWORTH RD		WEST DES MOINES	IA	50266	5154402727	United States
PJIOWA, L.C.	1502	150 19TH AVENUE		MOLINE	IL	61265	3097367722	United States
PJIOWA, L.C.	1278	4435 23RD AVE		MOLINE	IL	61265	3097367272	United States
PJIOWA, L.C.	2046	1833 6TH STREET		BROOKINGS	SD	57006	6056967272	United States

PJIOWA, L.C.	2497	1914 SOUTH SYCAMORE AVENUE	SUITE 100	SIOUX FALLS	SD	57110	6053717272	United States
PJIOWA, L.C.	2428	711 SOUTH MINNESOTA AVENUE		SIOUX FALLS	SD	57104	6053357575	United States
PJIOWA, L.C.	2584	5243 WEST 26TH STREET	STE H	SIOUX FALLS	SD	57106	6053617272	United States
PLAY DOUGH LLC	4957	2221 S WAYNE ROAD		WESTLAND	MI	48186	734/467-7272	United States
PLYMOUTH MEETING PJ LLC	5109	457 W GERMANTOWN PIKE		PLYMOUTH MEETING	PA	19462	484/534-5259	United States
PORT CHESTER PAPA JOHNS INC	4464	117 MAIN STREET		PORT CHESTER	NY	10573	914/481-5096	United States
POTTSTOWN SR LLC	2030	204 SHOEMAKER ROAD		POTTSTOWN	PA	19464	6107059500	United States
PPJ PIZZA LLC	5222	2130 S CRATER RD STE C		PETERSBURG	VA	23805	804/835-5409	United States
PRAGAT GURU LLC	5042	7413 HWY 140		ADAIRSVILLE	GA	30103	678/882-1170	United States
PRAYOSHA PACOLET, LLC	5085	PACOLET IGA 7013 SOUTH PINE STREET		PACOLET	SC	29372	864/474-5035	United States
PRD PIZZA INC	4975	9222 STAGECOACH ROAD		LITTLE ROCK	AR	72210	501/455-2000	United States
PRODIGY HORIZONS CORP.	5143	301 S. SCHMIDT ROAD		BOLINGBROOK	IL	60440	630/755-3161	United States
PROSPER PIZZA INC	5102	25 WEST BROADWAY ST		FORT MEADE	FL	33861	863/622-1352	United States
PROSPER PIZZA INC	4951	1630 LAKE TRAFFORD RD, UNIT 1		IMMOKALEE	FL	34142	239/500-7272	United States
PROSPER PIZZA INC	5124	41 SOUTH LEE STREET		LABELLE	FL	33935	863/342-4102	United States
PROSPER PIZZA INC	5074	119 U.S. 27 SOUTH		LAKE PLACID	FL	33852	863/659-4390	United States
PROSPER PIZZA INC	4417	2004 STATE ROAD 60 EAST		LAKE WALES	FL	33898	863/679-7272	United States
PRUDENT CHOICE SERVICE LLC	4834	210 HALL RD.	STE 208	SEAGOVILLE	TX	75159-2918	469/848-6300	United States
PRYOR INVESTMENTS, L.L.C.	3388	16 S. 8TH STREET		COUNCIL BLUFFS	IA	51501	7123227272	United States
PRYOR INVESTMENTS, L.L.C.	3867	1010 WYATT EARP BLVD		DODGE CITY	KS	67801	6202257272	United States
PRYOR INVESTMENTS, L.L.C.	3665	1016 N. MAIN ST.		GARDEN CITY	KS	67846	6202767272	United States
PRYOR INVESTMENTS, L.L.C.	3144	501 EAST 17TH AVENUE		HUTCHINSON	KS	67501	6206657272	United States
PRYOR INVESTMENTS, L.L.C.	1607	1700 N. MAIN		NEWTON	KS	67114	3162822222	United States
PRYOR INVESTMENTS, L.L.C.	2898	1650 SOUTH OHIO STREET		SALINA	KS	67401	7858277575	United States
PS PIZZA CORP.	3763	14714 45TH AVE		FLUSHING	NY	11355	7184637272	United States
PSM LLC	4041	120 LOWES DRIVE	SUITE 108	PITTSBORO	NC	27312	919/545-7272	United States
PVY2 INC.	3610	724 S. PRESIDENT STREET #B		WHEATON	IL	60189	6306656666	United States
PWP ARIZONA LLC	1901	105 S. MILTON RD.		FLAGSTAFF	AZ	86001	9287797272	United States
PWP ARIZONA LLC	2886	3505 STOCKTON HILL RD UNIT 140	KINGMAN CROSSING	KINGMAN	AZ	86409	9286814800	United States
PWP ARIZONA LLC	2615	1630 MCCULLOCH BLVD. N		LAKE HAVASU CITY	AZ	86403	9288545252	United States
PWP ARIZONA LLC	2243	1090 IRON SPRINGS RD.		PRESCOTT	AZ	86305-1622	9287760600	United States
PWP ARIZONA LLC	4952	7584 E STATE ROUTE 69 SUITE B		PRESCOTT VALLEY	AZ	86314	928/775-8787	United States
PWP COLORADO LLC	1102	731 E HARMONY RD	STE 100	FORT COLLINS	CO	80525	9702071000	United States
PWP COLORADO LLC	2710	1275 E. MAGNOLIA, SUITE H		FORT COLLINS	CO	80524	9704827979	United States
PWP COLORADO LLC	1476	4731 W. 10TH ST.		GREELEY	CO	80634	9703789999	United States
PWP COLORADO LLC	2705	1610 PACE STREET, UNIT 500		LONGMONT	CO	80504	3036512701	United States
PWP COLORADO LLC	1462	228 E. 29TH STREET BLDG B	29TH STREET PLAZA	LOVELAND	CO	80538	9702031212	United States
PWP GLENDALE LLC	2349	4232 WEST BELL ROAD, SUITE C4		PHOENIX	AZ	85308-4027	6023080200	United States
PWP MOSES LAKE LLC	1967	603 NORTH STRAFFORD ROAD		MOSES LAKE	WA	98837	5097657272	United States
PWP PNW LLC	4742	180 WEST HAYDEN AVENUE	#100	HAYDEN	ID	83835	208/772-5341	United States
PWP PNW LLC	4866	112 E SELTICE WAY		POST FALLS	ID	83854	208/777-9191	United States
PWP PNW LLC	4715	920 INDIANA AVE		SPOKANE	WA	99205-4508	509/325-9500	United States
PWP PNW LLC	4695	101 N. ARGONNE ROAD	STE A5	SPOKANE VALLEY	WA	99212-7272	509/891-7272	United States
PWP TUCSON LLC	2072	10785 N. ORACLE ROAD #151		ORO VALLEY	AZ	85737	5202193434	United States
PWP TUCSON LLC	1948	5095 N. LA CANADA		TUCSON	AZ	85704	5202937272	United States
PWP TUCSON LLC	2152	7089 N THORNYDALE ROAD	SUITE 109	TUCSON	AZ	85741-2728	5207447272	United States
PWP TUCSON LLC	1909	1610 W. VALENCIA RD	STE 110	TUCSON	AZ	85746	5205733434	United States
PWP TUCSON LLC	1679	2545 E. SPEEDWAY BLVD #165		TUCSON	AZ	85716	5203257272	United States
PWP TUCSON LLC	3319	8270 S. HOUGHTON ROAD STE. 110		TUCSON	AZ	85747	5206641144	United States
PWP TUCSON LLC	3188	1303 E. UNIVERSITY BLVD.	UNIVERSITY OF ARIZONA FOOD CT.ATTN PAPA JC	TUCSON	AZ	85721-0017	5206261252	United States
PWP TUCSON LLC	1548	6462 E. 22ND ST		TUCSON	AZ	85710	5207417272	United States
PWP TUCSON LLC	1813	9505 E BROADWAY BLVD	AREA 10	TUCSON	AZ	85748	5202963434	United States
PWP WYOMING LLC	1393	1501 EAST 2ND STREET		CASPER	WY	82601	3072342121	United States

PWP WYOMING LLC	2395	408 LINCOLN WAY		CHEYENNE	WY	82001	3077788181	United States
PWP WYOMING LLC	3705	MOBILE UNIT	408 LINCOLN WAY	CHEYENNE	WY	82001	3074211195	United States
PWP WYOMING LLC	1515	1958-B DELL RANGE BLVD		CHEYENNE	WY	82009	3077720000	United States
PWP WYOMING LLC	1279	553 NORTH 3RD ST.		LARAMIE	WY	82072	3077427272	United States
PZZ4U, INC.	3027	1525 COLUMBUS STREET #300		BAKERSFIELD	CA	93305	6618737111	United States
PZZA GROUP, LLC	477	8232 GLADES ROAD		BOCA RATON	FL	33434	5614877272	United States
PZZA GROUP, LLC	476	505 N FEDERAL HWY		BOCA RATON	FL	33432	5613957272	United States
PZZA GROUP, LLC	489	22771 STATE ROAD 7		BOCA RATON	FL	33428-5427	5614877291	United States
PZZA GROUP, LLC	5116	8855 BOYNTON BEACH BLVD. SUITE 3F		BOYNTON BEACH	FL	33472	561/509-5950	United States
PZZA GROUP, LLC	1076	1001 S. FEDERAL HWY		BOYNTON BEACH	FL	33435	5617347272	United States
PZZA GROUP, LLC	1071	8135 SOUTH MILITARY TRAIL SUITE #101		BOYNTON BEACH	FL	33436	5613759400	United States
PZZA GROUP, LLC	487	3869 WEST HILLSBORO BOULEVARD		DEERFIELD BEACH	FL	33442-9481	9544217272	United States
PZZA GROUP, LLC	484	1420 SOUTH FEDERAL HIGHWAY		DEERFIELD BEACH	FL	33441-7223	9544287272	United States
PZZA GROUP, LLC	4285	5848 WEST ATLANTIC AVENUE	SUITE 142	DELRAY BEACH	FL	33484	561/865-2025	United States
PZZA GROUP, LLC	1077	911 S.E. 6TH. AVENUE, #106/#107	POTOFINO SQUARE	DELRAY BEACH	FL	33483	5612667272	United States
PZZA GROUP, LLC	485	800 SE 17TH ST		FORT LAUDERDALE	FL	33316	9545227272	United States
PZZA GROUP, LLC	813	6095 LAKE WORTH RD		GREENACRES	FL	33463	5619687270	United States
PZZA GROUP, LLC	572	422 NORTH DIXIE HIGHWAY		LANTANA	FL	33462	5615471899	United States
PZZA GROUP, LLC	474	2900 N STATE RD 7	UNIT 1	LAUDERDALE LAKES	FL	33313-1912	9547307272	United States
PZZA GROUP, LLC	4123	SEMINOLE ORANGE PLAZA	15910 ORANGE BLVD.	LOXAHATCHEE	FL	33470	561/383-5055	United States
PZZA GROUP, LLC	573	216 US HIGHWAY 1		NORTH PALM BEACH	FL	33408-5459	5618817270	United States
PZZA GROUP, LLC	2085	9089 NORTH MILITARY TRAIL #20		PALM BEACH GARDENS	FL	33410	561/799-0404	United States
PZZA GROUP, LLC	475	218 S. FEDERAL HIGHWAY		POMPANO BEACH	FL	33062	9547837272	United States
PZZA GROUP, LLC	1156	13833 WELLINGTON TRACE, SUITE E-11		WELLINGTON	FL	33414-2115	5617534500	United States
PZZA GROUP, LLC	2443	1191 ROYAL PALM BEACH BLVD		WEST PALM BEACH	FL	33411-1670	5617937270	United States
PZZA GROUP, LLC	647	2695 NORTH MILITARY TRAIL SUITE 16		WEST PALM BEACH	FL	33409	5616860899	United States
PZZA GROUP, LLC	561	315 FERN STREET		WEST PALM BEACH	FL	33401-5801	5618331899	United States
PZZA GROUP, LLC	550	940 SOUTH MILITARY TRAIL	UNIT 10	WEST PALM BEACH	FL	33415-3908	561/687-1899	United States
PZZA GROUP, LLC	473	2785 NORTH ANDREWS AVENUE		WILTON MANORS	FL	33311	9545689596	United States
QASH CORPORATION	3702	3528 NOSTRAND AVE		BROOKLYN	NY	11229	7186467272	United States
QUALITY FOOD MANAGEMENT INC.	4440	51040 HAYES ROAD		MACOMB TOWNSHIP	MI	48042	586/935-1700	United States
QUEEN CITY PIZZA, LLC	2569	1929 NORTH WASHINGTON ST		BISMARCK	ND	58501	7012550000	United States
QUEEN CITY PIZZA, LLC	4905	1625 W VILLARD ST		DICKINSON	ND	58601-4658	701/483-7200	United States
QUICKIE MART, INC.	4362	CORNER CHEVRON	821 EAST SIMCOE DRIVE	GOLDENDALE	WA	98620	509/773-9900	United States
QZZA, LLC	2844	1275 EAST FLORENCE BOULEVARD, SUITE 2		CASA GRANDE	AZ	85122	5208765750	United States
R & B RESTAURANT GROUP, L.L.C.	5037	333 SOUTH BICKETT BLVD		LOUISBURG	NC	27549	919/729-8131	United States
RAJPUTRA BROTHERS INC	4027	355 WEST ST. GEORGES AVENUE		LINDEN	NJ	07036-5639	908/259-8800	United States
RAJPUTRA BROTHERS INC	3497	319 E. FRONT ST.		PLAINFIELD	NJ	07060	9087697272	United States
RANK PJ INC	3253	148 LAWRENCE STREET		BROOKLYN	NY	11201	718/596-7272	United States
RBJ RESTAURANT GROUP LLC	2739	2304 18TH STREET		KENOSHA	WI	53140-1488	2625517573	United States
RBJ RESTAURANT GROUP LLC	857	3305 OAKLAND AVE		MILWAUKEE	WI	53211	4142785646	United States
RBJ RESTAURANT GROUP LLC	3143	1611 WEST WELLS STREET	(MARQUETTE UNIVERSITY)	MILWAUKEE	WI	53233	4143427272	United States
RBJ RESTAURANT GROUP LLC	2418	8645 SOUTH HOWELL AVENUE		OAK CREEK	WI	53154	4147620202	United States
RC ANDREWS, INC.	4131	121 S WESTMEADOW DR STE A		CLEBURNE	TX	76033-4126	817/641-7272	United States
RC3 PIZZA LLC	3891	1179 N. EUCLID STREET		ANAHEIM	CA	92801-1938	7146357272	United States
RC3 PIZZA LLC	2202	1721 W. KATELLA		ANAHEIM	CA	92804-6135	714/991-7272	United States
RC3 PIZZA LLC	2515	9111 VALLEY VIEW STREET, STE #102		CYPRESS	CA	90630-5800	7148217272	United States
RC3 PIZZA LLC	3360	6879 KATELLA AVE. STE. 109		CYPRESS	CA	90630	7149957272	United States
RC3 PIZZA LLC	1929	19008 BEACH BLVD.		HUNTINGTON BEACH	CA	92648	7143789888	United States
RC3 PIZZA LLC	1691	16105 GOLDENWEST STREET		HUNTINGTON BEACH	CA	92647	7148474000	United States
RC3 PIZZA LLC	1527	310 SOUTH MAIN ST.		ORANGE	CA	92868	7149396262	United States
RD VENTUREZ, LLC	3179	1840 DEER PARK AVENUE		DEER PARK	NY	11729	6315867272	United States
REIGN DROP, LLC	3764	2909 SOUTH QUILLAN STREET, STE 122		KENNEWICK	WA	99337-2437	509/374-8400	United States

REIGN DROP, LLC	4614	6303 BURDEN BLVD		PASCO	WA	99301	509/545-6000	United States
REIGN DROP, LLC	4176	125 GAGE BLVD		RICHLAND	WA	99352	509/619-0707	United States
REIGN DROP, LLC	3765	2187 VAN GIESEN ST.		RICHLAND	WA	99354	5099432020	United States
RELIANSE PAPA J LLC	4602	3375 LAMAR AVE.		PARIS	TX	75460	903/706-5023	United States
RELIANSE PAPA, LLC.	4700	130 W. PRINCETON DR.	#D	PRINCETON	TX	75407-6504	972/736-1177	United States
REXCO FOODS, LLC	3897	18640 FM 1488 STE C		MAGNOLIA	TX	77354	2812597040	United States
REYANSH INVESTMENTS LLC	721	7200 47TH STREET		CHEVY CHASE	MD	20815	3016548282	United States
RHODE ISLAND PIZZA, LLC	3651	1348 BRENTWOOD RD. N.E.		WASHINGTON	DC	20018	2028327272	United States
RICHWELL PIZZA, LLC	3146	2620 N. NARRAGANSETT AVE, SPACE B-4		CHICAGO	IL	60639	7736227272	United States
RICHWELL PIZZA, LLC	3203	2085 N. MANNHEIM ROAD		MELROSE PARK	IL	60160	7083457272	United States
RK KHACHATRYAN INC.	4982	25035 BLUE RAVINE RD	SUITE 100	FOLSOM	CA	95630	916/984-1010	United States
RK KHACHATRYAN INC.	4736	5015 FOOTHILLS BLVD	STE 4	ROSEVILLE	CA	95747-6503	916/780-7272	United States
ROBIN'S FRESH PIZZA INC.	4842	3234 FULTON STREET		BROOKLYN	NY	11208	718/235-7272	United States
ROBIN'S FRESH PIZZA INC.	3059	1552 HEMPSTEAD TURNPIKE		ELMONT	NY	11003	5163587272	United States
ROBIN'S FRESH PIZZA INC.	3002	16202 UNION TURNPIKE		FRESH MEADOWS	NY	11366	7185917272	United States
ROBIN'S FRESH PIZZA INC.	4662	103-03 101ST AVENUE		OZONE PARK	NY	11416	718/850-7272	United States
ROBIN'S FRESH PIZZA INC.	4971	5542 METROPOLITAN AVE		RIDGEWOOD	NY	11385	718/395-5812	United States
ROCKAWAY BLVD PAPA INC.	3308	9431 ROCKAWAY BLVD.		OZONE PARK	NY	11417	7186417272	United States
RODRIGUEZ PIZZA LLC	2487	1301 FM 2218 ROAD, SUITE 300		RICHMOND	TX	77469-5430	2812322220	United States
ROHOHO, INC.	61	2415 FT. CAMPBELL BLVD.		HOPKINSVILLE	KY	42240	2708856666	United States
ROHOHO, INC.	91	656 NORTH 12TH STREET		MURRAY	KY	42071-1651	2707536666	United States
ROHOHO, INC.	617	1200 BUSINESS 190		COVINGTON	LA	70433-3241	9858939191	United States
ROHOHO, INC.	548	632 TERRY PARKWAY		GRETNA	LA	70056-4306	5043627272	United States
ROHOHO, INC.	1131	1320 NORTH MORRISON BOULEVARD		HAMMOND	LA	70401-2242	9855425555	United States
ROHOHO, INC.	534	8299 JEFFERSON HWY	UNIT C	HARAHAN	LA	70123	504/738-8800	United States
ROHOHO, INC.	535	2153 LAPALCO BOULEVARD, SUITE A		HARVEY	LA	70058-3034	5043613636	United States
ROHOHO, INC.	2350	1301 WEST TUNNEL BOULEVARD		HOUMA	LA	70360-2736	9858687272	United States
ROHOHO, INC.	340	4041 WILLIAMS BOULEVARD, SUITE B3		KENNER	LA	70065-3165	5044434555	United States
ROHOHO, INC.	788	1819 WEST AIRLINE HIGHWAY, SUITE 18		LA PLACE	LA	70068-3341	9856520123	United States
ROHOHO, INC.	1419	2993 HIGHWAY 190 STE A		MANDEVILLE	LA	70471-3298	9856744000	United States
ROHOHO, INC.	1247	5009 LAPALCO BOULEVARD		MARRERO	LA	70072	5043490155	United States
ROHOHO, INC.	294	3216 W. ESPLANADE AVE S		METAIRIE	LA	70002	5048857400	United States
ROHOHO, INC.	430	2700 DAVID DRIVE		METAIRIE	LA	70003	504/455-7272	United States
ROHOHO, INC.	616	3580 HOLIDAY DRIVE STE. 1		NEW ORLEANS	LA	70114	5043658100	United States
ROHOHO, INC.	536	1181 ROBERT BOULEVARD		SLIDELL	LA	70458-2013	9856453680	United States
ROHOHO, INC.	2071	620 SAINT MARY STREET		THIBODAUX	LA	70301-2245	9854939393	United States
ROHOHO, INC.	2649	1101 MEMORIAL BOULEVARD		PICAYUNE	MS	39466-4715	6017985598	United States
ROHOHO, INC.	1841	5900 RIVERS AVENUE		CHARLESTON	SC	29406	8435545556	United States
ROHOHO, INC.	237	1836 ASHLEY RIVER ROAD	SUITE N	CHARLESTON	SC	29407	8437636666	United States
ROHOHO, INC.	3756	610 WESLEY DRIVE		CHARLESTON	SC	29407	8437357272	United States
ROHOHO, INC.	1090	10008 TWO NOTCH ROAD		COLUMBIA	SC	29223	8038651181	United States
ROHOHO, INC.	438	817 ST ANDREWS RD		COLUMBIA	SC	29210	8035512300	United States
ROHOHO, INC.	437	4464 DEVINE STREET, SUITE K		COLUMBIA	SC	29205-3605	8037822300	United States
ROHOHO, INC.	369	136 S ASSEMBLY ST		COLUMBIA	SC	29201	8032522300	United States
ROHOHO, INC.	435	431 D ST. JAMES AVENUE		GOOSE CREEK	SC	29445-2700	8435696666	United States
ROHOHO, INC.	638	800 LAKE MURRAY BLVD	SUITE E	IRMO	SC	29063	8037496060	United States
ROHOHO, INC.	1593	1027 FOLLY ROAD	STE 5	JAMES ISLAND	SC	29412	8437620646	United States
ROHOHO, INC.	2711	5583 SUNSET BLVD		LEXINGTON	SC	29072-8017	8039571227	United States
ROHOHO, INC.	1592	111 S HIGHWAY 52	SUITE 109	MONCKS CORNER	SC	29461	8438997402	United States
ROHOHO, INC.	4054	1110 PARK WEST BLVD. SUITE A3		MT. PLEASANT	SC	29466	843/849-6400	United States
ROHOHO, INC.	128	1145 JOHNNIE DODDS BLVD.		MT. PLEASANT	SC	29464	8438846666	United States
ROHOHO, INC.	3230	8421 DORCHESTER ROAD #108		NORTH CHARLESTON	SC	29420	8437671966	United States
ROHOHO, INC.	4702	NORTH CHARLESTON COLISEUM	5001 NORTH COLISEUM DRIVE	NORTH CHARLESTON	SC	29418	866/206-7272	United States

ROHOHO, INC.	1505	1205 NORTH MAIN ST.		SUMMERVILLE	SC	29483	8438711663	United States
ROHOHO, INC.	164	1525 OLD TROLLEY RD.		SUMMERVILLE	SC	29485	8438216666	United States
ROHOHO, INC.	853	3937 A PLATT SPRINGS ROAD		WEST COLUMBIA	SC	29170	8039559988	United States
ROLLIN IN THA DOUGH, LLC	982	1120 N CARBON ST	SUITE 30	MARION	IL	62959	6189931133	United States
ROMA UNITED, LLC	3845	110 S. ROCKWOOD DR.	STE. 8	CABOT	AR	72023	5019414468	United States
ROMA UNITED, LLC	4023	108 CRAWFORD ST.		HOT SPRINGS	AR	71913	501/760-7070	United States
ROMA UNITED, LLC	3708	409 SOUTH MAIN STREET		SEARCY	AR	72143	5012684468	United States
ROSE CITY PIZZA, LLC	2457	19093 SW TUALATIN VALLEY HIGHWAY		ALOHA	OR	97003	5032598787	United States
ROSE CITY PIZZA, LLC	4778	10219 SE SUNNYSIDE RD.		CLACKAMAS	OR	97015	503/653-7272	United States
ROSE CITY PIZZA, LLC	2272	1108 NE BURNSIDE ROAD		GRESHAM	OR	97030	5034914545	United States
ROSE CITY PIZZA, LLC	2603	2020 NE CORNELL RD	SUITE K	HILLSBORO	OR	97124	5036153131	United States
ROSE CITY PIZZA, LLC	2174	6372 SW CAPITOL HWY.		PORTLAND	OR	97239	5032467272	United States
ROSE CITY PIZZA, LLC	1743	1050 NW MURRAY ROAD		PORTLAND	OR	97229-5502	5034698282	United States
ROSE CITY PIZZA, LLC	2549	2520 SE 145TH AVENUE		PORTLAND	OR	97236-2664	5037621600	United States
ROSE CITY PIZZA, LLC	1740	3964 CENTER STREET NE		SALEM	OR	97301	5035857272	United States
ROSE CITY PIZZA, LLC	2172	12950 SW PACIFIC HWY		TIGARD	OR	97223-5061	5035988686	United States
ROSE CITY PIZZA, LLC	3130	1432 W. MEEKER STREET #102		KENT	WA	98032	2538931111	United States
ROSE CITY PIZZA, LLC	2618	13304 S.E. 240TH ST		KENT	WA	98042-5106	2536302222	United States
ROSE CITY PIZZA, LLC	2306	26906 BLACK DIAMOND RD SE, BLDG J		MAPLE VALLEY	WA	98038-8322	4254137777	United States
ROSE CITY PIZZA, LLC	3479	19893 1ST AVE	NORMANDY PARK TOWNE CENTER	NORMANDY PARK	WA	98148	2062483333	United States
ROSE CITY PIZZA, LLC	2953	13521 SE 3RD WAY #300		VANCOUVER	WA	98684	3602539090	United States
ROSE CITY PIZZA, LLC	3498	11713 NE 99TH AVE.	STE.1000	VANCOUVER	WA	98682	3602130909	United States
ROSE CITY PIZZA, LLC	2236	5201 EAST 4TH PLAIN BLVD.	SUITE #108	VANCOUVER	WA	98661	3606959898	United States
ROSE PIZZA LLC	2903	1417 E. WASHINGTON BLVD.		PASADENA	CA	91104	6268089889	United States
ROYAL BP CORPORATION	4774	2679 HWY 16 W		JACKSON	GA	30233	770/233-5389	United States
ROYAL PJ INC	3169	4954 VAN NUYS BLVD. #108		SHERMAN OAKS	CA	91403	8189867272	United States
ROYAL SEVEN CORPORATION	4916	325 CABINESS RD	FORSYTH GA TRAVEL PLAZA	FORSYTH	GA	31029	478/974-1470	United States
ROYAL SEVEN FOOD 2 LLC	5100	2800 TANGER BLVD		LOCUST GROVE	GA	30248	678/369-0000	United States
ROYAL SEVEN FOOD 3 LLC	5101	1896 KEYS FERRY RD		MCDONOUGH	GA	30252	678/271-0595	United States
ROYAL SEVEN FOOD LLC	5040	4 SECOND STREET		JACKSON	GA	30233	470/251-3099	United States
ROYAL SEVEN FOOD LLC	4942	836 HIGHWAY 362		WILLIAMSON	GA	30292	678/967-3108	United States
RTE 66 INVESTMENT INC	1534	103 WEST ALOSTA AVENUE, SUITE G		GLENDORA	CA	91740-6258	6269637272	United States
RWT, INC.	1330	212 PRINCE ROYAL DR		BEREA	KY	40403	8599857272	United States
S&R PIZZA INC	4529	2731 W NORTHWEST HIGHWAY		DALLAS	TX	75220-4744	214/352-7272	United States
S&R PIZZA INC	4290	3206 W DAVIS ST.		DALLAS	TX	75211	214/467-2222	United States
S&R PIZZA INC	4111	1625 S BELTLINE ROAD SUITE 500		GRAND PRAIRIE	TX	75051-3306	972/264-5555	United States
S.KY. PIZZA, INC.	51	849 S. HIGHWAY 27		SOMERSET	KY	42501	6066793898	United States
S.M.K., INC.	1540	3434 SWEET AIR RD		JACKSONVILLE	MD	21131	4106667272	United States
SAAD FOOD INC	3573	185 STRAIGHT STREET		PATERSON	NJ	07501-1904	973/742-2200	United States
SABOOR GROUP INC	825	7244 INDIANAPOLIS BLVD		HAMMOND	IN	46324	2198447272	United States
SAI BENTON 1 LLC	4638	UNIMART CONVENIENCE STORE	10TH MAIN STREET	BENTON	PA	17814	570/925-1004	United States
SAMAH ENTERPRISE INC.	4228	4669 CLAYTON RD. STE. C	T. J. MAXX S/C	CONCORD	CA	94521-2964	925/691-7272	United States
SAMMAH ENTERPRISE INC	4238	1280-B NEWELL AVENUE	SAN MIGUEL S/C	WALNUT CREEK	CA	94596	925/933-7272	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	3037	2671 BRODHEAD ROAD		ALIQUIPPA	PA	15001	7243783800	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	2982	2749 COLLEGE AVENUE		BEAVER FALLS	PA	15010	7248438808	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	4456	357 LINCOLN AVENUE		BELLEVUE	PA	15202	412/761-2200	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	731	5300 LIBRARY ROAD		BETHEL PARK	PA	15102	4128337171	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	2253	541 WEST CUNNINGHAM STREET		BUTLER	PA	16001-5445	7242857272	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	3056	113 CASAVINA DRIVE		CANONSBURG	PA	15317	7247467272	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	3119	2783 LEECHBURG ROAD		LOWER BURRELL	PA	15068	724/335-1777	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	3066	11700 FRANKSTOWN ROAD		PITTSBURGH	PA	15235	4122427272	United States
SAROJ & MANJU INVESTMENTS PITTSBURGH LLC	440	3336 BABCOCK BLVD.		PITTSBURGH	PA	15237	4123697272	United States
SAROJ & MANJU INVESTMENTS, LLC	3839	3411 CLIFTON AVE		BALTIMORE	MD	21216	4102337272	United States

SAROJ & MANJU INVESTMENTS, LLC	3502	6406 REISTERSTOWN RD.		BALTIMORE	MD	21215	4103587272	United States
SAROJ & MANJU INVESTMENTS, LLC	3030	1460 ADDISON ROAD SOUTH		CAPITAL HEIGHTS	MD	20743	3013247900	United States
SAROJ & MANJU INVESTMENTS, LLC	4030	7801-B PARSON DRIVE		FORESTVILLE	MD	20747	301/778-2145	United States
SAROJ & MANJU INVESTMENTS, LLC	1814	10747 INDIAN HEAD HWY.	TANTALLON SHOPPING CENTER	FORT WASHINGTON	MD	20744	3012035000	United States
SAROJ & MANJU INVESTMENTS, LLC	2023	5310 INDIAN HEAD HIGHWAY		OXON HILL	MD	20745	3015677272	United States
SAROJ & MANJU INVESTMENTS, LLC	3082	4526 ST. BARNABAS ROAD		TEMPLE HILLS	MD	20748	3014235800	United States
SARPJ, L.L.C.	859	711 NORTH WESTOVER BLVD SUITE G		ALBANY	GA	31707-1410	2294313100	United States
SARPJ, L.L.C.	767	135 VILLAGE AT GLYNN PLACE		BRUNSWICK	GA	31525	9122649444	United States
SARPJ, L.L.C.	2746	6586 GEORGIA HIGHWAY 40 EAST, SUITE B-1		SAINT MARYS	GA	31558-4037	9127298900	United States
SARPJ, L.L.C.	1265	1210 EAST JACKSON STREET		THOMASVILLE	GA	31792-4792	2292287272	United States
SARPJ, L.L.C.	1558	1805 TIFT AVENUE NORTH, SUITE C		TIFTON	GA	31794-3579	2293917272	United States
SARPJ, L.L.C.	1002	3310 INNER PERIMETER ROAD	SUITE A	VALDOSTA	GA	31602	229/241-1000	United States
SARPJ, L.L.C.	891	1002 MEMORIAL DRIVE		WAYCROSS	GA	31501	9122837766	United States
SAT DUNCAN, LLC	5260	1515 N HIGHWAY 81	ELK PLAZA	DUNCAN	OK	73533	580/255-0000	United States
SAT VENTURE LLC	5120	1174 LONNIE ABBOTT BLVD	NORTH HILLS CENTRE	ADA	OK	74820	580/453-3020	United States
SAT VENTURE LLC	4345	1109 WEST BROADWAY		ARDMORE	OK	73401	580/223-7575	United States
SAUCON VALLEY PJ LLC	4347	1236 MAIN STREET		HELLERTOWN	PA	18055	610/838-7272	United States
SAVOY FOODS, LLC.	2419	330 ROBERT SMALLS PKWY	STE 21	BEAUFORT	SC	29906	8435243400	United States
SAY CHEESE, INC.	906	29640 STATE HIGHWAY 181	SUITE 101	DAPHNE	AL	36526	251/625-7272	United States
SAY CHEESE, INC.	4376	199 BALDWIN SQUARE		FAIRHOPE	AL	36532	251/929-7227	United States
SAY CHEESE, INC.	3300	2110 SOUTH MCKENZIE STREET		FOLEY	AL	36535	2519487272	United States
SAY CHEESE, INC.	514	5546-A OLD SHELL ROAD		MOBILE	AL	36608	2513421213	United States
SAY CHEESE, INC.	816	1500 GOVERNMENT STREET STE H		MOBILE	AL	36604	2514761212	United States
SAY CHEESE, INC.	687	5398-D HIGHWAY 90 WEST		MOBILE	AL	36619	2516608883	United States
SAY CHEESE, INC.	384	5212-C COTTAGE HILL ROAD		MOBILE	AL	36609	2516607500	United States
SAY CHEESE, INC.	4103	1065 SCHILLINGER ROAD SOUTH	SUITE #7	MOBILE	AL	36695	251/607-7979	United States
SAY CHEESE, INC.	4439	24515 - A COMMERCIAL AVENUE		ORANGE BEACH	AL	36561	251/981-7200	United States
SAY CHEESE, INC.	5023	22420 STATE HWY 59		ROBERTSDALE	AL	36567	833/700-7272	United States
SAY CHEESE, INC.	5209	1088 INDUSTRIAL PARKWAY		SARALAND	AL	36571	251/405-2982	United States
SAY CHEESE, INC.	4102	7930 MOFFET ROAD	SUITE C	SEMMES	AL	36575	251/645-7272	United States
SBS, INC.	1522	1200 BELLEFONTE ROAD	STE 300	FLATWOODS	KY	41139	6063884303	United States
SBS, INC.	3222	215 S. CAROL MALONE BLVD.		GRAYSON	KY	41143	6064747272	United States
SBS, INC.	3948	4333 HIGHWAY #2565		LOUISA	KY	41230	606/638-7272	United States
SCHAFF ENTERPRISES, INC.	3550	68 HERITAGE DRIVE		PALMYRA	VA	22963	4345897900	United States
SCHAFF ENTERPRISES, INC.	4766	1800 SOUTH CREEK ONE	UNIT D	POWHATAN	VA	23139	804/403-7272	United States
SCHAFF ENTERPRISES, INC.	3850	8786 SEMINOLE TRAIL		RUCKERSVILLE	VA	22968	4349900029	United States
SCRIVENER OIL COMPANY, INC.	4643	SIGNAL CONVENIENCE STORE	1012 NW 12TH AVE.	AVA	MO	65608	417/683-4672	United States
SEETARAM LLC	4254	14 BEAVERDAM ROAD		WILLIAMSTON	SC	29697	864/847-7779	United States
SENDIT PIZZA LLC	3654	#69 CAMBON DR.		SAN FRANCISCO	CA	94132	4155867272	United States
SG VENTURES LLC	4414	5850 US HWY 431	SUITE 25	ALBERTVILLE	AL	35950	256/891-9199	United States
SG VENTURES LLC	5041	1441 SUNSET DRIVE	UNIT F	GUNTERSVILLE	AL	35976	256/677-4144	United States
SHAK ENTERPRISE LLC	2896	125 WHALLEY AVENUE		NEW HAVEN	CT	06511-3220	2037767272	United States
SHARE THE PIE LLC	4451	1112 YADKINVILLE ROAD		MOCKSVILLE	NC	27028	336/753-8000	United States
SHAYOM FOODS INC.	4946	6852 SUWANNEE PLAZA LANE		LIVE OAK	FL	32060	386/219-1583	United States
SHENANDOAH VALLEY PIZZA, INC.	4950	1128E LYNCHBURG SALEM TURNPIKE	STE 800	BEDFORD	VA	24523	540/707-0012	United States
SHENANDOAH VALLEY PIZZA, INC.	5229	974 E STUART DR, STE G		GALAX	VA	24333	276/601-8122	United States
SHENANDOAH VALLEY PIZZA, INC.	4984	13423 BOOKER T WASHINGTON HWY		HARDY	VA	24121	540/912-4714	United States
SHENANDOAH VALLEY PIZZA, INC.	3462	114 E. MIDLAND TRAIL STE. 100		LEXINGTON	VA	24450	5404637777	United States
SHENANDOAH VALLEY PIZZA, INC.	5227	1663 BLUE RIDGE BLVD.		TROUTVILLE	VA	24175	540/512-7915	United States
SHENANDOAH VALLEY PIZZA, INC.	4983	3278 STUARTS DRAFT HIGHWAY	STE 1	WAYNESBORO	VA	22980	540/324-2131	United States
SHENANDOAH VALLEY PIZZA, INC.	2483	130 CASSELL ROAD		WYTHEVILLE	VA	24382-3315	2766257272	United States
SHENANDOAH VALLEY PIZZA, INC.	3788	237 GATEWAY BLVD.	SUITE 2	LEWISBURG	WV	24901	3046454442	United States
SHENANDOAH VALLEY PIZZA, INC.	1611	304 S WALKER ST		PRINCETON	WV	24740	3044317272	United States

SHERFIZ II, INC.	327	246 PIKE STREET		MARIETTA	OH	45750-3322	7403747272	United States
SHERFIZ II, INC.	326	2100 CAMDEN AVENUE		PARKERSBURG	WV	26101	3044284400	United States
SHERFIZ, INC.	155	443 EAST STATE STREET		ATHENS	OH	45701-1844	7405947272	United States
SHIV PIZZA, LLC	4668	3800 S. CAMDEN RD STE 10	CHAPEL VILLAGE II	PINE BLUFF	AR	71603	870/879-2222	United States
SHIVAI, INC.	4934	3104 COMMERCE DRIVE		RICHBURG	SC	29729	803/789-8888	United States
SHREESHETH LLC	4492	126 W BRIDGE ST.	UNIT B	BRIGHTON	CO	80601	303/659-9000	United States
SHREESHETH LLC	4818	10401 BELLE CREEK BLVD	STE 102 CORNER SHOPS AT BELLE CREEK	HENDERSON	CO	80640	720/729-7272	United States
SIJI PIZZA LLC	4454	1551 EAST BROOKS ROAD	SUITE 101	MEMPHIS	TN	38116	901/509-8594	United States
SINGH & ASSOCIATES, LLC	1432	3827 PENNSYLVANIA AVE.	FAIRFAX VILLAGE SHOPPING CENTER	WASHINGTON	DC	20020	2025841700	United States
SINGH & SONS INC	4932	4020 MINNESOTA AVENUE NE, SUITE 114		WASHINGTON	DC	20019-3520	202/396-7272	United States
SINGH & SONS INC	3803	5764 GEORGIA AVE NW		WASHINGTON	DC	20011	2027237272	United States
SITA LAXMI NEPAL LLC	3772	2319 B HANOVER PIKE		HAMPSTEAD	MD	21074	4103741666	United States
SITO, INCORPORATED	4389	969 SUTTER ST.		SAN FRANCISCO	CA	94109-6023	415/440-7272	United States
SKYLIGHT BUSINESS LLC	5028	10165 FM 521	REFRESH MARKET CONVENIENCE STORE	ROSHARON	TX	77583	000/000-0000	United States
SLICE OF SELDEN LLC	3339	1310 MIDDLE COUNTRY ROAD		SELDEN	NY	11784	631/320-1848	United States
SLICE OF SOCAL, INC.	3857	470 S. ANAHEIM HILLLS RD.	ANAHEIM HILLS S/C	ANAHEIM HILLS	CA	92807	7142827272	United States
SLICE OF SOCAL, INC.	2761	560 W 19TH ST		COSTA MESA	CA	92627-2705	9496462111	United States
SLICE OF SOCAL, INC.	3316	15435 JEFFREY ROAD #114		IRVINE	CA	92618	9495527272	United States
SLICE OF SOCAL, INC.	1961	3316 S. BRISTOL ST		SANTA ANA	CA	92704	714/432-7272	United States
SLICE OF SOCAL, INC.	1871	1104 IRVINE BLVD		TUSTIN	CA	92780-3529	7148327272	United States
SLICE OF SOCAL, INC.	2517	18653 YORBA LINDA BOULEVARD		YORBA LINDA	CA	92886-4136	7149707272	United States
SLICE OF THE ORANGE INC	3528	138 4TH AVENUE		BROOKLYN	NY	11217	7188527272	United States
SLICE OF WILLISTON PARK LLC	3163	481 WILLIS AVE		WILLISTON PARK	NY	11596	5168771919	United States
SMKD DALLAS INC	4649	1012 E ENNIS AVE STE G	PREVIOUSLY LOAN DEPOT	ENNIS	TX	75119	972/875-7272	United States
SMKD DALLAS INC	4142	6719 MEADOWBROOK		FORT WORTH	TX	76112	817/446-8800	United States
SMKD DALLAS INC	4610	1370 W BELTLINE ROAD STE 400	WALMART GROCERY CENTER	LANCASTER	TX	75146	972/993-4000	United States
SMKD DALLAS INC	4226	MAIN STREET PLAZA	1314 S. MAIN STE 104	WEATHERFORD	TX	76086-5529	817/599-5599	United States
SMRC INC.	4561	20824 MISSION BLVD.	CREEKSIDE CENTER	HAYWARD	CA	94541	510/481-7272	United States
SODEXO OPERATIONS, LLC	4089	UNIVERSITY OF NORTH CAROLINA - PEMBROKE	NURSING AND HEALTH PROFESSIONALS BLDG	PEMBROKE	NC	28372	910/775-4521	United States
SODEXO OPERATIONS, LLC	5223	AUSTIN PEAY STATE UNIVERSITY	601 COLLEGE STREET	CLARKSVILLE	TN	37044	000/000-0000	United States
SODEXO, INC.	3669	507 JOHN WRIGHT DRIVE	UNV OF ALABAMA-HUNTSVILLE CHARGER VILLAG	HUNTSVILLE	AL	35889	256/426-7806	United States
SONA PJ INC	5020	712 STATE ROUTE 35 NORTH		NEPTUNE	NJ	07753-4003	732/898-6868	United States
SONA, LLC	1839	357 MONMOUTH ROAD		WEST LONG BRANCH	NJ	07764-1205	7322290200	United States
SOPH, INC	3624	571 W. EL CAMINO REAL		MOUNTAIN VIEW	CA	94040	6509697272	United States
SOPH, INC	4113	1201 EL CAMINO REAL		REDWOOD CITY	CA	94063	650/364-7272	United States
SOPH, INC	3465	9 43RD AVE	43RD AND EL CAMINO	SAN MATEO	CA	94403	6505707272	United States
SOUDERTOWN PJ LLC	5147	SOUDERTON SQUARE CENTER	720 ROUTE 113, UNIT J	SOUDERTON	PA	18964-1004	215/660-3181	United States
SOUTHERN NEW ENGLAND PIZZA, LLC	4915	120 HIGHLAND AVENUE		SEEKONK	MA	02771	508/343-7005	United States
SPARTANBURG SCHOOL DISTRICT SIX	4648	DORMAN HIGH SCHOOL	CAFETERIA - 1050 CAVALIER WAY	ROEBUCK	SC	29376	864/216-4380	United States
SPARTANBURG SCHOOL DISTRICT SIX	4506	SPARTANBURG SCHOOL DISTRICT SIX	DORMAN COLLEGE AND CAREER CTR 1050 CAVA	ROEBUCK	SC	29376	864/216-4380	United States
SPG, INC.	38	390 US 31 WEST BYPASS		BOWLING GREEN	KY	42101-1756	2707829911	United States
SPG, INC.	37	1922 RUSSELLVILLE ROAD		BOWLING GREEN	KY	42101-3755	2707820888	United States
SPITZER INVESTMENTS, LLC	1549	855 COSHOCTON AVE		MT VERNON	OH	43050	7403976644	United States
SPRINGFIELD-PJ INC.	2976	133-38 SPRINGFIELD BLVD.		SPRINGFIELD GARDENS	NY	11413	7184817272	United States
SRILPJ LLC	5049	1710 SW 13TH STREET		GAINESVILLE	FL	32608	352/376-7272	United States
SRILPJ LLC	498	3605 SW ARCHER RD		GAINESVILLE	FL	32608	3523367272	United States
SRILPJ LLC	1122	4220 NW 16TH BLVD SUITE A.		GAINESVILLE	FL	32605-3508	3523757272	United States
STANTON KY PJ'S, LLC	3915	221 SOUTH MAIN STREET		STANTON	KY	40380	606/663-7272	United States
STANZEL, INC.	3786	1313 SOUTH U.S. HWY 25E		BARBOURVILLE	KY	40906	6065467272	United States
STANZEL, INC.	121	785 EAST CUMBERLAND GAP PARKWAY		CORBIN	KY	40701-2591	6065235858	United States
STANZEL, INC.	67	1521 SOUTH MAIN STREET		LONDON	KY	40741	6068648888	United States
STANZEL, INC.	2352	20 THE CROSSING		CROSSVILLE	TN	38555	9317071234	United States
STANZEL, INC.	1418	466 BROOKSIDE VILLAGE WAY, SUITE 1		GATLINBURG	TN	37738	8654307777	United States

STAR FINE FOODS INC.	3212	1016 CONEY ISLAND AVENUE		BROOKLYN	NY	11230	7183387272	United States
STAR FINE FOODS INC.	3464	5804 5TH AVE.		BROOKLYN	NY	11220	7189217272	United States
STAR PAPA, LP	1149	101-A N GREENVILLE AVE		ALLEN	TX	75002	9727277676	United States
STAR PAPA, LP	590	4311 LITTLE ROAD		ARLINGTON	TX	76016	8174837777	United States
STAR PAPA, LP	644	1806 BAIRD FARM ROAD		ARLINGTON	TX	76006	8177958888	United States
STAR PAPA, LP	1308	6003 SOUTH COOPER STREET		ARLINGTON	TX	76001-5613	8174177272	United States
STAR PAPA, LP	1777	2400 E. PIONEER PKWY SUITE B		ARLINGTON	TX	76010	8178017373	United States
STAR PAPA, LP	1313	2633 WEST PARK ROW DRIVE		ARLINGTON	TX	76013-2257	8178017272	United States
STAR PAPA, LP	4413	26615 HIGHWAY 380 E #120	PROVIDENCE CENTER	AUBREY	TX	76227-3032	940/365-2222	United States
STAR PAPA, LP	938	5343 BURNET		AUSTIN	TX	78756	5124547272	United States
STAR PAPA, LP	4750	11601 US HIGHWAY 290 UNIT B-100	CEDAR VALLEY VILLAGE	AUSTIN	TX	78737	512/758-4700	United States
STAR PAPA, LP	4857	1610 EAST PARMER LANE		AUSTIN	TX	78753	512/582-5455	United States
STAR PAPA, LP	4689	7930 THAXTON RD.	STE 400	AUSTIN	TX	78747	512/975-7272	United States
STAR PAPA, LP	933	2113 WELLS BRANCH PARKWAY, SUITE 1100		AUSTIN	TX	78728-6995	5122517272	United States
STAR PAPA, LP	930	1925 RUTLAND DRIVE, SUITE F		AUSTIN	TX	78758-5427	5128326262	United States
STAR PAPA, LP	928	11521 NORTH FM 620 RD.	SUITE #675, PLAZA VOLENTE	AUSTIN	TX	78726	5122197272	United States
STAR PAPA, LP	1128	9222 W. PARMER LANE, SUITE D	PARMER LANE & FM 620	AUSTIN	TX	78717	5122497272	United States
STAR PAPA, LP	935	411 W MARTIN LUTHER KING JR BLVD		AUSTIN	TX	78701-1220	5124767272	United States
STAR PAPA, LP	1940	8106 BRODIE LN.	BRODIE PLAZA STE. 101	AUSTIN	TX	78745-7468	5122823662	United States
STAR PAPA, LP	1015	2030 E. OLTORF ST, SUITE 114	WILLOW COURT SHOPPING CTR	AUSTIN	TX	78741	512/416-7272	United States
STAR PAPA, LP	1296	500 W WILLIAM CANNON DR	SUITE 512	AUSTIN	TX	78745-5855	5124481919	United States
STAR PAPA, LP	941	5114 BALCONES WOODS DR, STE 310	BALCONES WOODS SHPG CTR	AUSTIN	TX	78759	5123437575	United States
STAR PAPA, LP	1193	3101 HARWOOD ROAD		BEDFORD	TX	76021	8173580202	United States
STAR PAPA, LP	4058	2608 MAIN ST. STE D	BELTON CORNERS S/C	BELTON	TX	76513	254/933-3434	United States
STAR PAPA, LP	1312	1001 SOUTHWEST WILSHIRE BOULEVARD, SUITE B		BURLESON	TX	76028-5716	8174261300	United States
STAR PAPA, LP	851	4112 N JOSEY LN	STE 116	CARROLLTON	TX	75007	9724927272	United States
STAR PAPA, LP	1209	2717 E. BELTLINE RD. STE 102		CARROLLTON	TX	75006-5437	972/417-3878	United States
STAR PAPA, LP	1314	319 N. BELL BLVD		CEDAR PARK	TX	78613	5122577474	United States
STAR PAPA, LP	1781	4718 COLLEYVILLE BLVD	SUITE 400	COLLEYVILLE	TX	76034	8176567277	United States
STAR PAPA, LP	4354	760 N. DENTON TAP RD.	SUITE 105	COPPELL	TX	75019-2163	972/459-7001	United States
STAR PAPA, LP	940	2726 E. HIGHWAY 190 STE 136		COPPERAS COVE	TX	76522	2545425050	United States
STAR PAPA, LP	815	10253 FERGUSON ROAD		DALLAS	TX	75228	214/324-2400	United States
STAR PAPA, LP	1234	2937 GREENVILLE AVE	SUITE 170	DALLAS	TX	75206-6240	214/826-7272	United States
STAR PAPA, LP	1775	6045 FOREST LANE		DALLAS	TX	75230	214/692-7272	United States
STAR PAPA, LP	1795	3501 MCKINNEY AVE		DALLAS	TX	75204	2142197272	United States
STAR PAPA, LP	1063	4727 FRANKFORD ROAD, SUITE 341		DALLAS	TX	75287-7134	9722677575	United States
STAR PAPA, LP	3467	5907 BELT LINE ROAD	SUITE 111	DALLAS	TX	75254	9723866281	United States
STAR PAPA, LP	1191	8440 ABRAMS ROAD #412		DALLAS	TX	75243	2145531818	United States
STAR PAPA, LP	1194	2430 S INTERSTATE 35 E	STE 108	DENTON	TX	76205-4943	9404842424	United States
STAR PAPA, LP	866	1801 ALICE STREET		DENTON	TX	76201	9403877272	United States
STAR PAPA, LP	1303	2201 LONG PRAIRIE ROAD, SUITE 115		FLOWER MOUND	TX	75022-4961	9728748686	United States
STAR PAPA, LP	980	2201 JUSTIN RD., SUITE 307		FLOWER MOUND	TX	75028	9723552959	United States
STAR PAPA, LP	4442	501 FM 548 STE 170	MUSTANG CROSSING	FORNEY	TX	75126	972/552-5400	United States
STAR PAPA, LP	1780	6380 N. BEACH ST. SUITE #100		FORT WORTH	TX	76137	8174286373	United States
STAR PAPA, LP	3325	7832 CROWLEY RD.	SYCAMORE SHOPPING CENTER	FORT WORTH	TX	76134	8172936161	United States
STAR PAPA, LP	3545	8455 BOAT CLUB RD. SUITE STE180	EAGLE MOUNTAIN PLAZA	FORT WORTH	TX	76179	8172367676	United States
STAR PAPA, LP	4803	8945 TEHAMA RIDGE PARKWAY	ALDI SHOPPING CENTER	FORT WORTH	TX	76177	817/618-7272	United States
STAR PAPA, LP	4445	3410 W 7TH ST		FORT WORTH	TX	76107	817/566-7800	United States
STAR PAPA, LP	4437	2901 ALTA MERE	STE. 600	FORT WORTH	TX	76116	817/566-7200	United States
STAR PAPA, LP	1785	5416 S. HULEN ST		FORT WORTH	TX	76132-2258	8172639597	United States
STAR PAPA, LP	3220	2650 KING RD., SUITE 100	ELM RIDGE CROSSING S/C	FRISCO	TX	75036	4693627222	United States
STAR PAPA, LP	1067	7410 PRESTON RD., SUITE 127		FRISCO	TX	75034-5682	9727129001	United States
STAR PAPA, LP	4497	2376 LAVON DR	SUITE 128	GARLAND	TX	75040	972/244-4900	United States

STAR PAPA, LP	1065	5952 BROADWAY BLVD		GARLAND	TX	75043-5822	9722407777	United States
STAR PAPA, LP	1062	601 N. AUSTIN AVE		GEORGETOWN	TX	78626-4203	5128688877	United States
STAR PAPA, LP	741	5145 LAKE RIDGE PKWY, STE 101	LAKE RIDGE RETAIL SHOPS	GRAND PRAIRIE	TX	75052	9726423030	United States
STAR PAPA, LP	942	106 FM 2410 SUITE 3		HARKER HEIGHTS	TX	76548	2546804111	United States
STAR PAPA, LP	931	911 N HEWITT DRIVE STE 913		HEWITT	TX	76643	254/420-0177	United States
STAR PAPA, LP	1301	132 WEST PIPELINE ROAD		HURST	TX	76053-5735	8172828686	United States
STAR PAPA, LP	3422	125 ED SCHMIDT BLVD. SUITE #220	HUTTO TOWN CENTER	HUTTO	TX	78634	5128461322	United States
STAR PAPA, LP	747	2201 N. STORY ROAD	METROPLEX PLAZA SHOPPING CENTER	IRVING	TX	75062-6016	972/594-7272	United States
STAR PAPA, LP	4392	8150 N MACARTHUR BLVD	MACARTHUR RANCH S/C	IRVING	TX	75063-4346	469/665-7272	United States
STAR PAPA, LP	3398	940 KELLER PARKWAY SUITE 280	KELLER TOWN CENTER	KELLER	TX	76248	8173791888	United States
STAR PAPA, LP	929	202 EAST VETERANS MEMORIAL BOULEVARD, SUITE G		KILLEEN	TX	76541-7100	2546185000	United States
STAR PAPA, LP	1789	1103 WEST STAN SCHLUETER LOOP	WEST KILLEEN MARKET BLDG C, SUITE 400	KILLEEN	TX	76549	254/554-7262	United States
STAR PAPA, LP	4601	2091 S HIGHWAY 183		LEANDER	TX	78641-1394	512/515-4444	United States
STAR PAPA, LP	1779	1811 HIGHWAY 287	SUITE 130	MANSFIELD	TX	76063	817/477-1100	United States
STAR PAPA, LP	1304	2310 VIRGINIA PARKWAY	SUITE 160	MCKINNEY	TX	75071	972/542-2020	United States
STAR PAPA, LP	1332	1433 SOUTH BELT LINE ROAD, SUITE 116		MESQUITE	TX	75149-5993	9722167272	United States
STAR PAPA, LP	861	909 TRIPP ROAD	SUITE 180	MESQUITE	TX	75150	972/681-7272	United States
STAR PAPA, LP	1127	900 EAST PECAN STREET, SUITE 600		PFLUGERVILLE	TX	78660-8052	5122527272	United States
STAR PAPA, LP	1782	6909 COIT RD.	STE 203	PLANO	TX	75024	9726187272	United States
STAR PAPA, LP	1066	6405 W. PARKER RD	SUITE 300	PLANO	TX	75093-7919	9723780555	United States
STAR PAPA, LP	648	3291 INDEPENDENCE PARKWAY	SUITE 300	PLANO	TX	75075	9726124949	United States
STAR PAPA, LP	1787	2300 W. MCDERMOTT RD. STE 100		PLANO	TX	75025	9727477272	United States
STAR PAPA, LP	1099	2300 E 14TH ST #125		PLANO	TX	75074	9724233555	United States
STAR PAPA, LP	4168	2111 E. UNIVERSITY DR.	SUITE 80	PROSPER	TX	75078	972/347-1613	United States
STAR PAPA, LP	4883	4740 E UNIVERSITY SUITE 130	WINDSONG RANCH MARKET PLACE	PROSPER	TX	75078	972/347-1400	United States
STAR PAPA, LP	1192	819 W ARAPAHO RD	STE 24A	RICHARDSON	TX	75080-5044	9724374040	United States
STAR PAPA, LP	4203	2105 BUCKINGHAM RD. SUITE 2105	RICHWOOD S/C	RICHARDSON	TX	75081	214/575-7272	United States
STAR PAPA, LP	4249	1180 HORIZON RD.		ROCKWALL	TX	75032	972/722-3200	United States
STAR PAPA, LP	4490	MAY'S CROSSING	1201 S. I-35	ROUND ROCK	TX	78664	512/244-7272	United States
STAR PAPA, LP	4491	201 UNIVERSITY OAKS BOULEVARD	SUITE 1285	ROUND ROCK	TX	78665	512/872-7171	United States
STAR PAPA, LP	1352	4301 LAKEVIEW PKWY	ROWLETT CROSSING S/C STE 100	ROWLETT	TX	75088	972/463-4606	United States
STAR PAPA, LP	897	216 E HOPKINS ST		SAN MARCOS	TX	78666	5123924422	United States
STAR PAPA, LP	1300	2140 EAST SOUTHLAKE BOULEVARD, SUITE W		SOUTHLAKE	TX	76092-6517	8172516262	United States
STAR PAPA, LP	937	2320 S. 31ST ST, SUITE 106	SHOPPES ON THE HILL	TEMPLE	TX	76504	254/771-5646	United States
STAR PAPA, LP	3863	4300 MAIN ST. STE 100		THE COLONY	TX	75056-2802	4693623400	United States
STAR PAPA, LP	932	408-A NORTH VALLEY MILLS DRIVE		WACO	TX	76710	254/399-6335	United States
STAR PAPA, LP	4334	700 SOUTH 7TH STREET	SUITE A	WACO	TX	76706	254/756-2515	United States
STAR PAPA, LP	902	6317 RUFE SNOW DRIVE		WATAUGA	TX	76148	8177885030	United States
STAR PAPA, LP	4495	805 WOODBRIDGE PRKWY	WOODBRIDGE CENTRE	WYLIE	TX	75098	972/414-7222	United States
STEEPLECHASE MANAGEMENT, INC.	3806	4930 ANNAPOLIS ROAD		BLADENSBURG	MD	20710	3018647272	United States
STEEPLECHASE MANAGEMENT, INC.	4853	1201 DUTCHMAN'S CREEK DRIVE, UNIT D		BRUNSWICK	MD	21716	301/679-7272	United States
STEEPLECHASE MANAGEMENT, INC.	3994	1133 EAST WEST HWY		SILVER SPRING	MD	20910	301/589-7272	United States
SUBH GANESH LC	4979	1881 TALLOKAS ROAD		MOULTRIE	GA	31768	229/798-4625	United States
SUFFOLK PAPA INC.	3853	452A SUFFOLK AVE		BRENTWOOD	NY	11717	6319527272	United States
SUKHWALS, INC.	1794	101 EAST FOOTHILL BOULEVARD		POMONA	CA	91767-1400	9093927272	United States
SUN PIZZA, LLC	4388	CAREFREE MARKET PLACE	4815 CAREFREE HWY. STE C-128	CAVE CREEK	AZ	85331	480/575-5646	United States
SUPER PIZZA, INC.	2934	659 S. VAN BUREN ROAD		EDEN	NC	27288-5319	3366233737	United States
SURBHII LLC	5165	6801 BLACK HORSE PIKE, STE 302		EGG HARBOR TOWNSHIP	NJ	08234-4120	609/910-0075	United States
T AND D FOOD SERVICES INC	4812	713 WEST GIRARD AVENUE		PHILADELPHIA	PA	19123	215/515-3762	United States
TA OPERATING LLC	4912	WHITE'S TRAVEL CENTER	2440 RAPHINE RD	RAPHINE	VA	24472	540/377-4090	United States
TAILGATE DEVELOPMENT, LLC	2954	167 BROADWAY		FALL RIVER	MA	02721	5086745500	United States
TAMPA SPORTSERVICE, INC.	4909	AMALIE ARENA	TAMPA BAY LIGHTNING	TAMPA	FL	33602	813/352-9165	United States
TBAKER PIZZAMAKER, LLC	1219	411 S MISSOURI AVE		CLEARWATER	FL	33756-5835	7274467272	United States

TBAKER PIZZAMAKER, LLC	1411	1098 OVERCASH DRIVE		DUNEDIN	FL	34698	7277337200	United States
TCM RESTAURANT GROUP	1829	1312 S. BALDWIN		ARCADIA	CA	91007	6264456262	United States
TCM RESTAURANT GROUP	1618	3201 BALDWIN PARK BOULEVARD		BALDWIN PARK	CA	91706-4802	6269627272	United States
TCM RESTAURANT GROUP	3395	500 NORTH AZUSA AVENUE STE. 110		WEST COVINA	CA	91791	6268593333	United States
TEZ LLC	4906	BAXTER TN CONVENIENCE STORE	110 DALE MIRES LANE	BAXTER	TN	38544	833/711-7272	United States
TEZ LLC	5189	721 S CONGRESS BLVD		SMITHVILLE	TN	37166	615/653-4844	United States
TEZ LLC	5078	555 W BOCKMAN WAY		SPARTA	TN	38583	833/574-7272	United States
THE J.A.Y. GROUP, LLC	4904	6520 CRENSHAW BLVD.		LOS ANGELES	CA	90043-4105	323/752-7272	United States
THIRD WORTHINGTON INC	3731	1400 9 TH AVE		BESSEMER	AL	35020	2054240202	United States
THIRD WORTHINGTON INC	5125	100 FRANKFURT CIRCLE	SUITE K	BIRMINGHAM	AL	35211	205/413-4750	United States
THIRD WORTHINGTON INC	5105	431 DOUGLAS AVE		BREWTON	AL	36426	251/241-4321	United States
THIRD WORTHINGTON INC	5195	901 BIRMINGHAM RD.	SUITE B	CENTREVILLE	AL	35042	205/340-5900	United States
THIRD WORTHINGTON INC	4410	1449 7TH STREET SOUTH		CLANTON	AL	35045	205/755-9700	United States
THIRD WORTHINGTON INC	3419	2480 PALOMINO LANE		FORESTDALE	AL	35214	2057987272	United States
THIRD WORTHINGTON INC	4083	141 GATEWAY PLAZA		GREENVILLE	AL	36037	334/371-7272	United States
THIRD WORTHINGTON INC	1268	266 FOREST ROAD		HUEYTOWN	AL	35023	2057447272	United States
THIRD WORTHINGTON INC	4545	1725 ASHVILLE ROAD	SUITE 125	LEEDS	AL	35094-3513	205/699-5888	United States
THIRD WORTHINGTON INC	4331	3329 SOUTH ALABAMA AVE		MONROEVILLE	AL	36460	251/743-3777	United States
THIRD WORTHINGTON INC	5210	3960 AL-25		MONTEVALLO	AL	35115	205/476-0050	United States
THIRD WORTHINGTON INC	5150	1509-A WEST CUMMING AVENUE		OPP	AL	36467	334/764-8001	United States
THIRD WORTHINGTON INC	5032	210 HIGHLAND AVE		SELMA	AL	36701	334/526-3017	United States
THIRD WORTHINGTON INC	5215	466 GILMER AVE.		TALLASSEE	AL	36078	334/991-3020	United States
THIRD WORTHINGTON INC	4115	4005 NORTH LECANTO HWY		BEVERLEY HILLS	FL	34465	352/513-4848	United States
THIRD WORTHINGTON INC	4340	8585 SW HWY 200	STE 211	OCALA	FL	34481	352/622-6272	United States
THORNDALE LH LLC	4781	3481 EAST LINCOLN HWY		THORNDALE	PA	19372	610/384-9040	United States
TJ5, LLC	1440	535 HAMPTON PT STE A		HILLSBOROUGH	NC	27278	9197327772	United States
TLA - PJ HOSPITALITY LLC	3962	BEAR'S DEN STORE #103	148 STATE ROUTE 37	HOGANSBURG	NY	13655	518/358-9205	United States
TMP PIZZA, LLC	4913	10 PRESTON CIRCLE		CRAWFORDVILLE	FL	32327	850/538-9700	United States
TNT PIZZA, INC.	1358	323 BYPASS 72 NW		GREENWOOD	SC	29649	8642237777	United States
TRIAD INVESTMENT COMPANY, LLC	865	1504 SOUTH MISSION STREET		MOUNT PLEASANT	MI	48858	9897731234	United States
TRINITY RESTAURANT GROUP, INC.	2525	16894 US HIGHWAY 441		MT DORA	FL	32757	3523857272	United States
TRUE BREAD INC.	4325	12793 HIGHWAY 231 431 N		HAZEL GREEN	AL	35750	256/828-6200	United States
TW PIZZA, LLC	3227	2148 DECHERD BLVD.		DECHERD	TN	37324	9319624334	United States
TW PIZZA, LLC	2755	1505 HILLSBORO BLVD.		MANCHESTER	TN	37355-2109	9317287770	United States
TW PIZZA, LLC	2611	601 N. MAIN STREET		SHELBYVILLE	TN	37160-3210	9316844999	United States
TW PIZZA, LLC	3448	319 S. JACKSON STREET		TULLAHOMA	TN	37388	9314550997	United States
UNITED FOOD CORP.	4618	60 NORTH PLANK ROAD		NEWBURGH	NY	12550	845/565-7272	United States
UTAH VALLEY UNIVERSITY	5185	UTAH VALLEY UNIVERSITY	800 WEST UNIVERSITY PARKWAY	OREM	UT	84058	000/000-0000	United States
VADTAL, LLC	4589	1201 LAKE DRIVE SE	UNIT 105	BESSEMER	AL	35022	205/481-4555	United States
VANEESA LLC	493	8016 WEST MCNAB ROAD		NORTH LAUDERDALE	FL	33068-4226	9547267272	United States
VANEESA LLC	1869	11933 WEST SUNRISE BOULEVARD		PLANTATION	FL	33323-2224	9543707600	United States
VANEESA LLC	4945	9440 WEST COMMERCIAL BLVD.		SUNRISE	FL	33351	954/748-7272	United States
VEDAWAT INCORPORATION	2481	1308 MADERA ROAD	SUITE B6	SIMI VALLEY	CA	93065	8055848500	United States
VEDAWAT INCORPORATION	2021	2202 TAPO STREET		SIMI VALLEY	CA	93063	8055841700	United States
VENDITTI BROTHERS, LLC	4525	19001 MACK AVE		DETROIT	MI	48236-2927	313/886-7272	United States
VIDA PIZZA INC	4943	1408 NEPTUNE AVE		BROOKLYN	NY	11224	718/265-7272	United States
VINELAND PJ LLC	1272	106 W. LANDIS AVE., UNIT 8		VINELAND	NJ	08360	8562051222	United States
VOLUNTEER ROASTERS, INC.	230	1013 N. WASHINGTON AVENUE		COOKEVILLE	TN	38501	9315268999	United States
VQ PJS HAWAII LLC	5279	2025 KALAKAUA AVE	ALOHA GAS STATION	HONOLULU	HI	96815	808/582-0662	United States
VQ PJS HAWAII LLC	1759	1365 NUUANU AVE. STE 6-7		HONOLULU	HI	96817	8085468050	United States
VQ PJS HAWAII LLC	1754	4380-A LAWEHANA STREET		HONOLULU	HI	96818	8084217272	United States
VQ PJS HAWAII LLC	1752	611 KAPAHULU AVENUE		HONOLULU	HI	96815	8087337272	United States
VQ PJS HAWAII LLC	1751	1646 KAPIOLANI BLVD.		HONOLULU	HI	96814	8085927272	United States

VQ PJS HAWAII LLC	1748	2875-A PAA STREET	MAPUNAPUNA	HONOLULU	HI	96819	8088315151	United States
VQ PJS HAWAII LLC	5212	4725 BOUGAINVILLE DRIVE	PMB 631	HONOLULU	HI	96818	000/000-0000	United States
VQ PJS HAWAII LLC	9973	99-500 SALT LAKE BLVD. #102		HONOLULU	HI	96818	808/721-8958	United States
VQ PJS HAWAII LLC	4665	1232 HANGER AVE	JB PEARL HARBOR-HICKAM MILITARY BASE	JBPHH	HI	96853	808/200-0005	United States
VQ PJS HAWAII LLC	5142	201 HAMAKUA DRIVE #A103	WINDWARD TOWN & COUNTRY PLAZA II	KAILUA	HI	96734	808/261-7200	United States
VQ PJS HAWAII LLC	9722	BUILDING 6477	UNIT 103	KAILUA	HI	96863	808/254-4005	United States
VQ PJS HAWAII LLC	3662	46-056 KAMEHAMEHA HWY STE 153	WINDWARD MALL	KANEOHE	HI	96744	8082347272	United States
VQ PJS HAWAII LLC	4805	91-5431 KAPOLEI PARKWAY		KAPOLEI	HI	96707	808/670-2560	United States
VQ PJS HAWAII LLC	1749	98-1254 KAAHUMANU STREET	TIMES SQUARE	PEARL CITY	HI	96782	8084837272	United States
VQ PJS HAWAII LLC	1757	153 KAMEHAMEHA HWY		WAHIAWA	HI	96786	8086217700	United States
VQ PJS HAWAII LLC	5213	87-1942 FARRINGTON HWY		WAIANAE	HI	96792	808/465-3531	United States
VQ PJS HAWAII LLC	1756	94-1021 WAIPAHU STREET	SUITE 101	WAIPAHU	HI	96797-3625	8086777272	United States
WALI PIZZA INC	4020	39724 CEDAR BLVD.		NEWARK	CA	94560	510/623-7272	United States
WARMINSTER YR LLC	1369	390 YORK RD #A		WARMINSTER	PA	18974	2159562300	United States
WE THREE KINGS, INC.	436	2373 CHESTNUT ST		ORANGEBURG	SC	29115	8035317272	United States
WEST CHESTER PJ LLC	1765	510 EAST GAY STREET		WEST CHESTER	PA	19380	610/344-7272	United States
WEST WINDSOR PJ LLC	1828	175 WASHINGTON ROAD		PRINCETON	NJ	08540-6449	6094190900	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	4124	114 HOMETOWN PLAZA		SELLERSBURG	IN	47172	812/246-8000	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	140	44 14TH STREET		TELL CITY	IN	47586	8125478000	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	533	521 NC HWY 105 EXT, SUITE B		BOONE	NC	28607	8282627272	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	4549	305 N MAIN ST		GRANITE FALLS	NC	28630-8535	828/313-3333	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	894	2540 N. CENTER STREET		HICKORY	NC	28601	8283277272	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	1676	212-A BLOWING ROCK BLVD		LENOIR	NC	28645	8287587272	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	856	108 EAST FLEMMING DRIVE		MORGANTON	NC	28655-3674	8284337272	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	2027	2725 NORTHWEST BOULEVARD, SUITE L		NEWTON	NC	28658-3700	8284647272	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	1688	1813 EAST BROAD STREET		STATESVILLE	NC	28625	7048737272	United States
WESTERN CAROLINA PIZZA VENTURES, LLC	2338	1512 MALL SQUARE		WILKESBORO	NC	28697-2286	3368387272	United States
WESTSIDE TRAVEL STOP, INC.	4809	WESTSIDE TRAVEL STOP	2822 WEST NOBLE AVENUE	GUTHRIE	OK	73044	405/293-7089	United States
WEU CONSULTANTS LLC	3970	1233 SAGE DR. STE D		CEDAR CITY	UT	84720	435/865-1700	United States
WEU CONSULTANTS LLC	2935	1025 EAST TABERNACLE #1		ST. GEORGE	UT	84770	4356887500	United States
WEU CONSULTANTS LLC	5019	954 N COMMERCE BLVD.		WASHINGTON	UT	84780	435/272-0790	United States
WFG, LLC	537	603 HAPPY VALLEY ROAD		GLASGOW	KY	42141	2706517775	United States
WFL OF KENTUCKY, LLC	2100	106 N GREENVILLE STREET		HARRODSBURG	KY	40330-1534	8597343434	United States
WFL OF KENTUCKY, LLC	2905	501 HUMSTON DR		LAWRENCEBURG	KY	40342	5028391616	United States
WFL OF ROANOKE, INC.	242	7703 TIMBERLAKE ROAD		LYNCHBURG	VA	24502	4342398000	United States
WFL OF ROANOKE, INC.	454	2812 OLD FOREST ROAD		LYNCHBURG	VA	24501	4343843800	United States
WFL OF ROANOKE, INC.	3865	113 SEMINOLE PLAZA		MADISON HEIGHTS	VA	24572	4345281122	United States
WFL OF ROANOKE, INC.	386	4513 WILLIAMSON ROAD, N.W.		ROANOKE	VA	24012	5403625555	United States
WFL OF ROANOKE, INC.	967	824 JAMISON AVE SE		ROANOKE	VA	24013	5403433300	United States
WFL OF VIRGINIA, INC.	399	824 N. MAIN STREET		BLACKSBURG	VA	24060	5409533333	United States
WFL OF VIRGINIA, INC.	1915	7 SOUTH FRANKLIN ST		CHRISTIANSBURG	VA	24073	5403813000	United States
WFL OF VIRGINIA, INC.	732	1200 TYLER AVENUE		RADFORD	VA	24141	5406332222	United States
WFL OF VIRGINIA, INC.	571	2905 BRAMBLETON AVE SW		ROANOKE	VA	24015	540/772-6666	United States
WFL OF VIRGINIA, INC.	154	221 W 4TH ST		SALEM	VA	24153	5403871122	United States
WFL, INC.	104	464 1/2 WEST MAIN STREET		DANVILLE	KY	40422	8592369999	United States
WIDESPREAD PIZZA, INC.	2122	4330 W. GARRIOTT ROAD		ENID	OK	73703	5802332100	United States
WIDESPREAD PIZZA, INC.	2166	925 N BOOMER RD		STILLWATER	OK	74075	4053721600	United States
WILLINGBORO PJ LLC	1172	600 JOHN F KENNEDY WAY		WILLINGBORO	NJ	08046-1261	6098717272	United States
WILLIS & BROCK FOODS, INC.	1868	1313 S US HWY 421		HARLAN	KY	40831	6065737272	United States
WILLIS & BROCK FOODS, INC.	149	1012 N. 12TH STREET		MIDDLESBORO	KY	40965	6062487272	United States
WILLIS & BROCK FOODS, INC.	597	1907 OLD JACKSBORO HIGHWAY, SUITE 1		LA FOLLETTE	TN	37766-3259	4235627272	United States
WILLIS & BROCK FOODS, INC.	3761	418 N. BROAD ST		NEW TAZEWELL	TN	37825	4238517272	United States
WILLIS & BROCK FOODS, INC.	4105	121 STAPLETON LANE		ROGERSVILLE	TN	37857	423/272-5070	United States

WILLOW GROVE PJ LLC	1143	1843 EASTON ROAD		WILLOW GROVE	PA	19090	2156573100	United States
WNC PIZZA INC.	4592	1468 US 70 W		VALDESE	NC	28690	828/522-1510	United States
WNU, LLC	2285	12220 E. ARTESIA BLVD		ARTESIA	CA	90701-4345	5628607776	United States
WNU, LLC	1958	10040 ROSECRANS		BELLFLOWER	CA	90706	5629201234	United States
WNU, LLC	4366	COMPTON TOWN CENTER	206 E. COMPTON BLVD.	COMPTON	CA	90220-2413	310/747-5130	United States
WNU, LLC	2839	7840 FIRESTONE BOULEVARD, SUITE 102		DOWNEY	CA	90241-4257	5626224600	United States
WNU, LLC	2793	1741 WEST ARTESIA BOULEVARD		GARDENA	CA	90248-3220	3103663366	United States
WNU, LLC	2535	2927 E FLORENCE AVE.		HUNTINGTON PARK	CA	90255	3235827272	United States
WNU, LLC	2459	10901 CRENSHAW BLVD. A		INGLEWOOD	CA	90303	3103303855	United States
WNU, LLC	2247	5457 E SOUTH STREET		LAKEWOOD	CA	90712-1353	5629255856	United States
WNU, LLC	2726	15651 HAWTHORNE BLVD STE A		LAWNDALE	CA	90260-2670	3102197575	United States
WNU, LLC	2852	3910 LONG BEACH BOULEVARD, SUITE B		LONG BEACH	CA	90807-2615	5624275000	United States
WNU, LLC	2623	2222 S HOOVER ST		LOS ANGELES	CA	90007-1848	2137435999	United States
WNU, LLC	4292	11123 LONG BEACH BLVD.	STE #4	LYNWOOD	CA	90262-2688	310/747-5775	United States
WNU, LLC	4479	10223 SEPULVEDA	STE B	MISSION HILLS	CA	91345	818/892-0080	United States
WNU, LLC	4558	8947 SUNLAND BLVD		SUN VALLEY	CA	91352	818/768-7270	United States
WORKING BETTER TOGETHER LLC	1349	8201 GOLF COURSE RD NW		ALBUQUERQUE	NM	87120	5058994242	United States
WORKING BETTER TOGETHER LLC	1346	9500 MONTGOMERY BLVD. N.E. STE. 11	UNIT 11 SIERRA VISTA SHOPPING CENTER	ALBUQUERQUE	NM	87111	5053237272	United States
WORKING BETTER TOGETHER LLC	1341	417 TRAMWAY BLVD		ALBUQUERQUE	NM	87123	5052937272	United States
WORKING BETTER TOGETHER LLC	1342	4000 SAN MATEO BLVD NE		ALBUQUERQUE	NM	87110	5058847272	United States
WORKING BETTER TOGETHER LLC	1343	2206 CENTRAL AVE SE		ALBUQUERQUE	NM	87106	5052557272	United States
WORKING BETTER TOGETHER LLC	1345	110 COORS BLVD. NW		ALBUQUERQUE	NM	87121	5058367272	United States
WORKING BETTER TOGETHER LLC	4212	ALBUQUERQUE MOBILE TRAILER	905 NORTH CANAL STREET	CARLSBAD	NM	88220	505/453-4576	United States
WORKING BETTER TOGETHER LLC	4457	1701 W JOE HARVEY BLVD.	STE 100	HOBBS	NM	88240-0989	575/392-7272	United States
WORKING BETTER TOGETHER LLC	1340	4300 RIDGECREST DRIVE SE		RIO RANCHO	NM	87124	5058964242	United States
WORKING BETTER TOGETHER LLC	4613	625 N MAIN ST		ROSWELL	NM	88201-5758	575/622-7272	United States
WORTHINGTON PJ, LLC	4146	36184 US-27		HAINES CITY	FL	33844	863/421-7777	United States
WORTHINGTON PJ, LLC	424	13971 NORTH CLEVELAND AVENUE, SUITE 25		NORTH FORT MYERS	FL	33903-4358	2399956364	United States
WORTHINGTON PJ, LLC	4390	14959 TAMIAMI TRAIL		NORTH PORT	FL	34287	941/423-7272	United States
WRIGHTSTOWN PJ LLC	1631	45 FORT DIX STREET		WRIGHTSTOWN	NJ	08562-2323	6097232020	United States
Y PIZZA, LLC	3973	SPRINGVILLE CORNER RETAIL	442 SOUTH 1750 WEST STE K	SPRINGVILLE	UT	84663	8014917272	United States
Y PIZZA, LLC	3966	TOOELE TOWERS	1480 N 30 WEST	TOOELE	UT	84074	4358827272	United States
YAS PARTNERS EV INC.	5056	1743 BENSON AVENUE		EVANSTON	IL	60201-3704	847/440-3152	United States
YAS PARTNERS NL, INC.	3800	8600 GOLF ROAD	SUITE #500	NILES	IL	60714	8475445252	United States
YASH'S PIZZA CORP.	3129	4588 DUBLIN BLVD.		DUBLIN	CA	94568	9258039909	United States
YASSINI GROUP EAST LLC	4741	13515 EUCLID AVENUE		EAST CLEVELAND	OH	44112	216/451-1500	United States
YASSINI GROUP LLC	4660	3034 WEST 25TH STREET		CLEVELAND	OH	44113	216/737-7000	United States
YASSINI GROUP LLC	4488	5328 WARRENSVILLE CENTER ROAD		MAPLE HEIGHTS	OH	44137	216/475-8600	United States
YASSINI GROUP LLC	4380	6701 ROYALTON ROAD		NORTH ROYALTON	OH	44133	440/230-1200	United States
YASSINI GROUP NOOR LLC	5123	6630 BROADWAY AVENUE		CLEVELAND	OH	44105	216/592-8022	United States
YASSINI GROUP NORTH LLC	4918	3616 BELMONT AVE		YOUNGSTOWN	OH	44505	330/318-3999	United States
YASSINI GROUP SOUTH LLC	4949	2579 SOUTH HAMILTON ROAD		COLUMBUS	OH	43232	614/328-5265	United States
YMP, INC.	491	812 NORTH OLD DIXIE HIGHWAY		JUPITER	FL	33458-4900	5617437272	United States
YOGI PIZZA, LLC	3916	CYPRESS LANDING S/C	13224 CRYSTAL HILL RD.	NORTH LITTLE ROCK	AR	72113	5018125800	United States
YOGI RETAIL LLC	5026	1182 STATE HIGHWAY 166		BOWDON	GA	30108	678/257-6091	United States
YOUNG BUSINESS HOLDINGS, LLC	2274	904 S GLEN OAKS BLVD		BURBANK	CA	91502	8185566868	United States
YOUNG BUSINESS HOLDINGS, LLC	2215	320 A SOUTH CENTRAL AVENUE		GLENDALE	CA	91204	8182417272	United States
ZAAD FOOD INC	5022	39 PORTLAND AVE		BERGENFIELD	NJ	07621	201/439-0808	United States
ZEESHEE INC.	3208	9906 NORTHERN BLVD. STE 1		CORONA	NY	11368	7185077991	United States
ZEESHEE INC.	3584	40-12 GREEN POINT AVENUE		SUNNYSIDE	NY	11104	7187847272	United States
ZKS VENTURES INC	2506	138 SOUTHMORE AVE		PASADENA	TX	77502	7135347272	United States
ZKS VENTURES INC	4704	14634 HIGHWAY 6	STES. B & C	ROSHARON	TX	77583-2262	281/915-5867	United States
ZTF ENTERPRISE, INC.	2983	2920 TIDWELL ROAD		HOUSTON	TX	77093	7136941550	United States

ZURITA, INC.	4237	1005 POLASKI HWY	UNIT # 1013	HAVRE DE GRACE	MD	21078	410/939-2233	United States
ZYU GROUP INC	2477	141 E WILLOW ST	SUITE K	LONG BEACH	CA	90806-2634	5624246900	United States
ZYU GROUP INC	2667	4226 PACIFIC COAST HWY		TORRANCE	CA	90505-5526	3103782800	United States

EXHIBIT N

EXHIBIT TO ITEM 20

EXHIBIT TO ITEM 20

Listed below are the names, home addresses and phone numbers of every franchisee who has had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise during the fiscal year 2022, or who has not communicated with us within 10 weeks of the date of this Disclosure Document.

3	BUCKSTONE WEST, LLC c/o Steven E. Murphy 15A North Wickliffe Circle Austintown, OH 44515 330-540-4007	Alaska
1	OUTLAW PIZZA, LLC c/o Kim V. (Bo) Knapp 401 Vardry Street Greenville, SC 29601 864-627-7272	Arizona
1	PERFECT TEN PIZZA LLC c/o Stephen Bundy 11210 West Almeria Road Avondale, AZ 85323 623-455-0525	Arizona
1	PJ FLAGSTAFF LLC c/o Brian Hope 442 Miller Valley Road, #12140 Prescott, AZ 86304 480-313-1662	Arizona
1	PJ PRESCOTT LLC c/o Brian Hope 442 Miller Valley Road, #12140 Prescott, AZ 86304 480-313-1662	Arizona
5	PJ PRESCOTT VALLEY LLC c/o Brian Hope 442 Miller Valley Road, #12140 Prescott, AZ 86304 480-313-1662	Arizona

1	PWP Tucson LLC c/o Matthew Studer 125 Gage Boulevard West Richland, WA 99352 239-771-2723	Arizona
1	PIZZA VENTURE OF TUCSON, L.L.C. c/o Clark R. Mandigo 1248 Austin Highway, Suite 221 San Antonio, TX 78209 210-826-7272	Arizona
1	RETAIL SALES OF ARIZONA, INC. c/o Jack G. Brown 13370 West Van Buren, #106 Goodyear, AZ 85338 602-465-7681	Arizona
1	ROUND ROCK RESTAURANT GROUP, LLC c/o Matthew O'Donnell 8776 East Shea Boulevard, Suite 106 #602 Scottsdale, AZ 85260 314-922-6288	Arizona
7	SUN PIZZA, LLC c/o Harold Rose 3016 8th Street NW Minot, ND 58703 618-910-4386	Arizona
1	HMB PIES, LLC c/o Brant Barnes 16 East Spring Street Fayetteville, AR 72701 901-490-0894	Arkansas
2	NWA PIZZA LLC c/o Brant Barnes 16 East Spring Street Fayetteville, AR 72701 901-490-0894	Arkansas
1	EGA MANAGEMENT INC c/o Rolando A. Aldabert 1220 South Mayflower Avenue #B Monrovia, CA 91016	California

	626-739-8787	
2	LGON, INC. c/o Wasim Rahman 9330 Baseline Road, Suite 204 Rancho Cucamonga, CA 91701 909-262-0973	California
3	OC CAPITAL GROUP LLC c/o Sanjeev Agrawal 9 Charca Rancho Santa Margarita, CA 92688 949-742-1426	California
3	PJ CENTRAL c/o James Goeppinger 820 North China Lake Boulevard, Suite A Ridgecrest, CA 93555 760-793-6272	California
2	PJ CLEVELAND LLC c/o Ahmad (Rich) R. Malekzadeh 500 East Carson Plaza Drive, Suite 202 Carson, CA 90746 310-323-7000	California
1	PJCA-1, LP c/o Mark Catania 17412 Ventura Boulevard, #415 Encino, CA 91316 818-423-2355	California
2	PJCA-3, LP c/o Mark Catania 17412 Ventura Boulevard, #415 Encino, CA 91316 818-423-2355	California
2	PJCA-5, LP c/o Mark Catania 17412 Ventura Boulevard, #415 Encino, CA 91316 818-423-2355	California

2	PJCA-6, LP c/o Mark Catania 17412 Ventura Boulevard, #415 Encino, CA 91316 818-423-2355	California
4	PJEG LLC c/o Bikramjit S. Nanar 6616 Laguna Boulevard, Unit 118 Elk Grove, CA 95758 416-318-8106	California
3	SLICE OF SOCAL, INC. c/o Omar Boukai 32 Edelman Irvine, CA 92618 949-616-9336	California
2	TCM RESTAURANT GROUP c/o Ted Moon 11851 Laurelwood Drive, #102 Studio City, CA 91604 510-908-3477	California
4	U.S. FOOD AND INVESTMENT, LLC c/o Kulwant Singh 26151 Vermont Avenue, Apt. 202 Harbor City, CA 90710 310-809-8124	California
1	YUMMY OMG PIZZA, INC. c/o Waleed Mansour 18152 Stratford Circle Villa Park, CA 92861 562-981-1317	California
1	DCT ENTERPRISES OF COLORADO, LLC c/o Matthew O'Donnell 3710 FM 2148 N Texarkana, TX 75503 314-922-6288	Colorado
3	PWP COLORADO LLC c/o Matthew Studer 125 Gage Boulevard Richland, WA 99352 239-771-2723	Colorado

1	TOOBA LLC c/o Rafia Qureshi 38 East Gate Road Danbury, CT 06811 203-501-5960	Connecticut
3	ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC. c/o Gregory Lare 2400 Market Street Philadelphia, PA 19103 215-409-7664	Florida, Idaho, South Carolina, South Dakota
2, 3	L & S PIZZA, LLC c/o Jeremy S. Little P.O. Box 4209 Tallahassee, FL 32315-4209 850-459-3547	Florida
1	PANTHER PIZZA, LLC c/o Gregory S. Bacon 1608 Reid Street Palatka, FL 32177 386-325-5942	Florida
4	PITA HUT ENTERPRISES IX, LLC c/o Ankur Sakhuja 5390 Bayside Drive Orlando, FL 32819 407-810-6239	Florida
4	PITA HUT ENTERPRISES XII, LLC c/o Ankur Sakhuja 5390 Bayside Drive Orlando, FL 32819 407-810-6239	Florida
2	ROHOHO, INC. c/o Philip Horn, Jr. 1479 Tobias Gadson Road Charleston, SC 29407 843-402-0710	Florida

1	HMS PIZZA JOINT LLC c/o Harpreet Sodhi 2862 Howard Drive Marietta, GA 30062 703-629-1824	Georgia
1	PIZZA WITH A PURPOSE, LLC c/o Jason Graham 1558 Rome Highway Cedartown, GA 30125 770-668-3720	Georgia
6	S BETTER FOODS LLC c/o Harpreet Sodhi 2862 Howard Drive Marietta, GA 30062 703-629-1824	Georgia
3	VQ PJS HAWAII LLC c/o Ranganath Madhabhushi 2791 Cowper Street Palo Alto, CA 94306 408-307-6455	Hawaii
1	PJ OPS IDAHO, LLC c/o Tom Wylie 1999 Richmond Road, Suite 300 Lexington, KY 40502 859-335-8361	Idaho
2	MOORE PIZZA LLC c/o Ken Moore 1110 South Whipple Road Spokane Valley, WA 99206 928-358-3151	Idaho
1	JAPS PJ INC. c/o Amit Patel 1460 Brookside Drive Hoffman Estates, IL 60169-1047 224-595-8653	Illinois
3	MADCHASE, LLC c/o Derek D. Holloway 26338 Oak Leaf Lane Canton, IL 61520	Illinois

	309-303-0228	
1	PJ KATT LLC c/o Yusri Kattoum 2502 East Westwood Court Carpentersville, IL 60110 224-242-0770	Illinois
4	RSTC LEASING CARBONDALE, LLC c/o Carl Ritter, Jr. 735 Morgan Jackson, MO 63755 573-576-3564	Illinois
2	SABOOR GROUP INC c/o Muhammad Amir Khan 213 North Graylynn Drive Mount Prospect, IL 60056 773-865-1424	Illinois, Tennessee
1	YAS PARTNERS 2 INC. c/o Satish Thirumalai 718 North Coolidge Avenue Palatine, IL 60067 630-670-3651	Illinois
1	YAS PARTNERS MP LLC c/o Satish Thirumalai 718 North Coolidge Avenue Palatine, IL 60067 630-670-3651	Illinois
1	YAS PARTNERS PAL LLC c/o Satish Thirumalai 718 North Coolidge Avenue Palatine, IL 60067 630-670-3651	Illinois

1	YAS PARTNERS SCH LLC c/o Satish Thirumalai 718 North Coolidge Avenue Palatine, IL 60067 630-670-3651	Illinois
1	YAS PARTNERS STW LLC c/o Satish Thirumalai 718 North Coolidge Avenue Palatine, IL 60067 630-670-3651	Illinois
1	YAS PARTNERS YV, LLC c/o Satish Thirumalai 718 North Coolidge Avenue Palatine, IL 60067 630-670-3651	Illinois
1	BETHEL GROUP, INC. c/o Alison Patton 4504 Epinay Court Louisville, KY 40272 502-935-6329	Indiana
1	DAYSTAR GROUP, INC. c/o Alison Patton 4504 Epinay Court Louisville, KY 40272 502-935-6329	Indiana
2	ENTHUSIASM FOODS, LLC c/o Allan B. Zukerman 8581 Zionsville Road Indianapolis, IN 46268	Indiana

1	JIREH GROUP, INC. c/o Alison Patton 4504 Epinay Court Louisville, KY 40272 502-935-6329	Indiana
4	KDA PIZZA INDIANA LLC c/o Akshar Ash Patel 1372 North Susquehanna Trail, Suite 160 Selinsgrove, PA 17870 570-441-1698	Indiana
1	NISSI GROUP, INC. c/o Alison Patton 4504 Epinay Court Louisville, KY 40272 502-935-6329	Indiana
1	PATRICK GROUP, INC. c/o Alison Patton 4504 Epinay Court Louisville, KY 40272 502-935-6329	Indiana
1	SONLIGHT GROUP, INC. c/o Alison Patton 4504 Epinay Court Louisville, KY 40272 502-935-6329	Indiana
3	BAJCO ILLINOIS, LLC c/o Nadeem Bajwa 3695 Boardman-Canfield Road Building B, Suite 200 Canfield, OH 44406 330-383-2669	Iowa

1	PJ LAWRENCE, LLC c/o Bruce Collinsworth 13812 Fontana Lane Leawood, KS 66224	Kansas
1	PJ OPS KANSAS, LLC c/o Tom Wylie 1999 Richmond Road, Suite 300 Lexington, KY 40502 859-335-8361	Kansas
1	LYNDECON, LLC c/o Connie Waddle 34018 Beacon Livonia, MI 48150	Louisiana
1	PJ MORGAN CITY LLC c/o Tom Wylie 1999 Richmond Road, Suite 300 Lexington, KY 40502 859-335-8361	Louisiana
1	PJ OPS LOUISIANA, LLC c/o Tom Wylie 1999 Richmond Road, Suite 300 Lexington, KY 40502 859-335-8361	Louisiana
1	KRUEGER PIZZA DEARBORN HEIGHTS LTD c/o Keith A. Krueger 8486 Athens Court Weeki Wachee, FL 34614 832-543-7272	Michigan
5	QUAITY QUICK SERVICE RESTAURANTS, INC. c/o Barbara Justice 39 Nilewood Drive Laporte, IN 46350 219-363-1436	Michigan
4	SKI'S PIZZA, INC. c/o Frank Chrzanowski 102 Cabela Boulevard East Dundee, MI 48131 734-777-1698	Michigan

2	PJ OPERATIONS, LLC c/o Tom Wylie 1999 Richmond Road, Suite 300 Lexington, KY 40502 859-335-8361	Minnesota, North Dakota
1	TANNER MANOR 4, LLC c/o Wendell Tanner 58049 East Street Slidell, LA 70460 985-768-9205	Mississippi
1	WRAP'N ROLL IN GULFPORT LLC c/o Victoria L. Stanley 2330 North Country Club Lane Biloxi, MS 39532 404-276-9085	Mississippi
1	RSTC LEASING CAPE, LLC c/o Carl Ritter, Jr. 735 Morgan Jackson, MO 63755 573-576-3564	Missouri
1	RSTC LEASING, LLC c/o Carl Ritter, Jr. 735 Morgan Jackson, MO 63755 573-576-3564	Missouri
1	RSTC LEASING MEMPHIS, LLC c/o Carl Ritter, Jr. 735 Morgan Jackson, MO 63755 573-576-3564	Missouri
1	RSTC LEASING POPLAR BLUFF, LLC c/o Carl Ritter, Jr. 735 Morgan Jackson, MO 63755 573-576-3564	Missouri

1	TIM GARDNER GROCERIES LLC c/o Tim Gardner, Sr. 1906 Truman Boulevard Caruthersville, MO 63830 573-359-2375	Missouri
2	CORNHUSKER PJ, L.L.C. c/o Troy Post 5200 South 48th Street, Suite 2 Lincoln, NE 68516-2249 402-730-8777	Nebraska
2	PJ RESTAUARNTS, LLC c/o Stuart Hunt 2968 Wedge Circle Park City, UT 84098 347-558-6866	New Jersey, Pennsylvania
1	APEX FOODS INC. c/o Robert Gordin 61 Village Road North, Apt. 3A Brooklyn, NY 11223 973-951-0117	New York
1	BAY RIDGE P.J. INC c/o Robert Gordin 61 Village Road North, Apt. 3A Brooklyn, NY 11223 973-951-0117	New York
1	HYLAN PAPA CORP c/o Robert Gordin 2175 Hylan Boulevard Staten Island, NY 10306 718-667-3202	New York
1	ISLAND PJ CORP. c/o Robert Gordin 61 Village Road North, Apt. 3A Brooklyn, NY 11223 973-951-0117	New York

1	LENA FAST FOOD INC c/o Rajpal Singh 33 Steuben Street, First Floor Staten Island, NY 10304 347-845-7750	New York
1	M FAMILY INC c/o Muhammad Abbas 3 Liberty Avenue Selden, NY 11784 631-682-4047	New York
1	HUDSON VALLEY PAPA INC c/o Robert Gordin 5018 5th Avenue Brooklyn, NY 11209 973-951-0117	New York
1	PF EMPIRE HOLDINGS, INC. c/o Jean Morace 1701 Ralph Avenue Brooklyn, NY 11236 917-862-6888	New York
7	SEASIDE PJ CORP. c/o Robert Gordin 61 Village Road North Great Neck, NY 11021 973-951-0117	New York
1	BJB VISIONS, INC. c/o Bradley Buckley 208 Nikida Court Swansboro, NC 28584 910-325-6287	North Carolina
4	GEET MAA LLC c/o Devesh Rameshbhai Patel 50010 Governors Drive Chapel Hill, NC 27517 984-363-3002	North Carolina
1	PJ WEST FARGO LLC c/o Tom Wylie 1999 Richmond Road, Suite 300 Lexington, KY 40502 859-335-8361	North Dakota

3	COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED c/o Franchise Counsel 2400 Yorkmont Road Charlotte, NC 28217 704-328-4000	Ohio, Tennessee, Texas
2	GOLDEN RULE PIZZA, LLC c/o Michael E. Lieser 85 Desales Avenue P.O. Box 794 Lebanon, OH 45036 513-702-3326	Ohio
1	JOHNCOL, INC. c/o Allen Hertzman 6011 Brownsboro Park Boulevard, Suite F Louisville, KY 40207 502-895-4265	Ohio
1	SOUTHEAST OHIO PIZZA LLC c/o Kamran Zarbakhsh P.O. Box 107 Chillicothe, OH 45601 614-245-0832	Ohio
4	PJ PIZZA OF PONCA CITY LLC c/o Allen Odetallah 8329 NW 112th Street Oklahoma City, OK 73162 405-410-5306	Oklahoma
4	SLICE OF DUNCAN LLC c/o Arturo Chavez 501 SW 30 Circle Moore, OK 73160 405-923-9887	Oklahoma
1	AVALAR GROUP INC c/o Navdip Ghai 1471 East Stonington Drive Downingtown, PA 19335 212-208-4145	Pennsylvania

1	DEV PIZZA INC c/o Yogesh Khanna 117 Margate Road Upper Darby, PA 19082 267-262-1858	Pennsylvania
1	RAMQS, LLC c/o Raymond T. Kushi, Jr. 21 Henry Avenue Pittsfield, MA 01201 413-443-4731	Pennsylvania
7	T AND D FOOD SERVICES INC c/o Danis Okur 1712 Ingersoll Street Philadelphia, PA 19121 609-332-1251	Pennsylvania
4	JMS PIZZERIA, INC c/o Shaban Asghar 42 Fairview Avenue Cumberland, RI 02864 401-862-9489	Rhode Island
5	JACCK LLC c/o Christopher Lee Johnson 1028 Tradewinds Drive Monroe, NC 28112 803-370-4486	South Carolina
2	TW PIZZA, LLC c/o Robert Thompson 111 Sundae Drive Richmond, KY 40475 859-624-2392	South Carolina
4	TYBIZ LLC c/o Tony Younis 2217-D Matthews Township Parkway, Suite 250 Matthews, NC 28105 803-979-0088	South Carolina
1	BLACK HILLS PIZZA, INC. c/o Brad Mohler 1810 Victory Street Brookings, SC 57006 605-696-7272	South Dakota

5	AAG PIZZA LLC c/o Ahmed Alobidi 4800 Meadowside Street Midland, TX 79705 432-661-8893	Texas
3	DCT TEXAS LLC c/o Matthew O'Donnell 3710 FM 2148 North Texarkana, TX 75503 903-733-1320	Texas
7	GFPM LLC c/o Jonathan Morgan 11 Mystic Valley Court Spring, TX 77381 713-548-6659	Texas
4	HOUSTON PIZZA VENTURE, LP c/o Keith Sullins 13131 Champions Drive, Suite 110 Houston, TX 77069 281-580-6088	Texas
1, 7	PETECO INTERNATIONAL, LLC c/o Tony Alebesun 27407 Siandra Creek Lane Spring, TX 77386 713-530-8707	Texas
1	TONY ALEBESUN 27407 Siandra Creek Lane Spring, TX 77386 713-530-8707	Texas
4	PBE-RUSSELL KNOX, INC. c/o Marc Eden 2813 University Boulevard West Kensington, MD 20895 301-942-8896	Virginia
3	PJ CHEESE, INC. c/o Doug Stephens 2300 Resource Drive Birmingham, AL 35242 205-981-2800	Virginia

1	WHITE'S TRAVEL CENTER, L.L.C. c/o Robert Berkstresser 2440 Raphine Road Raphine, VA 24472 540-377-2111	Virginia
1	CG GROUP, INC. c/o Michael N. Carnovale 688 110th Street NE, S1404 Seattle, WA 98004 206-650-1009	Washington
2	RMS ENTERPRISES INC c/o Raghuvirsinh (Ron) Chavda 223 Avondale Drive North Wales, PA 19454 215-740-9624	West Virginia
3	D & M PROPERTIES, LLC c/o Donald A. Policky, II 3685 Sturgis Road Rapid City, SD 57709 605-342-6777	Wyoming
1	JLM ENTERPRISES c/o Lamont Muchmore 6746 Beckle Road Cheyenne, WY 82009 307-421-1195	Wyoming

(1) Franchisee sold or transferred all of its Restaurant(s) to other franchisees; no longer a part of system
(2) Franchisee sold part of its Restaurants to other franchisees
(3) Franchisee closed one or more Restaurants but continues to operate other Restaurants
(4) Franchisee closed all of its Restaurants; no longer a part of system
(5) Franchisee sold part of its Restaurants to other franchisees and closed all of its remaining Restaurant(s); no longer a part of system
(6) Franchisee sold or transferred all of its Restaurant(s) to Franchisor
(7) Area Developer who lost development rights without ever signing a unit franchise agreement or opening a franchise outlet
(8) Franchisee closed all of its Restaurants but remains a minority owner of other franchisee entities that continue to operate Restaurants
(9) Franchisee closed its only Restaurant due to destruction of the premises by fire. The franchisee stated that it intends to rebuild and re-open the Restaurant, but had not done so as of the date of this disclosure document

EXHIBIT O

FINANCIAL STATEMENTS
AND
MANAGEMENT'S REPORT

FINANCIAL STATEMENTS

Papa John's Franchising, LLC
As of December 25, 2022 and December 26, 2021 and the
Years Ended December 25, 2022 and December 26, 2021
and the Period From November 6, 2020 (Inception) to December 27, 2020
With Report of Independent Auditors

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Louisville, KY 40202

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Building a better working world

Independent Auditor's Inclusion Letter

We agree to the inclusion in the Papa John's Franchising, LLC franchise disclosure document dated March 24, 2023 of our report dated March 24, 2023, with respect to the financial statements of Papa John's Franchising, LLC as of December 25, 2022 and December 26, 2021 and for years ended December 25, 2022 and December 26, 2021 and the period from date of inception (November 6, 2020) to December 27, 2020.

Ernst & Young LLP

Louisville, Kentucky
March 24, 2023

Papa John's Franchising, LLC

Financial Statements

As of December 25, 2022 and December 26, 2021 and the Years Ended December 25, 2022 and December 26, 2021 and the Period From November 6, 2020 (Inception) to December 27, 2020

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Building a better working world

Report of Independent Auditors

The Board of Directors
Papa John's Franchising, LLC

Opinion

We have audited the financial statements of Papa John's Franchising, LLC (the Company), which comprise the balance sheets as of December 25, 2022 and December 26, 2021, and the related statements of operations, member's equity and cash flows for the years ended December 25, 2022 and December 26, 2021 and the period from date of inception (November 6, 2020) to December 27, 2020, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 25, 2022 and December 26, 2021, and the results of its operations and its cash flows for the years ended December 25, 2022 and December 26, 2021 and the period from date of inception (November 6, 2020) to December 27, 2020 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

made by a reasonable user based on the financial statements. In performing an audit in accordance with GAAS, we:

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

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

Ernst & Young LLP

March 24, 2023

Papa John's Franchising, LLC

Balance Sheets

(In Thousands)

	December 25, 2022	December 26, 2021
Assets		
Current assets:		
Cash and cash equivalents	**$ —**	$ —
Accounts receivable (less allowance for credit losses of $129 in 2022 and $213 in 2021)	**14,078**	13,161
Total current assets	**14,078**	13,161
Advances to related parties	**11,115**	—
Related party notes receivable	**15,000**	15,000
Total assets	**$ 40,193**	$ 28,161
Liabilities and member's equity		
Current liabilities:		
Accrued expenses	**$ 113**	$ —
Current deferred revenue	**2,139**	899
Total current liabilities	**2,252**	899
Deferred revenue	**16,179**	5,279
Total liabilities	**18,431**	6,178
Member's equity:		
Paid-in capital	**15,100**	15,100
Retained earnings	**6,662**	6,883
Total member's equity	**21,762**	21,983
Total liabilities and member's equity	**$ 40,193**	$ 28,161

See accompanying notes.

Papa John's Franchising, LLC

Statements of Operations

(In Thousands)

	Years Ended		Period Ended November 6, 2020 (Inception) Through December 27, 2020
	December 25, 2022	**December 26, 2021**	
Revenues:			
Royalty fees, net	**$ 140,476**	$ 111,722	$ —
Franchise fees	**1,045**	930	—
Total revenues	**141,521**	112,652	—
Costs and expenses:			
General and administrative expenses	**$ 13,674**	$ 10,425	$ 25
Other taxes	**221**	96	—
Bad debt (benefit) expense	**(36)**	219	—
Total costs and expenses	**13,859**	10,740	25
Operating income (loss)	**127,662**	101,912	(25)
Net income (loss)	**$ 127,662**	$ 101,912	$ (25)

See accompanying notes.

Papa John's Franchising, LLC

Statements of Member's Equity

(In Thousands)

	Paid-In Capital	Retained Earnings	Total Member's Equity
Balance at November 6, 2020 (inception)	$ —	$ —	$ —
Member contributions	15,100	—	15,100
Net income	—	(25)	(25)
Balance at December 27, 2020	15,100	(25)	15,075
Member non-cash distributions	—	(95,004)	(95,004)
Net income	—	101,912	101,912
Balance at December 26, 2021	15,100	6,883	21,983
Members non-cash distributions	**—**	**(127,883)**	**(127,883)**
Net income	**—**	**127,662**	**127,662**
Balance at December 25, 2022	**$ 15,100**	**$ 6,662**	**$ 21,762**

See accompanying notes.

Papa John's Franchising, LLC

Statements of Cash Flows

(In Thousands)

	Years Ended		Period Ended November 6, 2020 (Inception) Through
	December 25, 2022	December 26, 2021	December 27, 2020
Operating activities			
Net income (loss)	**$ 127,662**	$ 101,912	$ (25)
Adjustments to reconcile net income (loss) to net cash provided by operating activities			
Changes in operating assets and liabilities			
Accounts receivable, net	**(917)**	(13,161)	—
Accrued expenses	**113**	(25)	25
Deferred revenue	**901**	1,291	—
Net cash provided by operating activities	**127,759**	90,017	—
Investing activities			
Related party notes receivable	**—**	(15,000)	—
Advances to related parties	**(127,759)**	(90,117)	—
Net cash used in investing activities	**(127,759)**	(105,117)	—
Financing activities			
Proceeds from member contributions	**—**	—	15,100
Net cash provided by financing activities	**—**	—	15,100
Change in cash and cash equivalents	**—**	(15,100)	15,100
Cash and cash equivalents at beginning of period	**$ —**	$ 15,100	$ —
Cash and cash equivalents at end of period	**$ —**	$ —	$ 15,100

See accompanying notes.

Papa John's Franchising, LLC

Notes to Financial Statements

(In Thousands)

1. Organization

Papa John's Franchising, LLC ("PJF" or "the Company" or referred to in the first person notations of "we," "us" and "our") is a Kentucky limited liability company ("LLC") organized on November 6, 2020. The purpose of PJF is to manage and sell U.S. franchises for the operation of pizza businesses known as Papa Johns restaurants. For the period November 6, 2020 to December 27, 2020, PJF had not commenced operating activities. Operating activities commenced on February 22, 2021.

PJF is a direct and wholly owned subsidiary of Papa John's International, Inc., a Delaware corporation ("PJI"). PJI is the sole member of PJF and retains full ownership interest in the Company.

2. Significant Accounting Policies

Basis of Accounting

The preparation of these financial statements is in conformity with accounting principles generally accepted in the United States.

Use of Estimates

In preparing the financial statements, management is required to make certain estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Fiscal Year

Our fiscal year ends on the last Sunday in December of each year.

Comprehensive Income

The Company does not have any comprehensive income other than the revenue and expense items included in the statements of operations. As a result, comprehensive income equals net income for the years ended December 25, 2022 and December 26, 2021 and for the period from November 6, 2020 (inception) to December 27, 2020.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an initial maturity of three months or less to be cash and cash equivalents. All bank deposits exceed the federally insured limit per depositor per institution. As of December 25, 2022 and December 26, 2021, all cash was swept to Papa John's USA, Inc. (a wholly owned subsidiary of PJI) ("PJUSA") as PJUSA provides banking and cash management for PJF's business operations as part of the franchise supervision

and support services agreement (see "Note 3. Related Parties"). Cash is swept back to PJF from PJUSA as needed to support the Company's operations. For the years ended December 25, 2022 and December 26, 2021, $127,759 and $90,117 of cash was advanced to PJUSA related to this activity (zero for the period ended December 27, 2020).

Accounts Receivable

Substantially all accounts receivable is due from franchisees for royalties. Credit is extended based on an evaluation of the franchisee's financial condition and collateral is generally not required. An allowance for credit losses is an estimate, even if remote, based upon historical account write-off trends, facts about the current financial condition of the debtor, forecasts of future operating results based upon current trends of select operating metrics and macroeconomic factors. Account balances are charged off against the allowance after recovery efforts have ceased. The allowance for credit losses totaled approximately $129 and $213 as of December 25, 2022 and December 26, 2021, respectively.

The following table summarizes changes in the Company's allowances for credit losses for accounts receivable:

	Allowance for credit losses
Balance at December 27, 2020	$ —
Current period provision for expected credit losses	219
Write-offs charged against the allowance	(6)
Balance at December 26, 2021	213
Current period (benefit) provision for expected credit losses	**(36)**
Write-offs charged against the allowance	**(48)**
Balance at December 25, 2022	**$ 129**

Income Taxes

PJF is a single member LLC, which is a disregarded entity for federal and state income tax purposes. In December 2019, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) 2019-12, "Simplifying the Accounting for Income Taxes." The objective of this guidance is to identify, evaluate, and improve areas of generally accepted accounting principles for which cost and complexity can be reduced, while maintaining or improving the usefulness of the information provided to users of the financial statements. ASU 2019-12 clarifies that an entity is not required to allocate the consolidated amount of current and deferred tax expense to the separate financial statements of legal entities that are not subject to tax.

The Company adopted the provisions of ASU 2019-12 at inception to not recognize income tax in the separate financial statements when the Company is included in consolidated income tax jurisdictions.

As such, any income or loss for PJF is recorded on PJI's consolidated tax return.

Revenue Recognition

Franchise royalties, which are based on a percentage of franchise restaurant sales, are recognized as sales occur. Any royalty reductions, including waivers or those offered as part of a new store development incentive or as incentive for other behaviors, including acceleration of restaurant remodels or equipment upgrades, are recognized at the same time as the related royalty, as they are not separately distinguishable from the full royalty rate. Our current standard franchise agreement requires the franchisee to pay a royalty fee of 5% of sales, and the majority of our existing franchised restaurants have a 5% contractual royalty rate in effect. Incentives offered from time to time, including new store incentives, will reduce the contractual royalty rate paid. Franchise royalties are billed on a monthly basis.

Initial franchise license fees are billed at the store opening date. Area development exclusivity fees are billed upon execution of the development agreements which grant the right to develop franchised restaurants in future periods in specific geographic areas. Area development exclusivity fees are included in deferred revenue on the Balance Sheets and allocated on a pro rata basis to all stores opened under that specific development agreement. The pre-opening services provided to franchisees do not contain separate and distinct performance obligations from the franchise right; thus, the fees collected will be amortized on a straight-line basis beginning at the store opening date through the term of the franchise agreement, which is typically 10 years.

Franchise license renewal fees, which generally occur every 10 years, are billed before the renewal date. Fees received for future license renewal periods are included in deferred revenue on the Balance Sheets and amortized over the life of the renewal period.

PJF offers various incentive programs for franchisees including royalty incentives, new restaurant opening incentives (development incentives) and other support initiatives. Royalties and franchise fees sales are reduced to reflect any royalty incentives earned or granted under these programs that are in the form of discounts.

In connection with a refranchising during 2022, deferred revenue includes the recognition of an unearned royalty stream of $12,150, which was recorded through advances to related parties. This royalty stream is to be recognized as royalty fees over the 10-year term of the franchise agreement executed concurrent with the disposition and totaled $11,239 at December 25, 2022.

Contract Balances

Contract liabilities primarily relate to deferred royalty and franchise fees, which are classified as Deferred revenue on the Balance Sheets. PJI transferred franchise fee deferred revenue balances of $4,887 as of February 22, 2021 to PJF in a non-cash transaction. The contract liability balance

for deferred royalty and franchise fees and area development fees recorded in deferred revenue was $18,318 and $6,178 as of December 25, 2022 and December 26, 2021, respectively.

The following table includes estimated revenue expected to be recognized in the respective fiscal periods related to performance obligations that are unsatisfied as of December 25, 2022.

Contract Balances		
2023	$	2,122
2024		2,060
2025		2,002
2026		1,884
2027		1,715
Thereafter		6,202
Royalty and franchisee fees		15,985
Area development fees		2,333
Deferred revenue	$	18,318

Area development fees related to unopened stores are included in Deferred revenue and timing of revenue recognition is dependent upon the timing of store openings.

Fair Value

PJF is required to determine the fair value of financial assets and liabilities based on the price that would be received to sell the asset or paid to transfer the liability to a market participant. Fair value is a market-based measurement, not an entity specific measurement. The fair value of certain assets and liabilities approximates carrying value because of the short-term nature of the accounts, including cash and cash equivalents, accounts receivable, net of allowance for credit losses and advances to related parties. The fair value of the related party notes receivable was $10,960 and $10,539 as of December 25, 2022 and December 26, 2021, respectively, which reflects the present value of the financial instrument at a market interest rate at each year-end.

3. Related Parties

PJI is the parent company, directly or indirectly, of all Papa Johns related entities and was the franchisor of Papa Johns pizza franchises prior to February 22, 2021. PJF became the franchisor of all existing North America franchise and development agreements on February 22, 2021, as PJI assigned the rights of the existing franchise agreements to PJF on this date.

Papa Johns trademarks and certain other intellectual property are owned by PJI. On February 22, 2021, PJF entered into a license agreement with PJI for the use of PJI's trademarks and certain other intellectual property. Total fees under the agreement were $773 and $635 recorded in General and administrative expenses in the statements of operations for the years ended December 25, 2022 and December 26, 2021, respectively.

Further, on February 22, 2021, PJF entered into a franchise supervision and support services agreement with PJUSA to provide financial, support, training, supervision, and compliance-

related services, among others. Total fees under the agreement were $12,614 and $9,591 recorded in General and administrative expenses in the statements of operations for the years ended December 25, 2022 and December 26, 2021, respectively.

On March 2, 2021, PJF entered into a promissory note with PJUSA for $15,000, due the earlier of written demand or December 31, 2030. This promissory note is interest free and no imputed interest was considered as the promissory note is with a related party, PJUSA. Further, the promissory note includes an annual default penalty rate of 10.25% commencing only on the due date if the note is in default. As the promissory note was not called by PJF and is not currently due as of December 25, 2022, there was no impact of this provision on the financial statements in 2022 or 2021. The promissory note is recorded as a noncurrent related party note receivable on the balance sheets as of December 25, 2022 and December 26, 2021.

Advances to related parties represents funds in excess of distributions to PJI under the centralized cash management activities.

4. Member's Equity

During the year ended December 25, 2022, PJF received no member contributions. The Company did make a non-cash member distribution of $127,883 to its member, PJI. During the year ended December 26, 2021, PJF received no member contributions, but did make a non-cash member distribution of $95,004 to its member, PJI. During the period from November 6, 2020 (Inception) to December 27, 2020, PJF received member contributions of $15,100 and no member distributions were made.

5. Subsequent Events

Management has evaluated subsequent events through March 24, 2023, the date the financial statements were available to be issued.

EXHIBITP

STATE-SPECIFIC DISCLOSURES
AND
STATE-SPECIFIC AGREEMENT AMENDMENTS

EXHIBIT P-1

Illinois Disclosure

.

1. Items 1 and 5 are amended by adding the following paragraph:

Under all Development Agreements and Franchise Agreements that are subject to the Illinois Franchise Disclosure Act, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

2. A new footnote 18 is added following the Tables included in Item 7, providing as follows:

With respect to the column headed "When Payable" in the foregoing tables, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading if the Development Agreement and Franchise Agreement are subject to the Illinois Franchise Disclosure Act. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

3. The "Summary" section of Item 17 (v), entitled Choice of Forum, 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.

4. The "Summary" section of Item 17 (w), entitled Choice of Law, is amended by adding the following language:

However, except for federal law, Illinois law applies if the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

5. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.

Illinois Amendment to Franchise Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's International, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (c), which shallbe considered an integral part of the Agreement:

(c) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a)(i) of the Agreement, under the heading “Initial Franchise Fee and Royalties” is amended in its entirety, to provide as follows:

(i) So long as the Restaurant opens for trading on or before the date provided in the Development Agreement, no initial fee will be due. If the Restaurant does not open on or before the date provided in the Development Agreement but opens within 30 days after such date, a Development Fee of $5,000 will be assessed. However, the Development Fee will be deferred until the close of the Period in which the Restaurant opened for trading, at which time we will issue an invoice for the Development Fee and payment will be due within 30 days of the date of invoice. If the Restaurant opens for trading more than 30 days after the date provided in the Development Agreement, an Initial Franchise Fee of $20,000 will be assessed. However, the Initial Franchise Fee will be deferred until the close of the Period in which the Restaurant opened for trading, at which time we will issue an invoice for the Initial Franchise Fee and payment will be due within 30 days of the date of invoice.

3.Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (c) which shall be considered an integral part of the Agreement:

(c) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4. Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.

(c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

(h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of

the Illinois Franchise Disclosure Act are met).

6.Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

7. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISEE:

By:_____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By:_____

Title: _____

Illinois Amendment to Franchise Agreement – Non-Traditional Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's International, Inc. Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (e), which shall be considered an integral part of the Agreement:

(e) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a)(i) of the Agreement, under the heading "Initial Franchise Fee and Royalties" is amended in its entirety, to provide as follows:

(i) So long as the Restaurant opens for trading on or before the date provided in Section 1, no initial fee will be due. If the Restaurant does not open on or before the date provided in Section 1, an Initial Fee of $5,000.00 will be assessed. However, the Initial Franchise Fee will be deferred until the close of the Period in which the Restaurant opened for trading, at which time we will issue an invoice for the Initial Franchise Fee and payment will be due within 30 days of the date of invoice.

3.Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (j) which shall be considered an integral part of the Agreement:

(j) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

.Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.

(c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5.Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

(h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6.Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

> Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

7. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement – Non-Traditional Restaurant on the same date as the Franchise Agreement – Non-Traditional Restaurant was executed.

FRANCHISEE:

By:_____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By:_____

Title:_____

Effective Date: _____

Illinois Amendment to Franchise Agreement – Sponsorship Non-Traditional Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's International, Inc. Sponsorship Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (e), which shall be considered an integral part of the Agreement:

(e) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a)(i) of the Agreement, under the heading "Initial Franchise Fee and Royalties" is amended in its entirety, to provide as follows:

(i) So long as the Restaurant opens for trading on or before the date provided in Section 1, no initial fee will be due. If the Restaurant does not open on or before the date provided in Section 1, an Initial Fee of $5,000.00 will be assessed. However, the Initial Franchise Fee will be deferred until the close of the Period in which the Restaurant opened for trading, at which time we will issue an invoice for the Initial Franchise Fee and payment will be due within 30 days of the date of invoice.

3. Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (i) which shall be considered an integral part of the Agreement:

(i) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4. Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.

(c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5.Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

(h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6.Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

> Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

7. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement – Sponsorship Non-Traditional Restaurant on the same date as the Franchise Agreement – Sponsorship Non- Traditional Restaurant was executed.

FRANCHISEE:

By:_____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By:_____

Title: _____

Effective Date: _____

Illinois Amendment to Franchise Agreement – Small Town Non-Traditional Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's International, Inc. Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (e), which shall be considered an integral part of the Agreement:

(e) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a)(i) of the Agreement, under the heading "Initial Franchise Fee and Royalties" is amended in its entirety, to provide as follows:

(i) So long as the Restaurant opens for trading on or before the date provided in Section 1, no initial fee will be due. If the Restaurant does not open on or before the date provided in Section 1, an Initial Fee of $5,000.00 will be assessed. However, the Initial Franchise Fee will be deferred until the close of the Period in which the Restaurant opened for trading, at which time we will issue an invoice for the Initial Franchise Fee and payment will be due within 30 days of the date of invoice.

3. Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (i) which shall be considered an integral part of the Agreement:

(i) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4.Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by

6. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

7. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement – Small Town Non-Traditional Restaurant on the same date as the Franchise Agreement – Small Town Non- Traditional Restaurant was executed.

FRANCHISEE:

By:_____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By:_____

Title: _____

Effective Date:

Illinois Amendment to Development Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's International, Inc. Development Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading “Initial Fee Payment” is amended in its entirety, to provide as follows:

No initial fee or payment will be due under this Agreement. However, for each Restaurant that is not opened on or before the date provided in the Development Schedule, a Development Fee of $5,000.00 will be assessed. The Development Fee, if applicable, will be deferred until the close of the Period in which the Restaurant opened for trading, at which time we will issue an invoice for the Development Fee and payment will be due within 30 days of the date of invoice.

2. Section 9 of the Agreement, under the heading “Default and Termination," shall be amended by the addition of the following new paragraph (f) which shall be considered an integral part of the Agreement:

(f) If any of the provisions of this Section 9 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

3. Sections 14 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.

(c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

4. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

(h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

5. Section 16 of the Agreement, under the heading "Miscellaneous,” shall be amended by the addition of the following language:

Nothing in this Section 16 or this Agreement shall act as a waiver of any of Franchisee’s rights under the Illinois Franchise Disclosure Act or other Illinois law.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Development Agreement on the same date as the Development Agreement was executed.

FRANCHISEE:

By:_____

Title:_____

PAPA JOHN'S INTERNATIONAL, INC.

By:_____

Title: _____

Executed at Louisville, Jefferson County, Kentucky and delivered_____, 2019 (the "Effective Date")

EXHIBIT P-2

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for Papa John's International, Inc. for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

> The general releases required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> Except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement permits you to sue only in the jurisdiction in which we maintain our principal place of business.

2. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this addendum to the disclosure document.

Maryland Amendment to Franchise Agreement

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's International, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 (b) (vi) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vi) You and we must execute and deliver a general release, in the form we prescribe, provided, our release of you will not include a release of any fees or royalties due under this Agreement, any amounts due to us or any of our Affiliates for products or services provided or otherwise payable to us or any of our Affiliates in the ordinary course of business, or any unfulfilled mandatory operational or system requirements (such as image or computer system upgrades or menu or product changes), excluding only such claims as you may have under the Maryland Franchise Registration and Disclosure Law.

2. Section 14 (c) (i) (B) (8) of the Agreement, under the heading "Transfers; Our Rights of First Refusal," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (8) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted by applicable state law, all claims that you or any of them may have against us or our Affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities and, if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law.

4. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following paragraphs:

> This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following paragraph:

> All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Maryland Amendment to Franchise Agreement – Non-Traditional Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's International, Inc. Non- Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 (c) (viii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, excluding only such claims as you may have under the Maryland Franchise Registration and Disclosure Law.

2. Section 14 (c) (vii) of the Agreement, under the heading "Transfers," shallbe deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law;

3. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following paragraphs:

> This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following paragraph:

> All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement – Non-Traditional Restaurant on the same date as the Franchise Agreement – Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

Maryland Amendment to Franchise Agreement – Sponsorship Non-Traditional Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's International, Inc. Sponsorship Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 (c) (viii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, excluding only such claims as you may have under the Maryland Franchise Registration and Disclosure Law.

2. Section 14 (c) (vi) of the Agreement, under the heading "Transfers," shallbe deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vi) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law;

3. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following paragraphs:

> This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following paragraph:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement – Sponsorship Non-Traditional Restaurant on the same date as the Franchise Agreement – Sponsorship Non- Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

Maryland Amendment to Franchise Agreement – Small Town Non-Traditional Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's International, Inc. Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 (c) (vii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, excluding only such claims as you may have under the Maryland Franchise Registration and Disclosure Law.

2. Section 14 (c) (vii) of the Agreement, under the heading "Transfers," shallbe deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, excluding only such claims as the transferor may have under the Maryland Franchise Registration and Disclosure Law;

3. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following paragraphs:

> This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

4. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following paragraph:

> All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement – Small Town Non-Traditional Restaurant on the same date as the Franchise Agreement – Small Town Non- Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

Maryland Amendment to Development Agreement

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's International, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 14 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following paragraphs:

> This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
>
> Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

2. Section 16 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following paragraph:

> All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Development Agreement on the same date as the Development Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Executed at Louisville, Jefferson County, Kentucky
and delivered _____, 201
(the “Effective Date”)

EXHIBIT P-3

New York Disclosure

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

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 Franchise Disclosure Document for Papa John's International, Inc. for use in the State of New York shall be amended as follows:

1. Item 3, "Litigation," shall be amended by the addition of the following text:

Except as otherwise identified in this Item 3:

1. Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action (or a significant number of civil or arbitration actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

2. 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 any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

3. 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 any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or

trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; 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 franchise as a real estate broker or sales agent.

2. The last paragraph under Item 4, "Bankruptcy" is amended by the addition of the following paragraph at the end of the Item:

Except as indicated above, neither the franchisor, nor any predecessor or current officer of the Franchisor, during the ten-year period immediately preceding the date of this disclosure document, has filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; obtained a discharge of its debts under the bankruptcy code; or was a principal officer in 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 one year of the time that the officer or general partner held this position in the company or partnership.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting rows d, j, and w, and the following new rows d, j, and w shall be substituted in their place:

Provision	Section in Franchise Agreement	Summary
d. Termination by you	None	Pursuant to New York General Business Law, the franchisee may terminate the Agreement on the grounds (if any) that are available by law.
j. Assignment of contract by us	Section 14.(b) of Franchise Agreement; Section 10.(a) of Development Agreement	No restriction on our right to assign in the Franchise Agreement or the Development Agreement. However, no assignment will be made except to an assignee who, in Franchisor's judgment, is willing and able to assume the Franchisor's obligation under the agreement.
w. Choice of law	Section 14.(b) of Franchise Agreement; Section of Development Agreement	Kentucky. The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York, Article 33.

4. 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 Amendment to Franchise Agreement

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 Papa John's International, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 (b) (vi) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vi) You and we must execute and deliver a general release, in the form we prescribe, provided, our release of you will not include a release of any fees or royalties due under this Agreement, any amounts due to us or any of our Affiliates for products or services provided or otherwise payable to us or any of our Affiliates in the ordinary course of business, or any unfulfilled mandatory operational or system requirements (such as image or computer system upgrades or menu or product changes), provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 14 (c) (i) (B) (8) of the Agreement, under the heading "Transfers; OurRights of First Refusal," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (8) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted by applicable state law, all claims that you or any of them may have against us or our Affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities and, if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Section 20 (a) (vii) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> (vii) pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement;

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph:

> Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

New York Amendment to Franchise Agreement – Non-Traditional Restaurant

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 Papa John's International, Inc. Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 (c) (viii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 14 (c) (vii) of the Agreement, under the heading "Transfers," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 20 (f) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> (f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph:

Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement – Non-Traditional Restaurant on the same date as the Franchise Agreement – Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

New York Amendment to Franchise Agreement – Sponsorship Non-Traditional Restaurant

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 Papa John's International, Inc. Sponsorship Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 (c) (viii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 14 (c) (vi) of the Agreement, under the heading "Transfers," shallbe deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vi) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 20 (f) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> (f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph:

Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement – Sponsorship Non-Traditional Restaurant on the same date as the Franchise Agreement – Sponsorship Non- Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

New York Amendment to Franchise Agreement – Small Town Non-Traditional Restaurant

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 Papa John's International, Inc. Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 (c) (vii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 14 (c) (vii) of the Agreement, under the heading "Transfers," shallbe deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

> (vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 20 (f) of the Agreement, under the heading "Obligations upon Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

> (f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION

(SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLD ERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph:

Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement – Small Town Non-Traditional Restaurant on the same date as the Franchise Agreement – Small Town Non- Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____
Effective Date: _____

New York Amendment to Development Agreement

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 Papa John's International, Inc. Development Agreement (the "Agreement") agree as follows:

1. Section 14 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 14.(a).

2. Section 14 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

> (c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR AFFILIATE, AND/OR OUR OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANTS ARE LOCATED.

3. The Agreement shall be amended by the addition of the following paragraph:

> Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

4. 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 you are domiciled in or the franchise will be opening 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Development Agreement on the same date as the Development Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Executed at Louisville, Jefferson County, Kentucky and delivered _____, 2019
(the "Effective Date")

EXHIBIT P-4

North Dakota Disclosure

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Papa John's International, Inc. shall be amended by the addition of the following language:

1. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

North Dakota Amendment to Franchise Agreement

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John's International, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. The Franchise Agreement for Papa John's International, Inc. shall be amended by the addition of the following Section 26:

26. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

North Dakota Amendment to Franchise Agreement – Non-Traditional Restaurant

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John's International, Inc. Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. The Non-Traditional Restaurant Franchise Agreement for Papa John's International, Inc. shall be amended by the addition of the following new Section 26:

26. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement – Non-Traditional Restaurant on the same date as the Franchise Agreement – Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.
By: _____

Title: _____

Effective Date: _____

North Dakota Amendment to Franchise Agreement – Sponsorship Non-Traditional Restaurant

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John's International, Inc. Sponsorship Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. The Sponsorship Non-Traditional Restaurant Franchise Agreement for Papa John's International, Inc. shall be amended by the addition of the following new Section 26:

26. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement – Sponsorship Non- Traditional Restaurant on the same date as the Franchise Agreement – Sponsorship Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

North Dakota Amendment to Franchise Agreement – Small Town Non-Traditional Restaurant

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John's International, Inc. Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. The Small Town Non-Traditional Restaurant Franchise Agreement for Papa John's International, Inc. shall be amended by the addition of the following new Section 26:

26. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement – Small Town Non- Traditional Restaurant on the same date as the Franchise Agreement – Small Town Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

North Dakota Amendment to Development Agreement

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John's International, Inc. Development Agreement (the "Agreement") agree as follows:

1. The Development Agreement for Papa John's International, Inc. shall be amended by the addition of the following new Section 17:

17. 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:

A. 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.

B. 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.

C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. 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.

F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. 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.

I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Development Agreement on the same date as the Development Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Executed at Louisville, Jefferson County, Kentucky and delivered _____, 2019 (the "Effective Date")

EXHIBIT P-5

Rhode Island Disclosure

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Papa John's International, Inc. for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

> Section 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. This addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the disclosure document.

Rhode Island Amendment to Franchise Agreement

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 Papa John's International, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following:

> Section 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. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Rhode Island Amendment to Franchise Agreement – Non-Traditional Restaurant

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 Papa John's International, Inc. Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following:

> Section 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. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement – Non-Traditional Restaurant on the same date as the Franchise Agreement – Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

Rhode Island Amendment to Franchise Agreement – Sponsorship Non-Traditional Restaurant

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 Papa John's International, Inc. Sponsorship Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following:

> Section 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. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement – Sponsorship Non- Traditional Restaurant on the same date as the Franchise Agreement – Sponsorship Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

Rhode Island Amendment to Franchise Agreement – Small Town Non-Traditional Restaurant

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 Papa John's International, Inc. Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following:

> Section 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. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement – Small Town Non-Traditional Restaurant on the same date as the Franchise Agreement – Small Town Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

Rhode Island Amendment to Development Agreement

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 Papa John's International, Inc. Development Agreement (the "Agreement") agree as follows:

1. Section 14 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following:

> Section 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. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Development Agreement on the same date as the Development Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Executed at Louisville, Jefferson County, Kentucky and delivered _____, 2019 (the "Effective Date")

Exhibit P-6

South Dakota Amendment to Franchise Agreement

1. Items 1 and 5 are amended by adding the following paragraph:

Under all Development Agreements and Franchise Agreements that are SDCL 37-5B-5, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Executed at Louisville, Jefferson County, Kentucky and delivered _____, 2019 (the "Effective Date")

Exhibit P-7

Washington Amendment to Franchise Agreement

In recognition ofthe requirements of Washington Statute RCW 19.100.180 and the policies ofthe office of the Washington Department of Financial Institutions, Securities Division, the parties to the attached Papa John's International, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement for Papa John's International, Inc. shall be amended by the addition of the following Section 26:

26. The parties acknowledge and agree that they have been advised that the Washington Department of Financial Institutions, Securities Division, has determined the following Agreement provisions are unfair, unjust or inequitable to Washington franchisees:

A. Situs of Arbitration Proceedings: Any provision requmng that arbitration proceedings take place outside of the state of Washington. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

B. Conflict of Laws. Any provision which specifies that any and all claims arising under Washington franchise law will be governed by the laws of a state other than Washington. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

C. Release or Waiver of Rights. Any release or waiver of rights executed by a franchisee that requires a franchisee to release and waive rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for a claim under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

D. Transfer Fees. Any provision that does not accurately represent that transfer fees are only collectable to the extent that they reflect the Franchisor's reasonable, estimated, or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISEE:

By: ----------

Title: ----------

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: ----------

Effective Date: ----------

Washington Amendment to Development Agreement

In recognition of the requirements of Washington Statute RCW 19.100.180 and the policies of the office of the Washington Department of Financial Institutions, Securities Division, the parties to the attached Papa John's International, Inc. Development Agreement (the "Agreement") agree as follows:

1. The Development Agreement for Papa John's International, Inc. shall be amended by the addition ofthe following Section 17:

17. The parties acknowledge and agree that they have been advised that the Washington Department of Financial Institutions, Securities Division, has determined the following Agreement provisions are unfair, unjust or inequitable to Washington franchisees:

A. Situs of Arbitration Proceedings: Any provision requmng that arbitration proceedings take place outside of the state of Washington. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state ofWashington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

B. Conflict of Laws. Any provision which specifies that any and all claims arising under Washington franchise law will be governed by the laws of a state other than Washington. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

C. Release or Waiver of Rights. Any release or waiver of rights executed by a franchisee that requires a franchisee to release and waive rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute oflimitations period for a claim under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

D. Transfer Fees. Any provision that does not accurately represent that transfer fees are only collectable to the extent that they reflect the Franchisor's reasonable, estimated, or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Amendment to the Development Agreement on the same date as the Development Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN 'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _ _ _ _ _ _ _ _ _ _ _ _

Washington Amendment to Franchise Agreement- Sponsorship Non-Traditional Restaurant

In recognition ofthe requirements ofWashington Statute RCW 19.100.180 and the policies ofthe office of the Washington Department of Financial Institutions, Securities Division, the parties to the attached Papa John's International, Inc. Franchise Agreement – Sponsorship Non-Traditional Restaurant (the "Agreement") agree as follows:

1. The Agreement for Papa John's International, Inc. shall be amended by the addition of the following Section 26:

26. The parties acknowledge and agree that they have been advised that the Washington Department of Financial Institutions, Securities Division, has determined the following Agreement provisions are unfair, unjust or inequitable to Washington franchisees:

A. Situs of Arbitration Proceedings: Any provision requmng that arbitration proceedings take place outside of the state of Washington. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

B. Conflict of Laws. Any provision which specifies that any and all claims arising under Washington franchise law will be governed by the laws of a state other than Washington. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

C. Release or Waiver of Rights. Any release or waiver of rights executed by a franchisee that requires a franchisee to release and waive rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for a claim under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

D. Transfer Fees. Any provision that does not accurately represent that transfer fees are only collectable to the extent that they reflect the Franchisor's reasonable, estimated, or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Amendment to the Franchise Agreement- Sponsorship Non-Traditional Restaurant on the same date as the Franchise Agreement- Sponsorship Non-Traditional Restaurant was executed.

FRANCHISEE:

By: ----------

Title: ----------

PAPA JOHN'S INTERNATIONAL, INC.

By: ----------

Title: ----------

Effective Date: ----------

Washington Amendment to Franchise Agreement – Small Town Non-Traditional Restaurant

In recognition of the requirements of Washington Statute RCW 19.100.180 and the policies of the office of the Washington Department of Financial Institutions, Securities Division, the parties to the attached Papa John's International, Inc. Franchise Agreement – Small Town Non-Traditional Restaurant (the "Agreement") agree as follows:

1. The Agreement for Papa John's International, Inc. shall be amended by the addition of the following Section 26:

26. The parties acknowledge and agree that they have been advised that the Washington Department of Financial Institutions, Securities Division, has determined the following Agreement provisions are unfair, unjust or inequitable to Washington franchisees:

A. Situs of Arbitration Proceedings: Any provision requmng that arbitration proceedings take place outside of the state of Washington. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

B. Conflict of Laws. Any provision which specifies that any and all claims arising under Washington franchise law will be governed by the laws of a state other than Washington. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

C. Release or Waiver of Rights. Any release or waiver of rights executed by a franchisee that requires a franchisee to release and waive rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for a claim under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

D. Transfer Fees. Any provision that does not accurately represent that transfer fees are only collectable to the extent that they reflect the Franchisor's reasonable, estimated, or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Amendment to the Franchise Agreement- Small Town Non-Traditional Restaurant on the same date as the Franchise Agreement- Small Town Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

Washington Amendment to Franchise Agreement- Non-Traditional Restaurant

In recognition ofthe requirements ofWashington Statute RCW 19.100.180 and the policies ofthe office of the Washington Department of Financial Institutions, Securities Division, the parties to the attached Papa John's International, Inc. Franchise Agreement – Non-Traditional Restaurant (the ''Agreement'') agree as follows:

1. The Agreement for Papa John's International, Inc. shall be amended by the addition of the following Section 26:

26. The parties acknowledge and agree that they have been advised that the Washington Department of Financial Institutions, Securities Division, has determined the following Agreement provisions are unfair, unjust or inequitable to Washington franchisees:

A Situs of Arbitration Proceedings: Any provision requmng that arbitration proceedings take place outside of the state of Washington. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

B. Conflict of Laws. Any provision which specifies that any and all claims arising under Washington franchise law will be governed by the laws of a state other than Washington. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.I 00 RCW shall prevail.

C. Release or Waiver of Rights. Any release or waiver of rights executed by a franchisee that requires a franchisee to release and waive rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute oflimitations period for a claim under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

D. Transfer Fees. Any provision that does not accurately represent that transfer fees are only collectable to the extent that they reflect the Franchisor's reasonable, estimated, or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington Amendment to the Franchise Agreement- Non-Traditional Restaurant on the same date as the Franchise Agreement -Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S INTERNATIONAL, INC.

By: _____

Title: _____

Effective Date: _____

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	03/24/2023
Indiana	03/24/2023
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	03/24/2023
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.

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 Papa John's Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) in NY, at the earlier of your first personal meeting to discuss the franchise, or 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) in IA, at the first personal meeting or 14 days before you sign the franchise or other agreement or you pay us any funds that relate to the franchise relationship (whichever happens first), or (d) in MI, at least 10 business days before you sign any binding agreement or pay us any consideration, whichever happens first.

If Papa John's Franchising, 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 appropriate state agency identified on Exhibit A.

The only sellers offering the franchise described in this disclosure document are: Amanda Clark, telephone 502-261-7272, e-mail Amanda_Clark@papajohns.com; Jennifer Pecoraro-Striepling, telephone 813-451-0859, e-mail Jennifer_Striepling@papajohns.com; Kristin Goedke, telephone 410-419-2294, e-mail Kristin_Goedke@papajohns.com; and Jasmine Britt, telephone 480-251-5467; email Jasmine_Britt@papajohns.com. These sellers may be contacted by mail at P.O. Box 99900, Louisville, Kentucky 40269, street address 2002 Papa John's Boulevard, Louisville, Kentucky 40299 or by fax at 502-261-4799.

This disclosure document was issued March 24, 2023. We authorize the respective state agencies identified o n Exhibit A to receive service of process for Papa John's Franchising, LLC in the particular state.

I have received a disclosure document dated March 24, 2023 that included the following Exhibits:

A	State Agencies/Agents for Service of Process	I	Operating Manual Table of Contents
B	Franchise Agreement	J	Cooperative By-Laws
C	Oven Lease	K	Owner Agreement
D-1	Franchise Agreement — Non-Traditional Restaurant	L	Form of Authorization to Transfer
		M	List of Franchisees
D-2	Franchise Agreement – Small-Town Non-Traditional Restaurant	N	Exhibit to Item 20
		O	Financial Statements
E	Development Agreement	P	State-Specific Disclosures and State-Specific Agreement Amendments
F	Authorization of Automatic Withdrawal		
G	Cheese Purchase Agreement	Q	State Effective Dates
H	Advertising Agreement	R	Receipts

_____ _____

Date Franchisee Signature

_____

Printed Name

Please keep this copy

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 Papa John's Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) in NY, at the earlier of your first personal meeting to discuss the franchise, or 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) in IA, at the first personal meeting or 14 days before you sign the franchise or other agreement or you pay us any funds that relate to the franchise relationship (whichever happens first), or (d) in MI, at least 10 business days before you sign any binding agreement or pay us any consideration, whichever happens first.

If Papa John's Franchising, 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 appropriate state agency identified on Exhibit A.

The only sellers offering the franchise described in this disclosure document are: Amanda Clark, telephone 502-261-7272, e-mail Amanda_Clark@papajohns.com; Jennifer Pecoraro-Striepling, telephone 813-451-0859, e-mail Jennifer_Striepling@papajohns.com; Kristin Goedke, telephone 410-419-2294, e-mail Kristin_Goedke@papajohns.com; and Jasmine Britt, telephone 480-251-5467; email Jasmine_Britt@papajohns.com. These sellers may be contacted by mail at P.O. Box 99900, Louisville, Kentucky 40269, street address 2002 Papa John's Boulevard, Louisville, Kentucky 40299 or by fax at 502-261-4799.

This disclosure document was issued March 24, 2023. We authorize the respective state agencies identified o n Exhibit A to receive service of process for Papa John's Franchising, LLC in the particular state.

I have received a disclosure document dated March 24, 2023 that included the following Exhibits:

A	State Agencies/Agents for Service of Process	I	Operating Manual Table of Contents
B	Franchise Agreement	J	Cooperative By-Laws
C	Oven Lease	K	Owner Agreement
D-1	Franchise Agreement — Non-Traditional Restaurant	L	Form of Authorization to Transfer
		M	List of Franchisees
D-2	Franchise Agreement – Small-Town Non-Traditional Restaurant	N	Exhibit to Item 20
		O	Financial Statements
E	Development Agreement	P	State-Specific Disclosures and State-Specific Agreement Amendments
F	Authorization of Automatic Withdrawal		
G	Cheese Purchase Agreement	Q	State Effective Dates
H	Advertising Agreement	R	Receipts

_____ _____

Date Franchisee Signature

_____

Printed Name

Please sign, date, and return this copy to Papa John's Franchising, LLC