WordPerfect Document Compare Summary

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Deletions are shown with the following attributes and color:
~~Strikeout~~, Blue RGB(0,0,255).
Deleted text is shown as full text.
Insertions are shown with the following attributes and color:
Double Underline, Redline, Red RGB(255,0,0).
Moved blocks are marked in the new location, and only referenced in the old location.
Moved block marks are shown in the following color:
Orange RGB(255,200,0).

The document was marked with 597 Deletions, 550 Insertions, 1 Move.

FRANCHISE DISCLOSURE DOCUMENT

Papa John's International, Inc.
A Delaware Corporation
P.O. Box 99900
2002 Papa John's Boulevard
Louisville, Kentucky 40269-0900
(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). THIS DISCLOSURE DOCUMENT IS APPLICABLE ONLY TO FRANCHISES TO BE LOCATED IN THE UNITED STATES, EXCLUDING ALASKA AND HAWAII.

The total investment necessary to begin operation of a standard Papa John's franchise is $130,120 to $844,420. This includes up to $73,920 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 $26,500 to $388,920. This includes up to $56,420 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, and there is no minimum.

The total investment necessary to begin operation of a standard Papa John’s franchised business under the Development Agreement is $130,120 to $844,420. This includes $23,420 to $73,920 (20189 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 Anthony Hellmueller at P.O. Box 99900, Louisville, Kentucky 40269, telephone 502-261-4844, or by e-mail Anthony_Hellmueller@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 April ~~29~~15, 20~~19~~20.

STATE COVER PAGE

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

Call the state franchise administrator listed on Exhibit A for information about the franchisor, or about franchising in your state.

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

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

1. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT REQUIRE YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION AND LITIGATION ONLY IN KENTUCKY. OUT-OF-STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE OR LITIGATE WITH US IN KENTUCKY THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT AND DEVELOPMENT AGREEMENT STATE THAT KENTUCKY LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Issue Date: April ~~29~~15, 20~~19~~20

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CALIFORNIA PREFACE

Our website's url is www.papajohns.com.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov.

(COVER PAGES FOR MICHIGAN RESIDENTS ONLY)

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

a. A prohibition on the right of a franchisee to join an association of franchisees.

b. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

c. A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

d. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

e. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

f. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

g. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from

exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(1) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(2) The fact that the proposed transferee is competitor of the franchisor or subfranchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

h. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

i. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENFORCEMENT BY THE ATTORNEY GENERAL.

(COVER PAGES FOR MICHIGAN RESIDENTS ONLY)

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
6520 Mercantile Way
Lansing, Michigan 48913
Telephone Number: (517) 373-3800

ADDITIONAL DISCLOSURES FOR MICHIGAN. Notwithstanding paragraph f of the Michigan cover pages, Papa John's International, Inc. intends to enforce fully the provisions of the arbitration section contained in its Franchise Agreement. Papa John's International, Inc. believes that paragraph (f) is unconstitutional and cannot preclude it from enforcing its arbitration section.

(COVER PAGES FOR MICHIGAN RESIDENTS ONLY)

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

The Franchisor is Papa John's International, Inc. For ease of reference, Papa John's International, Inc. 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 Delaware corporation incorporated on July 25, 1991. We do business as Papa John's International, Inc. and Papa John's. Our principal business address is P.O. Box 99900, 2002 Papa John's Boulevard, Louisville, Kentucky 40269-0900. We operate and sell franchises for the operation of pizza businesses known as Papa John's restaurants. We also sell certain items to our franchisees.

Papa John's Pizza was started in March of 1984 by BAM, Inc., an Indiana corporation which operated a restaurant and tavern. Our founder, John H. Schnatter, was a principal of BAM, Inc. BAM, Inc.'s principal business address was 1448 Gateway Plaza, Jeffersonville, Indiana. The Papa John's pizza business of BAM, Inc. was acquired by our predecessor, Schnatter & Ehringer, Inc., in December of 1985. Our founder was a founder and principal of Schnatter & Ehringer, Inc., which was originally incorporated in Indiana on December 16, 1985 and subsequently changed its name to Schnatter-Ehringer, Inc. Schnatter-Ehringer, Inc. changed its name to Papa John's International, Inc. (hereinafter referred to as "PJ Indiana") in October of 1989. In November, 1991, PJ Indiana was merged into Papa John's. That transaction changed our corporate domicile from Indiana to Delaware.

As a result of the merger, PJ Indiana ceased to exist. PJ Indiana's principal place of business was 11492 Bluegrass Parkway, Suite 175 Louisville, Kentucky 40299. All of the issued and outstanding stock of BAM, Inc. was sold by our founding stockholders in March of 1987, and at present neither we nor any of our officers or directors have any interest in BAM, Inc.

As of December 30, 2018~~8~~9, we owned and operated ~~645~~598 restaurants in the United States and intend to own and operate additional restaurants in the future directly or through our affiliates, including our wholly-owned subsidiary Papa John's USA, Inc., a Kentucky corporation, organized on January 17, 1991 ("PJ USA"). We also own a majority interest in one franchisee that operates 8~~5~~6 restaurants, one franchisee that operates 9~~5~~4 restaurants, and one franchisee that operates ~~3~~4 restaurants.

We have another wholly-owned subsidiary, PJ Food Service, Inc., a Kentucky corporation, organized in December, 1991 ("PJ Food Service"). 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's principal business address is the same as ours. 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.

Another wholly-owned subsidiary, Preferred Marketing Solutions, Inc. ("PMS"), formerly Papa John's Support Services, Inc., also formerly Printing and Promotions, Inc., and before that Novel Approach Promotions, Inc., a Kentucky corporation incorporated in September of 1993, provides franchisees with catalogs from which smallwares, uniforms, promotional items and pre-approved, printed marketing materials can be ordered. We acquired PMS in September of 1993. PMS's principal business address is 2001 Papa John's Boulevard, Louisville, Kentucky 40299. PMS also does business under the name Preferred Printing and Promotions.

Finally, Capital Delivery, Ltd., a wholly-owned subsidiary ("CDL"), a Kentucky corporation organized in March of 1995, provides financing to certain franchisees as described in Item 10. CDL's principal business address is the same as ours.

Papa John's agents for service of process in those states that require franchise registration and in which we are registered are disclosed in **Exhibit A**.

The Papa John's franchise that we offer is a retail restaurant devoted primarily to the sale of pizza and related food products. 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. We also currently offer development incentive programs. The eligibility requirements for the incentive programs are described on the following pages. 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 a franchise agreement (the "Franchise Agreement") in the form attached as **Exhibit B**. This Franchise Agreement governs the construction and operation of the restaurant at the approved location. There are separate fees paid under the Development Agreement and the Franchise Agreement.

In 20~~19~~20, Papa John's will offer various incentive programs for the opening of a traditional restaurant. In order to qualify for the benefits offered under the 20~~19~~20 incentives for traditional restaurants, you must remain in good standing under your Development Agreement and/or Franchise Agreements and current in amounts owed to us or our affiliates. Also, 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 incentives that are based on a specified date. A promotional, token, or "soft" opening of a restaurant followed by

closure for 48 hours or more does not constitute "open and operating" for purposes of the Development Schedule. If a restaurant does not open on time, some or all of the incentives may be withheld at Papa John's discretion, and the Development Agreement deposit will not be refunded. If you fail to maintain good standing status, we may: (a) required payment of our standard fees for each restaurant; and (b) revoke the Royalty reduction and begin collecting then-current Royalty rate.

The 20~~19~~20 U.S. Development Agreement is available if an Area Developer signs a new Development Agreement on or before December ~~30~~27, 20~~19~~20. The benefits of this incentive include: (1) waiving of the Initial Franchisee Fee; (2) reduced Royalty schedule for the first six years; (3) PJUSA providing a set of Middleby-Marshall WOW ovens subject to certain lease terms and qualifications; (3) refund of the $5,000 Development Agreement Deposit for each restaurant that opens on or before its scheduled opening date; (4) $5,000 to be spent on marketing materials for a store Grand Opening package; ~~and~~ (5) $2,500 Preferred Marketing credit will be given in second month of operation; and (6) $3,000 PJ Food Service credit for each restaurant that opens on or before the scheduled opening date.

The 20~~19~~20 U.S. Military Development Incentive Program is available for current military and veterans who sign a new Development agreement on or before December ~~30~~27, 20~~19~~20. The benefits of this incentive include: (1) waiving of the Initial Franchisee Fee; (2) reduced Royalty schedule for the first six years; (3) PJUSA providing a set of Middleby-Marshall WOW ovens subject to certain lease terms and qualifications; (3) refund of the $5,000 Development Agreement Deposit for each restaurant that opens on or before its scheduled opening date; (4) $5,000 to be spent on marketing materials for a store Grand Opening package; (5) $2,500 Preferred Marketing credit will be given in second month of operation; and (6) PJ Food Service will issue a food credit of $3,000 for restaurants that open on time~~; and (7) franchisee will receive a $25,000 Working Capital Loan~~.

Reopening a Papa John's restaurant that was previously closed by a different franchisee may be included in the incentive programs mentioned above, at our discretion. The 20~~19~~20 Development Incentive and the Military Development Incentive do not apply to: (a) relocations; (b) restaurants that are already open and operating; or (c) restaurants already scheduled to open under an existing Development Agreement.

To qualify for these incentives, certain contingencies exist, including, but not limited to, (a) supporting and voting in accordance with our recommended position in each Papa John's system vote involving the Papa John's Marketing Fund, Inc. for a period of one year after opening date of each restaurant, which we may effect by use of a signed proxy; and (b) supporting and implementing any Papa John's recommended national pricing.

We also offer a program pursuant to which we, in our discretion, 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. Otherwise, all references to a Papa John's restaurant include Non-Traditional Restaurants and all references to "Non-Traditional Restaurant" include Sponsorship Non-Traditional Restaurants.

Eligibility of any Non-Traditional Restaurant for participation in the 20~~19~~20 Development Incentive Program is at the sole discretion of Papa John's. The benefits of this incentive for Non-Traditional Restaurants include: (1) waiving of the Initial Franchisee Fee; (2) 0% Royalty for the first six months beginning on the scheduled opening date; (3) PJUSA providing a set of Middleby-Marshall WOW ovens subject to certain lease terms and qualifications or if the facility has existing ovens approved by Papa John's, an opening award of $10,000 will be paid instead; (3) refund of the $5,000 Development Agreement Deposit for each restaurant that opens on or before its scheduled opening date; and (4) PJ Food Service will issue a $3,000 food credit for restaurants that open at least 30 days prior to the scheduled opening date (convenience store locations will receive a one-time credit of $1,500 direct mail marketing campaign in lie of the opening food credit).

Papa John's offers a Small-Town Incentive Program exclusively for new restaurants located in trade areas with household counts fewer than 6,000 households pursuant to a new Development Agreement entered into before December ~~30~~27, 20~~19~~20. The benefits of this incentive include: (1) waiving of the Initial Franchisee Fee subject to deposit and qualification provisions; (2) reduced Royalty schedule for the first five years; (3) PJUSA providing a set of Middleby-Marshall WOW 740 ovens subject to certain lease terms and qualifications; and (4) $1,500 Preferred Marketing credit to be used on direct mail marketing campaign.

Stadium and arena locations are not eligible to receive the 20~~19~~20 Development Incentive, but may receive a waived Initial Franchise Fee. Typically, to qualify for participation in development incentives, we require a Non-Traditional Restaurant to be scheduled to be opened a minimum of 100 days per year (for example, a stadium location that is open only ten days a year would not qualify).

If you operate a Small Town Non-Traditional Restaurant, you will not be required to make any separate payment to the Marketing Fund or the Cooperative. After ten (10) years, we will reevaluate the market. If the trade area has grown beyond 6,000 households, we may, in our discretion, require that further renewals will be on our standard terms for a traditional Papa John's Restaurant. In that case, you will be required to operate under the terms of the standard Papa John's Franchise Agreement, including payment of the full royalty, and full Marketing Fund and Cooperative contributions required of traditional Papa John's Restaurants. 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.

Papa John's also offers a Development Incentive to Re-open Recently Closed Papa John's Restaurants. This incentive is offered as an alternative to the 20~~19~~20 Development Incentive for new and existing franchisees who wish to open recently closed Papa John's restaurants. The benefits of this incentive include: (1) waiving of the Initial Franchisee Fee; (2) reduced Royalty schedule for the first six years; (3) $10,000 for local store marketing grand re-opening program as developed by Papa John's Marketing department; (3) after the first year of re-opening the restaurant, Papa John's will pay up to $10,000 for a local store marketing program during the second year of operations; and (4) refund of the $5,000 Development Agreement Deposit for each restaurant that opens on or before its scheduled opening date.

Papa John's restaurants are characterized by a distinctive 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 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 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 use in connection with the System from time to time (the "Marks").

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.

Generally, there are no regulations specific to the operation of a quick service restaurant, although you will be required to comply with all local, state and federal health and sanitation laws in the operation of your restaurant. There may be other laws applicable to your business and we urge you to make further inquiries about these laws.

Our predecessor, BAM, Inc., sold pizza under the name "Papa John's Pizza" from March of 1984 through December of 1985. During the period that BAM, Inc. operated the Papa John's Pizza business, no franchises were offered or sold. As described above, PJ Indiana acquired the Papa John's Pizza business from BAM, Inc. and, from December of 1985 to November of 1991, conducted a business of the type to be conducted by our franchisees. PJ Indiana offered franchises from January 1986 until November 1991. During the period PJ Indiana operated the Papa John's Pizza business, 77 franchises were sold. We are the successor to all the rights and obligations of PJ Indiana and continue to operate Papa John's restaurants directly or through PJ USA, and we have offered the franchises described in this Disclosure Document since the merger.

We do not now, and except as described below, neither Papa John's nor any parent, predecessors or affiliates have ever offered franchises in other lines of business. In 1999, we 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, we franchised the Perfect Pizza brand exclusively in the United Kingdom. In March 2006, we sold all of our interest in the Perfect Pizza business. From September 1998 until March 2008, we franchised one restaurant in East Lansing, Michigan under the alternative trade name "Papiano's." Except for the alternative trade name, this restaurant operated under the Papa John's system. The restaurant closed in May 2008.

ITEM 2: BUSINESS EXPERIENCE

Chief Executive Officer and President ~~and Director: Steve Ritchie~~

~~Steve Ritchie was appointed to the Papa John's Board of Directors in February 2019. Steve began with Papa John's as a general manager in 1996. From 2000 to 2003, he served as an area supervisor in the Louisville, Kentucky market. From 2003 to 2006, he was Director of Operations in our Midwest Division. From 2006 to 2010, he was principal operator for Capital Pizza, a Papa John's franchisee. From July to December 2010 he served as our Vice President, Global Operations Support & Training and was promoted to Senior Vice President, North American Operations in December 2010. He was then promoted to Senior Vice President, Global Operations and Global Operations Support and Training in May 2013. He was named President and Chief Operating Officer in May 2014. He was promoted to~~: Robert M. Lynch

Robert Lynch was appointed as President and Chief Executive Officer ~~and President in December 2017. Mr. Ritchie has owned an interest in one or more of our franchisees since 2006.~~

~~Vice President - North American Franchise Operations: Simon Smith~~

~~Simon Smith~~in August 2019. He joined Papa John's ~~in April 2006 as a Franchise Business Director. He was promoted to Division~~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 ~~for the West Division in July 2012 and was named Vice President North American Franchise Operations in May 2014.~~of Marketing at Taco Bell. He has more than 20 years combined experience in the quick service restaurant and consumer packaged good industries, and also held senior roles at HJ Heinz Company and Procter and Gamble.

Chief Restaurant Operations Officer: Jim Norberg

Jim Norberg began his career with Papa John's in 2019 as Chief Restaurant Operations Officer. From 2016 to 2019, Jim worked as an independent consultant for JN Consulting in Los Angeles, California. From 1981 to 2015, he worked in various roles at McDonald's Corporation in Oak Brook, Illinois, serving as Executive Vice President/Chief Operating Officer from 2014 to 2015. Jim currently serves as a member on the Board of Directors for Out & Equal Workplace Advocates in San Francisco, California.

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 - West Division: ~~Rick Thompson~~

~~Rick Thompson joined Papa John's as an Area Supervisor in September 2001. He became a~~Michael L. Meche

Mr. Meche has been with Papa John's since 1993, beginning as a shift leader in Carrollton, Texas. From 2009 to 2011, he served as Director of Operations in ~~August~~the Dallas, Texas market. In 20~~0~~12 ~~and Corporate~~he was named Operations Vice President ~~in July 2004~~for the Phoenix, Arizona and Denver, Colorado markets.~~-~~ He was named Division Vice President - ~~Southeast Division in June 2013 and then moved to the~~ West Division in May 2014 and then Vice President - Corporate Operations in May 2016. In April 2020, he reassumed responsibility for oversight of franchise operations in our West Division.

Divisional Vice President - Southeast Division: Bobby Meroney

Bobby Meroney has been with Papa John's in various restaurant operations roles for 21 years. In March 2011, he was named Operations Vice President and in May 2016 he was appointed Division Vice President for the Southeast Division. Mr. Meroney has owned

an interest in one or more Papa John's franchisees since September 2016.

Divisional Vice President - Northeast Division: Scott Durigg

Scott Durigg began his career with Papa John's in January 1995 as a Franchise Consultant. From January 1999 until October 2014, her served as a Regional Franchise Director and from October 2004 to May 2014 as a Franchise Business Director. Scott then served as an Operations Vice President from May 2014 to August 2015. He became Division Vice President for the Northeast Division in August 2015.

~~Senior~~
Chief Legal Officer - Caroline M. Oyler

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

Principal Financial and Accounting Officer: Steven R. Coke

Steven R. Coke, 41, was appointed to the positions of Principal Financial and Accounting Officer of the Company on an interim basis, effective March 9, 2020. Mr. Coke has served as the Company's Vice President ~~& Chief Financial Officer: Joe Smith~~

~~Joe Smith was named~~of Investor Relations and Strategy since February 2018. In addition, he served in the positions of Principal Financial and Accounting Officer of the Company during March and April 2018, while the Company searched for a permanent replacement for Lance Tucker, the Company's former Chief Financial Officer ~~in April 2018. He joined Papa John's~~and Chief Administrative Officer. Mr. Coke served as Vice President, Strategic Planning since January 2015, after serving as Senior Director ~~of Financial Reporting in May 2000. He was promoted to Vice President of Corporate Finance in July 2005, to~~, Strategy since April 2012.

Chief Development Officer: Amanda M. Clark

Amanda Clark began her career with Papa John's in February 2020. 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, ~~International Finance & Development in January 2007, and was named~~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~~, Global Sales and Development in December 2015. In April 2018, he became Chief Financial Officer of Papa John's~~ 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.

Vice President - Development: Don Graham

Don Graham was hired by Papa John's as Senior Director of Development in April 2000. He was promoted to Vice President - Development in August 2007.

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.

Senior Vice President, 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.

Senior Vice President, Menu Strategy & Innovation: Paul Fabre

Paul Fabre joined Papa John's as Vice President, R&D Global in December 2014. In August 2017, he was named Vice President, R&D/QA Global. He became Senior Vice President, Menu Strategy & innovation in October 2018. From April 2013 to December 2014, he was Vice President, R&D and Innovation for Bloomin Brands in Tampa, Florida, operator of the Outback Steakhouse restaurant concept.

~~Executive Vice President, Chief Operating & Growth Officer: Mike Nettles~~

~~Mike Nettles was appointed Executive Vice President, Chief Operating & Growth Officer in October 2018. He was named Senior Vice President, Chief Information and Digital Officer of Papa John's in February 2017. From July 2012 to July 2016~~

Chief Marketing Officer: Max Wetzel

Max Wetzel joined Papa John's as Chief Commercial and Marketing Officer in November 2019. Prior to joining Papa John's, Max served as Vice President North America Consumer Products and Chief Transformation Officer from 2018 to 2019 for PPG. From 2016 to 2018, he served as Vice President~~, Enterprise Architecture and IT Strategy of Panera Bread Company in St. Louis, Missouri. From 2009 to July 2016, Mr. Nettles served as President of Red Chair Ventures LLC, in Geneva, Illinois, a hospitality technology strategy consulting services company that he founded.~~

~~Senior Vice President, Globa~~ North America Consumer Products and Global Chief Marketing Officer for PPG. From 2014 to 2016, he served as General Manager, North America Home Centers and North America Chief Marketing Officer~~: Karlin Linhardt~~

~~Karlin Lindhardt was hired as Senior Vice President, Global Marketing Officer in April 2019. From January 2018 to March 2019, he was Managing Partner, Strategic Planning for Sentinel Holdings. From April 2017 to December 2017 he was Senior Vice President, North America for Subway, based in Milford, CT. From 2010 to October 2017, he served as a Member on the Board of Directors~~ for ~~Perkins & Marie Callender's, LLC. From January 2016 to April 2017, he worked as a Category Leader for Digital Strategy & Solutions for QSR/restaurant brands for Accenture Interactive, based in Minneapolis, MN. From 2014 to 2015 he worked as Vice President, Strategic Partnerships for Merkle, based in Columbia, MD. From 2011 to 2015 he worked as a Strategic Advisor for InStadium, based in Chicago, IL~~PPG.

Senior Vice President, Chief Brand Officer: Melissa Richards-Person

Melissa Richards-Person was appointed Senior Vice President, Chief Brand Officer in October 2018. She was hired as Senior Director of Advertising and Promotions for Papa John's in August 2009. In May 2012 she was named Senior Director, Field and Regional Marketing and was promoted to Vice President, Partnerships and Field Marketing in May 2013. In February 2014, she was named Vice President, Global Field Marketing.

Vice President, Field & Strategic Sales Marketing: Christy S. Johnson

Christy Johnson began her career with Papa John's in July 2001 as a Marketing Specialist. From August 2010 to June 2012 she served as Regional Marketing Director, Central Midwest Division. In June 2012, she was promoted to Senior Director of Field Marketing and she was named Vice President, North American Marketing in September 2015.

Senior Vice President, Customer Experience: Anne Fischer

Anne Fischer joined Papa John's as Marketing Director in the Orlando, Florida market in 2013. In February 2015, she became Senior Director of Marketing. She was promoted to Vice President of Marketing in May 2017 and in October 2018, she was named Senior Vice President, Customer Experience.

Director: Christopher L. Coleman

Christopher Coleman was appointed to the Papa John's board of directors in October 2012. Since 1989, Mr. Coleman has been employed by N M Rothschild & Sons Limited, a financial services company headquartered in London, England, where he currently serves as Head of Banking and Managing Director.

Director: Michael Dubin

Michael Dubin was appointed to the Papa John's Board of Directors in March 2019. Mr. founded Dollar Shave Club, a company based in Venice, California, that

delivers razors and other personal grooming products to customers by mail. He has served as CEO of Dollar Shave Club since its founding in 2011.

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. From June 2012 to May 2014, she served as Executive Chairman of International Lease Finance Corporation, an aircraft leasing company headquartered in Los Angeles, California. From 2009 to 2012 she served as a Board member of American International Group, an insurance company based in New York and she currently serves as a board member of Hillshire Brands, a food company based in Chicago, Illinois, and Celestica, an electronics manufacturing services company headquartered in Toronto, Canada. Ms. Koellner retired from the Boeing Company, an aircraft company with its corporate headquarters in Chicago, after 30 years of service.

Director: Jocelyn Mangan

Jocelyn Mangan was appointed to the Papa John's Board of Directors in March 2019. Ms. Mangan is CEO of Him For Her, a not-for-profit venture based in Oakland, California, which she founded in May 2018, with the aim of accelerating diversity on for-profit boards. From May 2016 to February 2017, she was Chief Marketing and Product Officer of Snagajob, a staffing company based in Washington, D.C., where she also served as Chief Operating Officer from February 2017 to April 2018. From May 2012 to October 2015, she was employed at OpenTable, an online restaurant reservation company based in San Francisco, California, where she served as Vice President, Consumer Product Management from May 2012 to May 2014 and Senior Vice President, Product Management from May 2014 to October 2015.

Director: Sonya E. Medina

Sonya Medina was appointed to the Papa John's board of directors in September 2015. She has served as a consultant to the city of San Antonio since March 2015 and since July 2013 she has also served as a consultant to Silver Eagle Distributors, a beverage distribution company in Houston, Texas. From 2009 to 2013 she served as Vice President, Community and External Affairs for Silver Eagle Distributors.

Director: Shaquille O'Neal

Mr. O'Neal was appointed to the Board of Directors in March 2019. His 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. From March 2010 to October 2018, he served as Chief Executive Officer of Pinnacle Entertainment, a gambling and hospitality company based in Las Vegas, Nevada, where he also served as a member of the board of directors from May 2017 to October 2018. Since the sale of Pinnacle Entertainment in October 2018, Mr. Sanfilippo has been self-employed as an independent investor.

~~Director: John H. Schnatter~~

~~John Schnatter created the Papa John's concept and founded our predecessor, PJ Indiana, in 1985. From 1983 to 1987, Mr. Schnatter was a director, shareholder and president of the predecessor, BAM, Inc. He served as Chairman of the Board of Papa John's from 1991 to July 2018 and also as Chief Executive Officer from 1991 to 2004. He reassumed the role of Chief Executive Officer in January 2009 and held that position until December 2017. Mr. Schnatter has owned an interest in one or more of our franchisees since 1986. Since resigning as our CEO, Mr. Schnatter has continued to pursue his interest in the Papa John's concept, by continuing to serve on our board of directors and as owner of one or more Papa John's franchises. As of the date of this disclosure document, he has not pursued any other occupation.~~

~~Director: Mark Shapiro~~

~~Mark Shapiro was appointed to the Papa John's Board of Directors in February 2011. Since May 2010, Mr. Shapiro has served as Chief Executive Officer of Dick Clark Productions, a leading independent producer of television programming with headquarters in Santa Monica, California. From 2005 to 2010 he was President and Chief Executive Officer of Six Flags, Inc. a theme park company based in Grand Prairie, Texas. Prior to joining Six Flags, Mr. Shapiro spent 12 years with ESPN, Inc. a cable television sports programming network based in Bristol, Connecticut, where he served as executive vice president, programming and production.~~

Director: Jeffrey C. Smith

Jeffrey Smith was appointed to the Papa John's Board of Directors in February 2019. Mr. Smith is the Chief Executive Officer and Chief Investment Officer of Starboard Value LP, an investment company based in New York, New York and founded by Mr. Smith in 2011. Since May 2016, he has also served as chairman of the board of directors of Advance Auto Parts, an auto parts retailer based in Raleigh, North Carolina, and as a member of the board of directors of Perrigo Company plc, a health care company based in Dublin, Ireland, since February 2017. Mr. Smith has formerly served on the board of directors of Darden Restaurants, Inc., a restaurant company based in Orlando, Florida, from October 2014 to April 2016; Yahoo! Inc., a web services provider based in Sunnyvale, California, from April 2016 to June 2017; Quantum Corporation, a data protection and management company based in San Jose, California, from May 2013 to May 2015; and Office Depot, Inc., an office supply company based in Boca Raton, Florida, from August 2013 to September 2014.

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.

PJCOMN Acquisition Corp. and Essential Pizza, Inc. v. Papa John's International, *et. al*, Hennepin County, Minnesota District Court, case file number 27-CV-11-13948. On June 28, 2011, Papa John's franchisee PJCOMN Acquisition Corp., which operates Papa John's restaurants in Denver and Minneapolis, and its corporate shareholder, Essential Pizza, Inc., filed suit in Minnesota state court against Papa John's, PJCOMN, LLC ("PJCOMN"), Blackstreet Capital Management, LLC ("Blackstreet"), Armistead Burwell and Angel Donchev. PJCOMN is the former owner of PJCOMN Acquisition Corp.'s Papa John's restaurants and Blackstreet, Armistead Burwell and Angel Donchev are the owners of PJCOMN. The complaint alleged that Papa John's committed common law fraud and/or negligent omissions in connection with PJCOMN Acquisition's purchase of its Papa John's restaurants from PJCOMN. The franchisee later amended its complaint to add PJ Food Service and Risk Services Corp. (a former affiliate of Papa John's that sold insurance polices to Papa John's franchisees as an agent for various insurance carriers) as defendants and to add complaints alleging that: (a) Papa John's and Risk Services negligently failed to inform the franchisee about the risks of operating a pizza delivery

business, particularly with regard to wage and labor laws and the availability of insurance coverage for claims under those laws; and (b) that PJ Food Service provided defective pizza dough to the franchisee's Denver restaurants because of the altitude. The franchisee sought an unspecified amount of damages, but the complaint stated that the franchisee's damages exceeded $50,000. Papa John's believed that the filing of the lawsuit in Minnesota state court was improper because the claims fell within the arbitration provisions of the franchise agreement; accordingly, Papa John's filed actions seeking to compel arbitration of the franchisee's complaints as provided in the franchise agreement. On September 27, 2011, PJCOMN filed a petition for bankruptcy under Chapter 11 of the U.S. Bankruptcy Code (United States Bankruptcy Court of the District of Maryland, Case No. 11-29380-RAG). On January 23, 2012, we, along with the franchisee's principal lender, entered into a settlement agreement with the franchisee. The settlement agreement was approved by the bankruptcy court on February 22, 2012. The settlement agreement provides for a sale of the franchisee's restaurants and dismissal of all litigation between the parties, without any finding of liability on the part of Papa John's or the payment of any money to the franchisee by Papa John's.

Papa 3605, LLC and Muhammad Whala v. Papa John's International, Inc., United States District Court for the District of New Jersey, Civil Action Number 2:11-CV-3319. On June 6, 2011, our franchisee, Papa 3605, LLC and one of its owners, Muhammad Whala, filed suit against Papa John's International, Inc. in New Jersey state court. We removed the case to federal district court. The franchisee alleged that Papa John's acted improperly in terminating the franchisee's franchise agreement for its Papa John's restaurant in Livingston, New Jersey. Papa John's had terminated the franchise agreement based on the franchisee's failure of three consecutive mission critical evaluations (or MCEs, our standards compliance inspections) and for transferring ownership interests in the franchise without complying with the approval process set forth in the franchise agreement. The franchisee's complaint sought damages from Papa John's but did not specify an amount. The franchisee initially obtained a temporary restraining order in the New Jersey state court allowing the restaurant to remain in operation. The federal court dissolved the restraining order but we allowed the restaurant to remain in operation pending settlement negotiations. The franchisee also filed an arbitration action against Papa John's with the American Arbitration Association but that proceeding did not progress due to the pending resolution of the dispute. In February 2012, we entered into a settlement agreement with the former franchisee, which resolved the case. The material term of the settlement was payment of $17,500 to the former franchisee by Papa John's.

Laredo Market Pizza, Inc. v. Papa John's International, Inc., *et. al.*, Webb County, Texas District Court, Cause No. 2010CYF001191-D1 and American Arbitration Association Case No. 52 114 00474 10. On July 8, 2010, Papa John's franchisee Laredo Market Pizza, Inc. filed a lawsuit against us, PJUSA, another franchisee and one of our employees in District Court in Webb County Texas. The lawsuit alleged that our termination of the franchisee's franchise agreement was improper, that we breached the franchise agreement, that we fraudulently induced the franchisee to enter into its development agreement and franchise agreement and that we tortiously interfered with the franchisee's contemplated sale of its two Papa John's restaurants to another franchisee. The complaint sought a temporary and permanent injunction against termination of the franchise agreement, damages and attorney fees. The complaint did not specify the amount of damages sought. On September 26, 2011 we entered into a settlement

agreement which resolved the case. The material term of the settlement provided for the purchase by Papa John's of the former franchisee's two restaurants for $400,000.

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 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 an other costs. The complaint also seeks to maintain the case as a class action under the federal rules of civil procedure. As of the date of this disclosure document, the case remained pending.

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. As of the date of this disclosure document, the case remained pending.

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. As of the date of this disclosure document, the case remained pending.

Litigation Against Franchisees in the Last Fiscal Year

In our most recently completed fiscal year we did not initiate any actions against franchisees, or former franchisees.

Debt Collection Suits

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

ITEM 4: BANKRUPTCY

~~Mark Shapiro, a member of our board of directors, formerly served as President and Chief Executive Officer of Six Flags, Inc. Papa John's is not otherwise affiliated or connected with Six Flags, Inc. Six Flags, Inc.'s current address is 924 Avenue J East, Grand Prairie, Texas 75050. Its amusement parks are located throughout the United States.~~

~~On June 13, 2009, Six Flags, Inc., together with a number of affiliated companies, filed a petition in bankruptcy under Chapter 11 of the United States Bankruptcy Code. The petition was filed in the United States Bankruptcy Court for the District of Delaware, Petition # 09-12046-CSS. The case is styled In re Premier Holdings Inc, *et al.* Six Flags, Inc. is an affiliate of Premier Holdings Inc. Papa John's is not affiliated or connected with Premier Holdings Inc.~~

~~On April 30, 2010, the debtors' reorganization plan was confirmed and entered by the bankruptcy court. Pursuant to the plan, the debtors reorganized and continue to operate their respective businesses, except that some of the Six Flags amusement parks were permanently closed.~~

~~Except as set forth above, n~~No person previously identified in Items 1 or 2 of this Disclosure Document has been involved as a debtor in bankruptcy proceedings 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"). 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. Under the 20~~19~~20 Incentive programs, the Development Fee is refundable for each restaurant that opens on or before its scheduled opening date (as provided in the Development Agreement). If a restaurant does not open by the scheduled date provided in the Development Agreement, we will retain $5,000 of the Development Fee, which then will be considered fully earned and nonrefundable.

The initial franchise fee for a Non-Traditional Restaurant is $5,000. However, if you operate a Small Town Non-Traditional Restaurant and open a restaurant on or before its scheduled opening date, the Initial Franchise Fee will be waived under the 20~~19~~20 Small Town Incentive Program. Under the 20~~19~~20 Small Town Incentive Program, you must pay us a Development Fee. Under the 20~~19~~20 Small Town Incentive, the Development Fee is refundable for each restaurant that opens on or before its scheduled opening date (as provided in the Development 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 us or 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 201~~8~~9 ranged from $23,420 to $73,920, depending on how much you purchase from us. We will debit your bank account for these purchases as described in Item 6 below.

ITEM 6: OTHER FEES

Name of Fee[1]	Amount	Due Date	Remarks
Royalty[2, 3]	5% of Net Sales[4] of the restaurant for each Period[5]; 6% for Small Town Non-Traditional Restaurants[3]	Payable on the 10th day of each month	We will debit your bank account for Royalty due[6]
On-Line Transaction Fee[7]	1.75% of Net Sales via Internet on-line ordering[7]	Payable on the 20th day of each month	We will debit your bank account for On-Line Transaction Fees due[6]
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

Name of Fee[1]	Amount	Due Date	Remarks
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
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	Maximum - Up to 3% of Net Sales unless higher amount approved by 2/3 majority vote of Members.[8] As of the date of this Disclosure Document, ~~4.75%~~5%, Non-Traditional Restaurants pay 25% of the standard rate [8]	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.[6, 8]
Papa Card Transaction and IVR Fees	Maximum - 2% of Papa Card redemption transactions,[9] unless we approve a higher rate[10]	Monthly	We will charge your bank account for Papa Card redemption transaction fee[6, 11, 12]

Name of Fee[1]	Amount	Due Date	Remarks
Cooperative Contributions[11]	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. This 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 [11]	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 6% of Net Sales unless agreed upon by the cooperative. Non-Traditional Restaurants do not have voting rights in cooperatives.

Name of Fee[1]	Amount	Due Date	Remarks
Local Advertising[12]	Minimum - 8% of Net Sales, less amounts contributed to the Marketing Fund and Cooperative; Minimum 2% of Net Sales for Small Town Non-Traditional Restaurants[13]	Must be spent monthly	You must submit required reports documenting your expenditures as we request from time to time
On-Site Installation and Support Fee[14]	$2,000 for a standard 2-day installation, $1,000 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 $1,000 per day.
Software ~~Enhancement~~Maintenance Fee[14, 15]	$140 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.
Help Desk Service Fee[14]	Flat fee of $70 per month or per call fee of $80 per hour with a ½ hour minimum. We may increase this fee.	Invoiced monthly.	The Help Desk provides Information System procedural, hardware and system support.

Name of Fee[1]	Amount	Due Date	Remarks
Required Purchases[16]	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, nacho cheese flavored sauce, equipment and smallwares package, uniforms, promotional items, printed materials, financing and certain accounting services.
Training Fees	$100 per year per restaurant	Invoiced annually	You are required to participate in our online training system, Cornerstone

1/ All fees except Marketing Fund contributions, Papa Card transaction fees, Cooperative Contributions and local advertising are imposed by and payable to us. Except for the Development Fee, all fees paid to us are non-refundable. Under the 20~~19~~20 Incentive programs, the Development Fee is refundable for each restaurant that opens on or before the scheduled opening date provided in the Development Agreement.

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 the following notes and in Item 7, the Royalty may be waived or reduced for specified periods pursuant to the 20~~19~~20 Incentive programs. 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, especially Sponsorship Non-Traditional 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/ Under the 20~~19~~20 Development Incentive program and the 20~~19~~20 U.S. Military Development Incentive for New Franchisees, the Royalty may be reduced for certain periods. If you sign a new Development Agreement under the 20~~19~~20 Incentive program and a restaurant opens on or before the date specified in the Development Schedule, the royalty will be reduced to: (i) 0% of Net Sales for a period of 18 months from the scheduled opening date; (ii) 1% of Net Sales in the second 18 months after the scheduled opening date; (iii) 2% of Net Sales during months 37 to 48 after the scheduled opening date; (iv) 3% of Net Sales during months 49 to 60; and (v) 4% of Net Sales during months 61 to 72 after the scheduled opening date. Beginning in the 6th year after the scheduled opening date, the then-current Royalty rate will apply.

Under the Enterprise Zone Incentive, we will charge a reduced Royalty of 0% for the first 18 months from the scheduled opening date of the unit; 1% of the next 18 months (months 19 to 36 from the scheduled date of opening); 2% for the next 12 months (months 37 to 48 from the scheduled date of opening); 3% for the next 12 months (months 49 to 60 from the scheduled date of opening); and 4% for the next 12 months (months 61 to 72 from the scheduled date of opening). After six years, the Royalty would revert to the rate required under the Franchise Agreement.

Under the Non-Traditional Restaurants 20~~19~~20 Development Incentive Program, you will be charged 0% Royalty for the 1st six months beginning on the scheduled opening date.

Under the Small Town Non-Traditional Incentive program, you will be charged reduced royalty and marketing fees of: 1.5% of Net Sales for the first eighteen months of the Restaurant's operations; 2.5% of Net Sales for the second eighteen months (months 19 to 36 from the scheduled date of opening); 3.5% of Net Sales for the next twelve months (months 37 to 48 from the scheduled date of opening); 4.5% of Net Sales for the next 14 months (months 49 to 62 from the scheduled date of opening); and 6.0% of Net Sales thereafter (unless the Restaurant is reclassified to a traditional Restaurant). Although the standard Small Town Non-Traditional Restaurant royalty rate is higher than the current standard rate for traditional Restaurants, Small Town Non-Traditional Restaurants are not required to make separate contributions to the Marketing Fund or Cooperative. Those required contributions are included in the royalty payment for Small Town Non-

Traditional Restaurants. We will deduct the required Marketing Fund and Cooperative contributions from the royalty payment and pay them over to the Marketing Fund and Cooperative on behalf of each Small Town Non-Traditional Restaurant.

In order to qualify for the Royalty waiver and reductions offered under the 20~~19~~20 Incentive programs, you must remain in good standing under your Development Agreement and Franchise Agreements and current in amounts owed to us or our Affiliates. If you fail to maintain good standing status, we may revoke the Royalty reduction and begin collecting the then-current standard Royalty rate under the Franchise Agreement. For purposes of all Royalty waivers, a restaurant must be open to the public and operating during normal business hours on normal business days to qualify for the Royalty waiver. A promotional, token or "soft" opening of a restaurant followed by closure for 48 hours or more does not constitute "open and operating" for purposes of the Development Incentive programs. The above royalty component of the incentive programs is applicable only to standard restaurants, but for Non-Traditional Restaurants meeting the above qualifications, the royalty will be waived for a period of six months from the scheduled date of opening.

4/ Net 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.

5/ 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.

6/ 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 10th day of each month or on the next business day thereafter for Royalty payments, on the 24th (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 19th (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.

7/ We operate systems by which customers are able to place orders on-line via the internet and other emerging technologies. You will be required to participate in the on-line and technology-based ordering system. This transaction 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. On-line and other technology-based ordering is generally not required at Non-Traditional Restaurants.

8/ The members of the Marketing Fund approved a contribution rate of ~~4.25%~~5% of Net Sales beginning ~~September 26, 2016 (the first day of our fourth fiscal quarter 2016) with scheduled increases of 0.25% of Net Sales on the first day of our fourth fiscal quarter in 2017, 2018 and 2019 at which time the rate will remain at 5% of Net Sales, subject to change as provided in the Marketing Fund bylaws. As of October 1, 2018 (first day of our fourth fiscal quarter 2018), the current Marketing Fund contribution rate was 4.75%~~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%. Non-Traditional Restaurants are required to pay an amount equal to 25% of the current standard rate, currently 1.1875% (25% of 4.75%) except that Sponsorship Non-Traditional Restaurants may not be required to make any direct contribution. Small Town Restaurants do not make a separate contribution to the Marketing Fund. Instead, 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).

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

10/ 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).

11/ 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.

12/ 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 $3,000 in grand opening initiatives.

13/ 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 ~~4.75%~~5% and a Cooperative contribution rate of 2%, you would be required to spend a minimum of ~~1.25%~~1% of Net Sales (8% - ~~4.75% -~~5% - 2% = ~~1.25%~~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).

14/ See Item 11 for a description and definition of the Information System and your obligations concerning it. These obligations may be waived, or otherwise inapplicable, for a Non-Traditional Restaurant, but all restaurants are required to have approved point-of-sale technology, including at a minimum, capability of electronic reporting of sales data. See Item 11. Also, 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.

15/ We collect a Software ~~Enhancement~~Maintenance Fee for our continued research and development, enhancements, upgrades and installation media related to the Information System.

16/ 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 Estimated Low-High Range	When Payable	Method of Payment	Whether Refundable	To Whom Paid
Initial Franchise Fee (1)	$0 to $25,000	$5,000 deposit per each restaurant on signing the Development Agreement; $25,000 if you do not qualify for any incentive program.	The development fee deposit will be paid in a lump sum at the time of signing the Development Agreement and will be refunded if a restaurant opens on time.	Yes. If a restaurant qualifies for a 2019~~19~~20 incentive program, the deposit will be refunded if the restaurant opens on time. Otherwise, not refundable.	Us
Real Estate Brokerage Fees (2)	$0 to $10,000	Upon satisfaction of lease/purchase contingencies	As Incurred	No	Real Estate Broker
Professional Fees (3)	$500 to $12,000	Prior to execution	As Incurred	No	Attorneys and Accountants
Construction/Leasehold Improvements (4)	$50,000 to $500,000	As Incurred	As Agreed	No	Outside Suppliers
Furniture, Fixtures and Equipment (5)	$30,000 to $120,000	As Incurred	As Agreed	No	Outside Suppliers and Affiliates
Information System (6)	$20,000 to $30,000	When system is ordered	Lump Sum	No	Us
On-Site Support Fee (7)	$0 to $2,500	As incurred	Lump Sum	No	Us
On-Site Installation Fee (6)	$0 to $5,000	When Designated Software is installed	Lump Sum	No	Us
Help Desk Service Fee (8)	$0 to $1,000	Monthly or as incurred	Lump Sum	No	Us
Technology Maintenance Fee (6)	$0 to $420	$140 Monthly	Lump Sum	No	Us
Signage	$3,000 to $20,000	As Incurred	As Agreed	No	Outside Suppliers
First Month's Rent (9)	$1,200 to $5,000	As specified in lease or sublease	Lump Sum	No	Landlord
Security Deposit and other deposits, Insurance Premium (9)(10)	$500 to $8,500	On signing lease or sublease	Lump Sum	Yes	Landlord
Opening Inventory and Supplies (11)	$3,000 to $10,000	As Incurred	As Agreed	No	Us, Our Affiliates or Outside Suppliers

Expenditures	Estimated Amount or Estimated Low-High Range	When Payable	Method of Payment	Whether Refundable	To Whom Paid
~~Grand~~ Opening Advertising (12)	$3,000 to $10,000	As Incurred	As Incurred	No	Third Parties
Training Expenses (13)	$1,000 to $15,000	As Incurred	As Incurred	No	Third Parties
Miscellaneous Opening Costs (14)	$2,500 to $20,000	As Incurred	As Incurred	No	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (PRE-OPENING) (16)	$114,700 to $794,420				
Additional Funds - 3 months (15)	$15,000 to $50,000	As Incurred	As Incurred	No	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (PRE-OPENING AND FIRST 3 MONTHS OF OPERATION) (16)	$130,120 to $844,420				

YOUR ESTIMATED INITIAL INVESTMENT — NON-TRADITIONAL RESTAURANT

Expenditures	Estimated Amount or Estimated Low-High Range	When Payable	Method of Payment	Whether Refundable	To Whom Paid
Initial Franchise Fee (1)	$0 to $5,000	$5,000 deposit per each restaurant on signing the Development Agreement.	The development fee will be paid in a lump sum at the time of signing the Development Agreement.	Yes. If a restaurant qualifies for a 20~~19~~20 incentive program, the deposit will be refunded if the restaurant opens on time. Otherwise, not refundable.	Us
Real Estate Brokerage Fees (2)	$0 to $5,000	Upon satisfaction of lease/purchase contingencies	As Incurred	No	Real Estate Broker
Professional Fees (3)	$1,000 to $7,500	Prior to execution	As Incurred	No	Attorneys and Accountants
Construction/Leasehold Improvements (4)(17)	$0 to $125,000	As Incurred	As Agreed	No	Outside Suppliers
Furniture, Fixtures and Equipment (5)(17)	$0 to $80,000	As Incurred	As Agreed	No	Outside Suppliers and Affiliates
Information System (6)	$0 to $30,000	When system is ordered	Lump Sum	No	Us
On-Site Support Fee (6)(7)	$0 to $2,500	As incurred	Lump Sum	No	Us

Expenditures	Estimated Amount or Estimated Low-High Range	When Payable	Method of Payment	Whether Refundable	To Whom Paid
On-Site Installation Fee (6)	$0 to $5,000	When Designated Software is installed	Lump Sum	No	Us
Help Desk Service Fee (6)(8)	$0 to $1,000	Monthly or as incurred	Lump Sum	No	Us
Technology Maintenance Fee (6)	$0 to $420	$140 Monthly	Lump Sum	No	Us
Signage	$3,000 to $20,000	As Incurred	As Agreed	No	Outside Suppliers
First Month's Rent (9)(17)	$0 to $3,000	As specified in lease or sublease	Lump Sum	No	Landlord
Security Deposit and other deposits, Insurance Premium (9)(10)(17)	$1,000 to $6,000	On signing lease or sublease	Lump Sum	Yes	Landlord
Opening Inventory and Supplies (11)	$2,000 to $12,500	As Incurred	As Agreed	No	Us, Our Affiliates or Outside Suppliers
~~Grand~~ Opening Advertising (12)	$0 to $10,000	As Incurred	As Incurred	No	Third Parties
Training Expenses (13)	$2,000 to $6,000	As Incurred	As Incurred	No	Third Parties
Miscellaneous Opening Costs (14)	$2,500 to $20,000	As Incurred	As Incurred	No	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (PRE-OPENING) (16)(17)	$11,500 to $338,920				
Additional Funds - 3 months (15)	$15,000 to $50,000	As Incurred	As Incurred	No	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT (PRE-OPENING AND FIRST 3 MONTHS OF OPERATION) (16)	$26,500 to $388,920				

Explanatory Notes — Standard and Non-Traditional Restaurants

1. Under the 20~~19~~20 Development Incentive or the 20~~19~~20 U.S. Military Development Incentive for New Franchisees, you will pay a $5,000 deposit per restaurant upon signing the Development Agreement. If a restaurant opens on time (on or before the date specified in the Development Agreement), the deposit will be refunded and no initial franchise fee will be required. If a restaurant does not open on time, we will retain the $5,000 deposit applicable to the restaurant as a development fee. You will be required to pay an initial fee of $5,000 for a Non-Traditional Restaurant that does not qualify for an incentive program. If you do not qualify for an incentive program, the Initial Franchise Fee is $25,000 and is not refundable.

2. 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.

3. 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.

4. 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 $40,000 to $200,000. If the restaurant will be located in an existing free-standing location, we estimate these costs can go as high as $300,000. If you elect to construct a new building for the restaurant, we estimate the cost could be up to $500,000. If you take over an existing restaurant space, with some of the necessary leasehold improvements already in place, your costs may be closer to the lower end of the range. These costs include charges for architects or engineers, which can range from $250 to $30,000. These costs vary widely depending on the quality, reputation and experience of the professionals engaged, 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.

5. This item includes a make-line, sinks, walk-in coolers, counters, 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 low end also assumes that you qualify to lease an oven set, at no cost to you for two years, pursuant to a 20~~19~~20 Development Incentive program. 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 $95,000. 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.

6. 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. 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.

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

8. You have the option of subscribing to our Help Desk Services for a flat fee of $70 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.

9. 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.

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

11. 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.

12. 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. Except for Small Town Non-Traditional Restaurants, you are not obligated under the Franchise Agreement to conduct grand opening advertising, but we strongly recommend and encourage you to do so. 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).

13. The estimated range includes the expenses of transportation to the certified training restaurant or Papa John's University located in our corporate headquarters in Louisville, Kentucky, lodging and meals for one person based on a seven week training period. We may require the training period to extend for more than seven 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, supervisors and restaurant managers 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. Training materials will average $100 - $250 per trainee.

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

15. This item estimates your initial start up 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 revenue 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.

16. For standard restaurants, we relied on our 30 years of business experience and that of 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 experience, and that of our franchisees, in operating restaurants at non-traditional locations. We have 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 a set of ovens, 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. In our experience, the average build-out costs for a traditional restaurant, based on two typical sizes of restaurant space (and assuming you purchase an oven set, rather than lease it from us pursuant to an incentive program), are as follows.

Estimated First Restaurant Build-Out Cost (In-Line)				
	900 sq ft*	1200 sq ft	1500 sq ft	
Leasehold Improvements	$90,000	$120,000	$150,000	Based on $100 sg ft
State Taxes	$8,000	$9,600	$12,000	Estimated at 8%
Equipment Package / Smallwares	$60,000	$70,000	$75,000	Includes equipment delivery and install
Ovens	$22,000	$36,800	$36,800	Based on 740 or 970 model ovens**
Point of Sale	$20,000	$22,500	$22,500	
Signage (Exterior)	$8,000	$10,000	$12,500	Includes survey and installation
Security	$8,000	$10,000	$11,000	
Permits / Fees	$1,200	$2,500	$3,500	
Tile	$2,800	$3,600	$4,500	Material only - Shipping & Tax will vary
Phones	$5,000	$6,400	$6,400	
Blueprints	$6,500	$7,000	$8,000	Plans start at $4,850
Maps	$1,200	$1,200	$1,200	
Montage	$800	$1,000	$1,000	Plans start at $4,850
Miscellaneous	$5,000	$5,000	$5,000	
Total Estimated Build-Out	**$238,500**	**$305,600**	**$349,400**	
*Non Traditional Small Town / Convenience Store concept only				
**Small town concept utilizes double-stack 740 model ovens, which may be included in development incentive				

These estimated averages assume that your restaurant will occupy a retail space that is currently unimproved but without significant structural or restaurant layout hurdles. If you occupy a space that is already partially improved, especially for a food service operation, your

cost may be closer to the lower end of the ranges provided on pages 25 and 26. If you occupy a space that requires significant structural modifications, your costs may be closer to the upper end of those ranges.

17. 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. Construction, leasehold improvements and furniture, fixtures and equipment may be as low as zero for a non-traditional restaurant because you may be re-occupying a space that was previously operated by another pizza vendor. 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 will notify you within 15 days after we complete our investigation whether we approve the proposed supplier and/or products. 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 us, 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 us, 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, PMS, is a pre-approved supplier of uniforms and promotional items and pre-approved printed materials. You are not obligated to purchase anything from PMS.

In 2018~~9~~ we or our affiliates received $4.7 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) some of our wholly-owned subsidiaries (including PJ Food Service and PMS) are suppliers to "Papa John's" restaurants, and some of our officers, who have ownership interests in us, therefore also indirectly own interests in those subsidiary suppliers.

In 2016, we negotiated a seven-year contract with our soft drink supplier which will result in 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 ~~30~~29, 201~~8~~9, revenue received by our affiliates from the sale of products or services to our North America franchisees was: PJ USA $2~~7~~9.~~6~~3 million; PJ Food Service $7~~89~~77.~~1~~6 million; and PMS $~~9~~8.~~7~~3 million. These amounts represent approximately 5~~3~~0% of our total revenues. All of the required purchases that you must obtain from us or our affiliates represent up to 1~~8~~7% of your total purchases in connection with the establishment of a standard restaurant or a Non-Traditional Restaurant and up to ~~46%~~60% 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 9~~3~~2% of your total purchases in connection with the establishment of a restaurant and approximately ~~84%~~77% 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 this 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). ~~T~~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. ~~W~~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. 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

Obligation	Section in Agreement	Disclosure Document Item
(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
(d) Initial and ongoing training	Section 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	Section 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

Obligation	Section in Agreement	Disclosure Document Item
(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
(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 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 qualify for one of the development incentives described in Item 1, PJUSA will provide a 48-month lease on two Middleby-Marshall WOW ovens. During the lease period no monthly payments will be required. If the restaurant is still open and you are in good standing, you can purchase the equipment for $50 at the end of the lease period. The form of the lease agreement for the equipment (the "Equipment Lease") is attached hereto as **Exhibit C-1**.

If you anticipate receiving the oven lease incentive, but are unable to open a restaurant in time to qualify for the equipment lease, you will be required to pay for the equipment. However, PJUSA will offer you a payment agreement (the "Payment Agreement"), the form of which is attached hereto as **Exhibit C-2**. 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.

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

- There are no interest or finance charges under either the Equipment Lease or the Payment Agreement.
- 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 Payment Agreement, the cost of the equipment that you acquire must be paid in 12 equal monthly installments. The cost will depend on the cost of the equipment at the time that you acquire it. At the date of this Disclosure Document, the cost of a set of two Middleby-Marshall WOW ovens was $35,000, plus any applicable sales tax.
- Under both the Equipment Lease and the Oven Payment Agreement, 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 or the Payment Agreement. 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 or the Payment Agreement. 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 is open and operating at that time.

- Under the Payment Agreement, prepayment may be made at any time, without any charge or penalty.
- If you are in default under either the Equipment Lease or the Payment Agreement; (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, and 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 in is 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 need not provide any assistance to you under the 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 (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)).

Except as listed below, we need not provide any assistance to you under the 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, 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, 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 may 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.(f));

(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 (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.

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.

~~Day 1, Q4 2017 = 4.50%~~
~~Day 1, Q4 2018 = 4.75% (deferred until December 31, 2018)~~
~~Day 1, Q4 2019 = 5.0%~~

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, except that most Sponsorship Non-Traditional Restaurants are exempt from this requirement.

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 us 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 ~~30~~29, 201~~8~~9, a total of $1~~27~~48.~~8~~5 million was spent by the Marketing Fund. These monies were spent on the following:

Category	Percentage
Production	1~~3~~2%
Media	7~~4~~2%
Promotions and Public Relations	~~9%~~7%
Research	~~3%~~8%
Administrative and other	1%
Total	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 owned, 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 governing body of each Cooperative will have the authority to establish the contribution rate for its members, with a minimum of 2% of Net Sales unless a lower rate is approved by us. However, you are not required to contribute more than 8% 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 8% of Net Sales, you may reduce your Cooperative contribution so as to reduce your combined Marketing Fund and Cooperative contributions to 8%. 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 a majority of votes cast in such election. 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 (except Sponsorship Non Traditional Restaurants) are required to contribute ~~25%~~50% of the standard contribution rate. 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 that is a member of the Cooperative. Non-Traditional Restaurants will be non-voting members of their Cooperative. We will also have one vote for each restaurant that we own or control that is a member of the Cooperative. 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 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 programs and activities for use in and around the applicable geographic area 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 and reports as may be designated by us and your Cooperative. The Cooperative will submit to us such statements and reports as we may designate. We are not required to prepare, and the Cooperatives are not required by us 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%.

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 ~~20~~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 redeem for free items for subsequent purchases.

As used in the Franchise Agreement and this Disclosure Document, the term "advertising" also includes Websites and social media such as Facebook ~~and~~, 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 standard 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 software 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 $140 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 will depend on whether you use the services that we offer (which is not mandatory) and if so, whether you select the flat monthly fee option or the fee-for-services option, 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 obligation 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 $15,000 to $30,000. Ancillary services that we provide (installation, support, help desk and software enhancement) 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 ~~enhancement~~maintenance fee of $140 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 or Sponsorship 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).

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 have 30 days after receipt of such information to accept or reject each proposed location. If we fail to respond within such 30-day period, the submitted location will be deemed to be approved. 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 (unless waived pursuant to a development incentive program) 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) .

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 restaurant managers. The Principal Operator must attend Papa John's New Operator Training in Louisville, Kentucky. The Principal Operator training is outlined below.

~~• a~~ • a minimum of two weeks of operations training at a Papa John's restaurant designated by us in order to be certified in all seven Papa John's operations stations.

• two weeks of Restaurant Operations Certification ("ROC") training to learn shift management.

• two weeks of Advanced ROC ("AROC") training to learn restaurant management.

~~• one~~ • one week of training at Papa John's New Operator Training at our corporate headquarters in Louisville, Kentucky.

~~• three weeks of multi-unit management ("MUM") training if you are contemplating development of more than one restaurant.~~

Training will be provided primarily at a designated Papa John's restaurant, although training conducted at PJU will include written materials and classroom instruction. 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

MTP outlined below and may attend training at any approved training restaurant consisting of:

Primary ~~operator~~operator/General Manager -

- two weeks station training.
- two weeks Restaurant Operators Certification.
- ~~two~~ • two weeks Advanced Restaurant Operators certification.
- one week New Operator Training.

~~Training General Manager -~~

- ~~at least one year experience managing a Papa John's Restaurant.~~

Shift managers -

- two weeks station training.
- two weeks Restaurant Operators 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. MUM training consists of three weeks in a field-based training program and one week at PJU. 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 ~~director~~partner ("FB~~D~~P"). FB~~D~~Ps 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 may, at your expense, send a qualified employee ("General Manager") through this program. General Managers may be certified as a Training General Manager only after completion of the Management Training 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 ~~Director~~Partner, completion of all criteria outlined in the Training General Manager Selection Guide and satisfactory completion of the Training General Manager workshop. Certified Training General Managers must also attend course assessments and restaurant evaluations from time to time to maintain certification.

Required training must be completed before opening your first restaurant. An opening support team made up of our designated employees will be used for training prior to your first two restaurant openings. A team will be scheduled to arrive 3 days before the opening of your restaurants and stay 2 to 3 days afterward. 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~~ 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, but you will be required to pay a separate fee for this service. ~~Changes~~ 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).

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~~ 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~~ 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 3 or 4 weeks prior to opening your first restaurant. Advance planning is required for timely participation in the training program. 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

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location (See Note 3)
Establishing an opening routine		50 hours	Restaurant
Establishing a closing routine		50 hours	Restaurant
Taking an order		4 hours	Restaurant
Making a pizza		12 hours	Restaurant
Delivering a pizza		4 hours	Restaurant
Customer care		2 hours	Restaurant
Menu		1 hour	Restaurant
Food prep		4 hours	Restaurant
Food safety		12 hours	Restaurant
Cleaning and sanitation		2 hours	Restaurant
Shift management		12 hours	Restaurant
Assessing product quality		2 hours	Restaurant
Safety and security		25 hours	Restaurant
Inventory management		10 hours	Restaurant
Organization of storage areas		1 hour	Restaurant
Dough management		12 hours	Restaurant
Cash management		2 hours	Restaurant
Labor management		2 hours	Restaurant
Equipment maintenance		1 hours	Restaurant
Time management		1 hours	Restaurant
Retention		2 hours	Restaurant
Training		2 hours	Restaurant
Workplace harassment		1 hours	Restaurant
Handling emergencies		1 hours	Restaurant
Labor scheduling		5 hours	Restaurant
Ordering inventory		4 hours	Restaurant
Profit & loss statements		4 hours	Restaurant
Performance management		4 hours	Restaurant

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location (See Note 3)
Recruiting		4 hours	Restaurant
Operations Analysis & Reporting System	8 hours		New Operator Training / Restaurant
Business plan	8 hours		New Operator Training / Restaurant
DiSC	3 hours		New Operator Training
Marketing	3 hours		New Operator Training
Pizza grading	1 hour		New Operator Training
Equipment maintenance	1 hour		New Operator Training
Profit & loss	3 hours		New Operator Training
Time management	1 hour		Restaurant
Mission Critical Evaluation process		3 hours	New Operator Training / Restaurant
Coaching	8 hours		New Operator Training
Recruiting	1 hour		New Operator Training
Training	1 hours		New Operator Training

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location (See Note 3)
Stop loss	3 hours		New Operator Training
Social Media	1 hour		New Operator Training
High Impact Restaurant Visit	12 hours		Restaurant
Change Management	1 hour		New Operator Training
TGM Certification	12 hours		New Operator Training
Remote desk top management system	8 hours		Restaurant

NOTES TO TRAINING TABLE

1. Trainers. Chris Titshaw, our Senior Director, Learning & Development, oversees all our training functions. Chris has more than 20 years of experience with the brand, including four years in the training department. He began his career with Papa John's as a delivery driver in Orlando, Florida. After a couple of years, he decided to join the management team of the store and was quickly promoted to General Manager. Over the next seven years, he worked as both a general manager and a training general manager at three different restaurants in the Orlando market. He was promoted to Director of Operations in Greensboro, North Carolina in January 2008, Director, Global Training & Development in 2015, and Senior Director, Learning & Development in 2018. 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, and to have strong operations skills and strong verbal, written communication and presentation skills.

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~~ 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~~ 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~~ 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~~ 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 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 or Sponsorship 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. Although we will not locate another standard Papa John’s restaurant within your Territory, as described above, 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 Development Area or 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.

Although we do not currently do so, under the Franchise 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 us when we merged with PJ Indiana. Papa John's 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 Papa John's to identify the franchised business and are registered with the U.S. Patent and Trademark Office on the principal register:

Name or Mark	Registration Number	Class	Registration Date	Section 8 and 15 Filed	Most Recent Renewal Date
Papa John's	~~1,383,735~~13 83735	42	2/18/1986	~~3/31/19922/1 8/2016~~33693	42417
Papa John's	~~1,940,948~~19 40948	30	12/12/1995	~~11/16/20012/ 22/2016~~37210	42421
Pizza Papa John's and Design	~~2,033,420~~20 33420	30, 39, 42	1/28/1997	~~1/31/2002~~372 86	42802
~~3/9/2017~~Pizza Papa John's Better Ingredients. Better Pizza. and Design	~~2,168,845~~21 68845	39, 42	~~6/30/19985/1 7/20046/18/2 018~~35975	38123	43268
Better Ingredients. Better Pizza.	~~2,158,076~~21 58076	30, 39, 42	~~5/19/1998~~35 933	38123	~~5/17/2004~~4 3234

~~5/15/2018~~Pizza Papa John's Better Ingredients. Better Pizza.	~~5,327,229~~53 27229	30, 39, 43	~~11/7/2017~~43 045	N/A	N/A

The Section 8 and 15 Affidavit for the mark "PAPA JOHN'S," Registration No. 1,383,735, was filed in the U.S. Patent and Trademark Office on March 31, 1992. The Section 8 and 15 Affidavit for the mark "PAPA JOHN'S," Registration No. 1,940,948 was filed in the Patent and Trademark Office on November 16, 2001. The Section 8 and 15 Affidavit for the mark "PIZZA PAPA JOHN'S and Design" (the Papa John's logo) was filed in the Patent and Trademark Office on January 31, 2002.

There are no currently effective material determinations of the United States 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.

All 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, a restaurant operating in East Lansing, Michigan, since approximately 1982 and a restaurant operating in Garrison, New York, allegedly since 1985. 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, 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 or Sponsorship 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, 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.
e. Termination by franchisor without cause	None	We have no right to terminate without cause.**

	Provision	Section in Franchise Agreement	Summary
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.***

Provision	Section in Franchise Agreement	Summary
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, impair value of the Marks or System or imminent danger to public heath or safety. (Under the U.S. Bankruptcy Code, we may be unable to terminate the agreement merely because you make a bankruptcy filing.)

Provision	Section in Franchise Agreement	Summary
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).
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.

	Provision	Section in Franchise Agreement	Summary
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 and an approved Principal Operator is appointed.

	Provision	Section in Franchise Agreement	Summary
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.
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.
e. Termination by franchisor without cause	None	The Development Agreement grants us no right to terminate you without cause.

	Provision	Section in Development Agreement	Summary
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).

Provision		Section in Development Agreement	Summary
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.
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.

Provision	Section in Development Agreement	Summary
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

~~Jerome Bettis,~~In 2019, we and the Marketing Fund entered into an 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 ~~football~~basketball player~~, is a principal in a Papa John's franchisee that owns and operates Papa John's restaurants in the Pittsburgh Pennsylvania area. In June 2013, we entered into an agreement with Mr. Bettis and the franchisee in which we agreed to make an annual contribution of $25,000 to the Papa John's advertising Cooperative for the Pittsburgh area in exchange for Mr. Bettis recording two radio advertisements. In 2014, we began using the radio advertisements featuring Mr. Bettis to promote the sale~~ 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 will also provide brand ambassador services, including the endorsement or promotion of Papa John's franchises~~. Mr. Bettis is not involved in the management or control of the franchisor and has made no investment in the franchisor.~~ 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 expect to begin 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 $4.125 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 87,136 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 revenues of our domestic franchised and company-owned Papa John's restaurants for our fiscal year ended December ~~30~~29, 201~~8~~9, along with average restaurant-level cash expenses ***for company-owned Papa John's restaurants only***. The following revenue and cash flow data 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. Thus, there are no material assumptions associated with the data, other than the principles of GAAP. A number of factors may affect the comparability of the expense (or cash outflow) 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 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 sales persons 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**.

Restaurant Revenues:

Average Sales – Company-owned restaurants	$1,~~075,856~~050,576
~~622~~257 Company-owned restaurants, 4~~2~~4.~~8%~~4% of the total included in the data, achieved sales revenues of $1,~~075,856~~050,576 or greater in 201~~8~~9.	
Median sales – Company-owned restaurants	$1,0~~38~~10,85~~6~~7
The range of sales of Company-owned restaurants	$4~~72~~99,~~150~~109 - ~~$3,241,956~~$2,602,430
Average Sales – Franchised restaurants	~~$840,232~~$837,495
Median Sales - Franchised restaurants	$798,~~628~~589
The range of sales of Franchised restaurants	~~$218~~$191,~~108~~606 -

$2,572547,564454

21,358045 Franchised restaurants, 44.9%6% of the total included in the data, achieved sales revenues of $840,232$837,495 or greater in 20189.

Average Cash Flows (Company-owned restaurants only):

		Percent of Sales
Food Costs	$319,138$305,612	29.7%1%
Labor Costs and Taxes	232223,710045	21.6%2%
Manager's Labor and Taxes	489,018240	4.5%7%
Mileage	4138,474386	3.9%7%
Advertising	9489,374191	8.8%5%
Controllables*	73,96975,893	67.9%2%
Rent and Common Area Maintenance	378,802952	3.5%7%
Other Non-Controllables**	7793,12718	78.2%9%
Training Costs	4,617239	0.4%
Store Bonuses	145,768009	1.4%
Royalty	****	5%
Pre-Tax Cash Flows***	$131$117,859891	12.3%11.2%
	With Royalty	176.3%2%

Median Pre-Tax Cash Flow - Company-owned restaurants $130,743$115,490

The range of Pre-Tax Cash Flow of Company-owned restaurants ($118,390$89,147) - $4393,099314

307280 Company-owned restaurants, 498.4% of the total included in the data, achieved $131$117,859891 or greater annual pre-tax cash flows in 20189.

*Controllables includes: 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.

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

***Pre-Tax Cash Flow excludes: multi-unit manager/supervisor allocation.

****Company-owned restaurants do not pay Royalty. Franchised restaurants pay to us a Royalty, typically 5% of sales (subject to reduction for specified periods under an incentive program, see descriptions in Item 1).

Notes and Comments

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 (or cash outflow) 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 the average cash flow data.

Full Year Only

At the close of our fiscal year, there were 3,~~337~~288 total domestic (United States) Papa John's restaurants, ~~646~~598 of which were company-owned, including restaurants owned by franchisees in which we have a majority interest (a total of 1~~8~~93 restaurants). However, the foregoing data is drawn only from standard (or "traditional") restaurants that were open the entire year of 201~~8~~9 because including results from Non-Traditional Restaurants and restaurants that were open only part of the year would skew the annual revenue and expense data. Therefore, the total number of restaurants included in the foregoing data is 2,9~~8~~20, comprising

2,3~~58~~41 franchised restaurants and ~~622~~579 Company-owned restaurants.

Averages

The sales revenue data presented is based on averages for our domestic 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 cash expense data for our Company-owned restaurants represents averages across a population of more than ~~600~~575 restaurants. Many Company-owned restaurants have costs that are higher than the system-wide average. Performance of a particular restaurant, in terms of both revenues and 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 Revenues

The revenue 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

The cash flow data does not include depreciation expense or any other 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 cash flow data 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.

Economies of Scale

Because we operate more than ~~600~~595 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 the foregoing cash flow data, which reflect operational cash flows 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 sales persons 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* cash flow 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 revenue and 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.

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 Anthony Hellmueller at P.O. Box 99900, Louisville, Kentucky 40269, telephone 502-261-4844, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISE INFORMATION

Table No. 1
Systemwide* Outlet Summary for Years 2016~~7~~ to 2018~~9~~

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2016~~7~~	~~2,583~~2,629~~+46~~ ~~201~~72,629~~2629~~	~~2,606~~2606	~~-23~~-23
	2018	~~2,606~~2606	~~2,554~~2554	~~-52~~-52
	2019	2554	2544	-10
Company-Owned**	2016~~7~~	~~707~~702~~-5~~ ~~201~~7702	708	~~+6~~6
	2018	708	645	~~-63~~-63
	2019	645	598	-47
Total Outlets	2016~~7~~	~~3,290~~3,331~~+41~~ ~~201~~73,332~~3332~~	~~3,314~~3314	~~-17~~-17
	2018	~~3,314~~3314	~~3,199~~3199	~~-115~~-115

	2019	3199	3142	-57

*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 1893 outlets.

Table No. 2
Transfer of Outlets from Franchisees to New Owners
(other than the Franchisor) for Years 2016~~6~~7 to 2018~~8~~9

State	Year	Number of Transfers
Alabama	2016~~6~~7	~~62017~~8
	2018	0
	2019	7
Alaska	~~20160~~2017	0
	2018	0
	2019	0
Arizona	~~20161~~2017	1
	2018	0
	2019	3
Arkansas	~~20161~~2017	2
	2018	1
	2019	0
California	~~201668~~2017	22
	2018	32
	2019	23

State	Year	Number of Transfers
Colorado	~~20161~~2017	0
	2018	1
	2019	1
Connecticut	~~20163~~2017	2
	2018	0
	2019	1
Delaware	~~20160~~2017	3
	2018	0
	2019	1
District of Columbia	~~20160~~2017	0
	2018	0
	2019	0
Florida	~~20161~~2017	19
	2018	3
	2019	4
Georgia	~~20160~~2017	8
	2018	0
	2019	2
Hawaii	~~20160~~2017	0
	2018	0
	2019	0

State	Year	Number of Transfers
Idaho	~~20160~~2017	1
	2018	1
	2019	0
Illinois	~~201616~~2017	8
	2018	14
	2019	9
Indiana	~~20168~~2017	0
	2018	2
	2019	4
Iowa	~~20160~~2017	0
	2018	0
	2019	0
Kansas	~~20168~~2017	0
	2018	0
	2019	0
Kentucky	~~20160~~2017	0
	2018	0
	2019	0
Louisiana	~~20167~~2017	0
	2018	0
	2019	0
Maine ~~Maine~~	2017	0
	2018	0
	2016~~9~~	~~0201702018~~03

State	Year	Number of Transfers
Maryland	2016~~6~~7	~~0~~2017~~1~~1
	2018	1
	2019	7
Massachusetts	~~20160~~2017	1
	2018	3
	2019	0
Michigan	~~20161~~2017	4
	2018	4
	2019	2
Minnesota	~~20162~~2017	0
	2018	0
	2019	0
Mississippi	~~20160~~2017	1
	2018	0
	2019	0
Missouri	~~20161~~2017	9
	2018	0
	2019	0
Montana	~~20160~~2017	0
	2018	0
	2019	0
Nebraska	~~20160~~2017	0
	2018	0
	2019	0

State	Year	Number of Transfers
Nevada	~~20161~~2017	11
	2018	1
	2019	0
New Hampshire	~~20160~~2017	0
	2018	0
	2019	2
New Jersey	~~20164~~2017	4
	2018	7
	2019	2
New Mexico	~~20160~~2017	0
	2018	9
	2019	1
New York	~~20169~~2017	36
	2018	11
	2019	5
North Carolina	~~20161~~2017	0
	2018	3
	2019	5
North Dakota	~~20160~~2017	0
	2018	0
	2019	0
Ohio	~~20162~~2017	11
	2018	9
	2019	1

State	Year	Number of Transfers
Oklahoma	~~20161~~2017	1
	2018	2
	2019	0
Oregon	~~20160~~2017	0
	2018	0
	2019	2
Pennsylvania	~~20161~~2017	25
	2018	3
	2019	16
Rhode Island	~~20160~~2017	1
	2018	0
	2019	2
South Carolina	~~20160~~2017	0
	2018	2
	2019	0
South Dakota	~~20163~~2017	0
	2018	0
	2019	0
Tennessee	~~20160~~2017	21
	2018	0
	2019	0
Texas	~~20168~~2017	6
	2018	6
	2019	7

State	Year	Number of Transfers
Utah	~~20161~~2017	1
	2018	0
	2019	2
Vermont	~~20160~~2017	0
	2018	0
	2019	0
Virginia	~~20162~~2017	3
	2018	6
	2019	0
Washington	~~20160~~2017	0
	2018	20
	2019	7
West Virginia	~~20160~~2017	0
	2018	0
	2019	1
Wisconsin	~~20160~~2017	4
	2018	6
	2019	2
Wyoming	~~20160~~2017	1
	2018	0
	2019	0
Total	~~2016157~~2017	205
	2018	147
	2019	122

Table No. 3
Status of Franchised Outlets
For Years 2016~~8~~7 to 2018~~8~~9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	~~2016 8313 0008 1~~2017	81	1	1	0	0	0	81
~~Alaska~~	2018	81	2	6	0	0	0	77
	~~2016~~ 2019	77	1~~0~~	~~1~~2	0	0	0	~~0~~76
~~11~~Alaska	2017	11	0	0	0	0	0	11
~~Arizona~~	2018	11	0	0	0	0	0	11
	~~2016 39~~2019	~~42~~11	0	0	0	0	0	~~1~~11
~~80~~Arizona	2017	80	1	2	0	0	0	79
	2018	79	3	8	0	0	0	74
	2019	74	1	6	0	0	0	69
Arkansas	~~2016 2700 0012 6~~2017	26	0	1	0	0	0	25
	2018	25	1	1	0	0	0	25
	2019	25	1	0	0	0	0	26
California	~~2016 2108 0003 215~~2017	215	6	16	0	0	0	205
	2018	205	6	16	0	0	0	195
	2019	195	1	12	0	0	0	184

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Colorado	~~2016 1920 0002 1~~2017	21	3	1	0	0	0	23
	2018	23	0	4	0	0	31	50
	2019	50	1	5	0	0	0	46
Connecticut	~~2016 1700 0001 7~~2017	17	0	9	0	0	0	8
	2018	8	0	0	0	0	0	8
	2019	8	0	3	0	0	0	5
Delaware	~~2016 1610 0001 7~~2017	17	0	0	0	0	0	17
	2018	17	0	0	0	0	0	17
	2019	17	0	0	0	0	0	17
District of Columbia	~~2016 1000 0001 0~~2017	10	0	0	0	0	0	10
	2018	10	2	1	0	0	0	11
	2019	11	0	0	0	0	0	11
Florida	~~2016 2355 1600 2222~~ 2017	222	10	2	0	0	0	230
	2018	230	6	11	0	0	0	225
	2019	225	4	6	0	0	23	246

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Georgia	2016 6533 0046 1201 7	61	6	0	0	0	0	67
	2018	67	9	5	0	0	0	71
	2019	71	4	2	0	1	19	91
Hawaii	2016 1500 0011 4201 7	14	1	1	0	0	0	14
Idaho	2018	14	0	0	0	0	0	14
	2016 9	114	10	0	0	0	0	124
Idaho	2017	12	2	0	0	0	0	14
	2018	14	0	1	0	0	0	13
	2019	13	1	0	0	0	0	14
Illinois	2016 1062 0007 1012 017	101	2	9	0	0	0	94
Indiana	2018	94	2	10	0	0	0	86
	2016 2019	86	892	212	0	0	0	076
91Indiana	2017	91	0	0	0	0	0	91
Iowa	2018	91	3	2	0	0	0	92
	2016 9	2492	4	4	0	0	0	092
024Iowa	2017	24	0	1	0	0	0	23
Kansas	2018	23	1	0	0	0	0	24
	2016 9	224	0	0	0	0	0	124

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
19Kansas	2017	19	1	2	0	0	2	18
Kentucky	2018	18	0	0	0	0	0	18
	20169	70018	1	0	0	0	690	19
Kentucky	2017	69	2	4	0	0	0	67
	2018	67	1	2	0	0	0	66
	2019	66	0	0	0	0	1	67
Louisiana	20166210003602017	60	1	1	0	0	0	60
Maine	2018	60	0	1	0	0	0	59
	20169	659	1	1	0	0	0	059
15Maine	2017	5	0	0	0	0	0	5
	2018	5	0	2	0	0	0	3
	2019	3	0	0	0	0	0	3
Maryland	20164220001432017	43	2	3	0	0	0	42
	2018	42	1	2	0	0	0	41
	2019	41	1	0	0	0	0	42
Massachusetts	20162410003222017	22	5	6	0	0	0	21
Michigan	2018	21	1	10	0	0	0	12
	20169	5412	40	4	0	0	0	538
Michigan	2017	53	4	0	0	0	4	53
	2018	53	3	13	0	0	0	43
	2019	43	0	7	0	0	0	36

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Minnesota	2016 1720 0031 6201 7	16	1	1	0	0	0	16
	2018	16	0	7	0	0	31	40
	2019	40	1	6	0	0	0	35
Mississippi	2016 2910 0003 0201 7	30	2	2	0	0	0	30
	2018	30	0	2	0	0	0	28
	2019	28	2	0	0	0	0	30
Missouri	2016 3230 0013 4201 7	34	0	1	0	0	0	33
	2018	33	2	4	0	0	0	31
	2019	31	0	2	0	0	0	29
Montana	2016 9000 0092 017	9	0	0	0	0	0	9
	2018	9	0	0	0	0	0	9
	2019	9	0	0	0	0	0	9
Nebraska	2016 1700 0001 7201 7	17	0	2	0	0	0	15
Nevada	2018	15	0	1	0	0	0	14
	2016 9	2014	0	1	0	0	0	013
21Nevada	2017	21	1	1	0	0	0	21
	2018	21	3	0	0	0	0	24
	2019	24	1	1	0	0	0	24

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
New Hampshire	2016 4000 0042 017	4	0	1	0	0	0	3
New Jersey	2018	3	0	0	0	0	0	3
	2016 9	643	0	1	0	0	0	2
63New Jersey	2017	63	0	0	0	0	0	63
	2018	63	0	11	0	0	0	52
	2019	52	2	2	0	0	0	52
New Mexico	2016 1900 0011 8201 7	18	0	0	0	0	0	18
	2018	18	0	2	0	0	0	16
	2019	16	0	0	0	0	0	16
New York	2016 9770 0041 00020 17	100	1	10	0	0	0	91
	2018	91	3	13	0	0	0	81
	2019	81	5	3	0	0	0	83
North Carolina	2016 8340 0008 7201 7	87	1	3	0	0	0	85
	2018	85	2	9	0	0	0	78
	2019	78	4	2	0	0	1	83
North Dakota	2016 7000 0072 017	7	1	0	0	0	0	8
Ohio	2018	8	1	0	0	0	0	9
	2016 9	16349	0	0	0	10	1660	9

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Ohio	2017	166	2	3	0	0	0	165
	2018	165	3	5	0	0	0	163
	2019	163	0	2	0	0	0	161
Oklahoma	2016 3130 0003 4201 7	34	5	1	0	0	0	38
Oregon	2018	38	2	0	0	0	0	40
	2016 9	1540	10	4	0	0	0	136
15Oregon	2017	15	1	0	0	0	0	16
	2018	16	0	0	0	0	0	16
	2019	16	0	3	0	0	0	13
Pennsylvania	2016 9630 0049 5201 7	95	3	4	0	0	0	94
	2018	94	1	10	0	0	0	85
	2019	85	1	7	0	0	0	79
Rhode Island	2016 5000 0052 017	5	0	1	0	0	0	4
	2018	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
South Carolina	2016 6530 0016 7201 7	67	1	2	0	0	0	66
	2018	66	3	1	0	0	0	68
	2019	68	4	2	0	0	1	71

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
South Dakota	2016 1300 0001 3201 7	13	0	0	0	0	0	13
	2018	13	1	1	0	0	0	13
	2019	13	0	0	0	0	0	13
Tennessee	2016 8210 0028 1201 7	81	4	5	0	0	0	80
	2018	80	2	3	0	0	0	79
	2019	79	3	0	0	0	0	82
Texas	2016 1981 2200 5203 2017	203	7	3	0	1	0	206
Utah	2018	206	4	3	0	0	0	207
	2016 9	32207	8	3	0	0	01	34213
Utah	2017	34	3	2	0	0	0	35
Vermont	2018	35	0	5	0	0	0	30
	2016 9	130	2	0	0	0	0	032
1Vermont	2017	1	0	0	0	0	0	1
Virginia	2018	1	0	0	0	0	0	1
	2016 9	11731	0	1	0	0	0	0
120Virginia	2017	120	3	0	0	0	0	123
	2018	123	2	6	0	0	0	119
	2019	119	4	2	0	0	0	121
Washington	2016 5510 0005 6201 7	56	2	6	0	0	0	52

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2018	52	0	3	0	0	0	49
	2019	49	0	5	0	0	0	44
West Virginia	2016 2100 0002 1201 7	21	1	0	0	0	0	22
	2018	22	0	0	0	0	0	22
	2019	22	0	0	0	0	0	22
Wisconsin	2016 2810 0012 8201 7	28	3	0	0	0	0	31
	2018	31	0	3	0	0	0	28
	2019	28	0	3	0	0	0	25
Wyoming	2016 9100 0010 2017	10	0	0	0	0	0	10
	2018	10	0	0	0	0	0	10
	2019	10	0	1	0	0	0	9
Total	2016 2,583 1312 5006 02,629 201 7	2,629262 9	89	111	0	1	0	2,606260 6
	2018	2,606260 6	70	184	0	0	62	2,554255 4
	2019	2554	60	115	0	1	46	2544

Table No. 4
Status of Company-Owned Outlets
For Years 2016 7 to 2018 2019

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	20167	003003201 73	0	0	0	0	3
Alaska	2018	3	0	0	0	0	3
	20169	3	0	0	0	0	03
0Alaska	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Arizona	20163 93004 20201 7	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Arkansas	20160 00000 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
California	20160 00000 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Colorado	20163 20000 32201 7	32	0	0	1	0	31
	2018	31	0	0	0	31	0
	2019	0	0	0	0	0	0
Connecticut	20160 00000 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0

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
Delaware	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
District of Columbia	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Florida	~~20164 70160 063~~20 17	63	1	0	0	0	64
	2018	64	0	0	1	0	63
	2019	63	0	0	1	23	39
Georgia	~~20169 51300 99~~201 7	99	1	0	0	0	100
	2018	100	0	0	0	0	100
	2019	100	0	1	0	19	82
Hawaii	~~20160 00000~~ 2017	0	0	0	0	0	0
~~Idaho~~	2018	0	0	0	0	0	0
	2016~~9~~	0	0	0	0	0	0
Idaho	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Illinois	~~20168 00008~~ 2017	8	0	0	0	0	8
	2018	8	0	0	0	0	8
	2019	8	0	0	0	0	8
Indiana	~~2016 41100 042~~20 17	42	0	0	0	0	42

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
~~Iowa~~	2018	42	1	0	0	0	43
	~~2016~~2019	43	0	0	0	0	~~0~~43
~~0~~Iowa	2017	0	0	0	0	0	0
~~Kansas~~	2018	0	0	0	0	0	0
	~~20161 51~~2019	0	0	0	~~16~~0	0	0
Kansas	2017	16	1	0	1	0	16
	2018	16	0	0	0	0	16
	2019	16	0	0	1	0	15
Kentucky	~~20164 41110 45~~2017	45	1	0	0	0	46
	2018	46	0	0	0	0	46
	2019	46	0	0	1	1	44
Louisiana	2016~~7~~	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Maine	2017	0	0	0	0	0	0
~~Maine~~	2018	0	0	0	0	0	0
	~~20160 00000 20170 00000 2018~~2019	0	0	0	0	0	0
Maryland	~~20166 00000 60~~2017	60	0	0	0	0	60
	2018	60	0	0	1	0	59
	2019	59	1	0	0	0	60
Massachusetts	~~20160 00000~~2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0

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
	2019	0	0	0	0	0	0
Michigan	20160 00000 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Minnesota	20163 30000 33201 7	33	0	0	1	0	32
	2018	32	1	0	2	31	0
	2019	0	0	0	0	0	0
Mississippi	20160 00000 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Missouri	20164 20000 42201 7	42	1	0	0	0	43
Montana	2018	43	0	0	1	0	42
	20162 019	42	0	0	0	0	042
0Montana	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Nebraska	20167	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Nevada	2017	0	0	0	0	0	0
Nevada	2018	0	0	0	0	0	0
	20160 00000 20170 00000 20182 019	0	0	0	0	0	0

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
New Hampshire	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
New Jersey	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
New Mexico	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
New York	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
North Carolina	~~20169 91000 100~~20 17	100	2	0	0	0	102
	2018	102	0	0	1	0	101
	2019	101	1	0	2	1	99
North Dakota	201~~6~~7	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Ohio ~~Ohio~~	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	~~20160 00000 20170 00000 2018~~2 019	0	0	0	0	0	0
Oklahoma	201~~6~~7	0	0	0	0	0	0

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
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Oregon ~~Oregon~~	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	~~20160 00000 20170 00000 2018~~2 019	0	0	0	0	0	0
Pennsylvania	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Rhode Island	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
South Carolina	~~20168 10009~~ 2017	9	0	0	0	0	9
	2018	9	1	0	0	0	10
	2019	10	0	0	0	1	9
South Dakota	~~20160 00000~~ 2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Tennessee	~~20163 10000 31~~201 7	31	1	0	0	0	32
	2018	32	1	0	0	0	33
	2019	33	1	0	0	0	34
Texas	~~20168 74200 93~~201 7	93	1	1	0	1	94

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
~~Utah~~	2018	94	2	0	1	0	95
	~~2016~~2019	95	0	0	0	~~0~~1	~~0~~94
~~0~~Utah	2017	0	0	0	0	0	0
~~Vermont~~	2018	0	0	0	0	0	0
	201~~6~~9	0	0	0	0	0	0
Vermont	2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Virginia	~~2016260000~~2017	26	0	0	0	0	26
	2018	26	0	0	0	0	26
	2019	26	0	0	0	0	26
Washington	~~2016000000~~2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
West Virginia	~~2016000000~~2017	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Wisconsin	201~~6~~7	0	0	0	0	0	0
	2018	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Wyoming	2017	0	0	0	0	0	0
~~Wyoming~~	2018	0	0	0	0	0	0
	~~2016000000~~~~2017000000~~~~2018~~2019	0	0	0	0	0	0

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
Total	~~20167 07132 51427 02~~2017	702	9	1	3	1	708
	2018	708	6	0	7	62	645
	2019	645	3	1	5	46	598

Table No. 5
Projected Openings as of December 30, 2018~~8~~9

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	~~0~~3	~~0/1~~1 / 2	~~0~~
Alaska	~~0~~	~~0/0~~	~~0~~
Arizona	~~01/0~~	0 / 1	
Arkansas	~~0~~	~~0/1~~	~~0~~
California	1	2 / 0	~~2/00~~
Colorado	~~0~~	~~0/0~~	~~0~~
Connecticut	~~0~~	~~0/0~~	~~0~~
Delaware	~~0~~	~~0/0~~	~~0~~
District of Columbia	~~0~~	~~0/0~~	~~0~~
Florida	~~0~~4	~~2/1~~4 / 1	~~0~~1
Georgia	~~0~~2	2 / 3	~~1/10~~1
Hawaii	~~0~~	~~0/0~~	~~0~~
Idaho	~~0~~	~~0/1~~	~~0~~
Illinois	~~0~~3	2 / 1~~/0~~	~~0~~
Indiana	1	1 / 0	~~1/30~~
Iowa	~~0~~	~~0/0~~	~~0~~
Kansas	~~0~~1	~~0/2~~0 / 1	~~0~~
Kentucky	~~0~~	~~0/0~~	~~0~~
Louisiana	2	2 / 0	~~0/00~~
Maine	~~0~~	~~0/0~~	~~0~~
Maryland	~~0~~	~~1/0~~	~~0~~
Massachusetts	~~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
Michigan	~~0~~1	~~0/0~~0 / 1	~~0~~
Minnesota	~~0~~	~~1/0~~	~~0~~
Mississippi	~~0~~	~~1/1~~1 / 2	~~0~~
Missouri	~~0~~	~~0/0~~	~~0~~
Montana	~~0~~	~~0/0~~	~~0~~
Nebraska	~~0~~	~~0/0~~	~~0~~
Nevada	~~0~~	~~0/0~~	~~0~~
New Hampshire	~~0~~	~~0/0~~	~~0~~
New Jersey	1	1 / 0	~~3/00~~
New Mexico	~~0~~	~~0/0~~	~~0~~
New York	1	1 / 0	~~2/10~~
North Carolina		2 / 0	~~0/20~~1
North Dakota	~~0~~	~~0/0~~	~~0~~
Ohio	~~0~~2	~~0/0~~0 / 2	~~0~~
Oklahoma	1	1 / 0	~~1/00~~
Oregon		1 / 0	~~0/00~~
Pennsylvania	~~0~~	~~1/0~~	~~0~~
Rhode Island	~~0~~	~~0/0~~	~~0~~
South Carolina	~~00/1~~1	0 / 3	
South Dakota	~~0~~	~~0/0~~	~~0~~
Tennessee	~~0~~2	~~2/1~~1 / 1	~~0~~1
Texas	~~0~~9	8 / 2~~/7~~	~~0~~
Utah	~~0~~	~~1/0~~	~~0~~
Vermont	~~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
Virginia	~~0~~1	~~0/4~~0 / 1	~~0~~
Washington	~~0~~	~~0/0~~	~~0~~
West Virginia	~~0~~	~~0/0~~	~~0~~
Wisconsin	~~0~~	~~0/0~~	~~0~~
Wyoming	~~0~~	~~0/0~~	~~0~~
Total	~~0~~36	30 / 21	~~23/270~~4

List of Franchisees

Attached hereto as **Exhibit M** 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

Attached hereto as **Exhibit N** 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, Kentucky 40299 or P.O. Box 99900, Louisville, Kentucky 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, South Carolina 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 consolidated balance sheets of Papa John's and subsidiaries as of December ~~30~~29, 201~~8~~9 and December 3~~1~~0, 201~~7~~8, and the related consolidated statements of operations, comprehensive income, stockholders' deficit, and cash flows for each of the three years in the period ended December ~~30~~29, 201~~8~~9.

ITEM 22: CONTRACTS

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

Franchise Agreement — Exhibit B

Oven Lease Agreement — Exhibit C-1

Oven Payment Agreement — Exhibit C-2

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

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STATE-SPECIFIC EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin. This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:_____

CALIFORNIA
Effective: _____

ILLINOIS
Effective: _____

INDIANA
Effective: _____

MARYLAND
Effective: _____

MICHIGAN
Filed: _____

MINNESOTA
Effective: _____

NEW YORK
Effective: _____

NORTH DAKOTA
Effective: _____

RHODE ISLAND
Effective _____

SOUTH DAKOTA
Effective: _____

VIRGINIA
Effective: _____

WASHINGTON
Effective: _____

WISCONSIN
Effective: _____

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ITEM 23: RECEIPTS

(Exhibit Q)

Receipt

THIS DISCLOSURE DOCUMENT SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF PAPA JOHN'S INTERNATIONAL, INC. OFFERS YOU A FRANCHISE, PAPA JOHN'S INTERNATIONAL, INC. MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT WITH, OR MAKE ANY PAYMENT TO, PAPA JOHN'S INTERNATIONAL, INC. OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR EARLIER IF REQUIRED BY STATE LAW.

IF PAPA JOHN'S INTERNATIONAL, INC. DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE APPROPRIATE STATE AGENCY IDENTIFIED ON EXHIBIT A.

The only sellers offering the franchise described in this disclosure document are: ~~Joe Smith~~Amanda Clark, telephone ~~502-261-4593~~502-261-4428, e-mail ~~joe_smith@papajohns~~amanda_clark@papajohns.com; Mike Measells, telephone 502-261-4519, e-mail mike_measells@papajohns.com; Anthony Hellmueller, telephone 502-261-4844, e-mail anthony_hellmueller@papajohns.com; Joni Dalton, telephone 502-261-4116, e-mail joni_dalton@papajohns.com; Paula Greenwell, telephone 502-261-4928, e-mail paula_greenwell@papajohns.com; Ammy Harrison, telephone 502-261-4076, e-mail ammy_harrison@papajohns.com; Nadine Sickles, telephone 502-261-4752, e-mail nadine_sickles@papajohns.com; and Erin Snyder, telephone 502-261-4825, e-mail erin_snyder@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 April ~~29~~15, 20~~19~~20. We authorize the respective state agencies identified on Exhibit A to receive service of process for Papa John's International, Inc. in the particular state.

I have received a disclosure document dated April ~~29~~15, 20~~19~~20, that included the following Exhibits:

A	List of State Agencies/Agents for Service of Process	H	Advertising Agreement
B	Franchise Agreement	I	Operating Manual Table of Contents
C-1	Oven Lease Agreement	J	Cooperative By-Laws
C-2	Oven Payment Agreement	K	Owner Agreement
D-1	Franchise Agreement — Non-Traditional	L	Authorization to Transfer
D-2	Franchise Agreement — Small Town Non-Traditional	M	List of Franchisees
E	Development Agreement	N	Exhibit to Item 20
F	Authorization for Automatic Withdrawal	O	Financial Statements and Management's Report
G	Cheese Purchase Agreement	P	Amendments
		Q	Receipts

_____ _____

Date Franchisee Signature

_____

Printed Name