FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT

Sonic Franchising LLC
a Delaware limited liability company
Three Glenlake Parkway NE
Atlanta, Georgia 30328
(678) 514-4100
www.sonicdrivein.com

You will operate a Sonic restaurant, which features a variety of specialty drinks (such as cherry limeades and slushes), ice cream desserts, cheeseburgers, chicken entrees, hot dogs, onion rings and tater tots and breakfast items.

The total investment necessary to begin operation of a Traditional Sonic Drive-In franchise ranges from $1,714,200 to $3,370,900. This includes $45,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Traditional C-Store Sonic Drive-In franchise ranges from $699,200 to $1,390,900. This includes $45,000 that must be paid to the franchisor or affiliate. If you sign a Development Agreement to develop multiple Sonic Drive-Ins, the total investment necessary to begin operation under the Development Agreement ranges from $20,000 to $100,000. This includes $20,000 to $100,000 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your license 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 disclosure 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 Sonic's Franchise Development Team at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and (678) 514-4100.

The terms of your contract will govern your franchise relationship. Don't 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 the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 24, 2023, as amended May 24, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees and developers. You can find their names and contact information in Exhibits E-1, E-3, E-4 and E-5.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Sonic business in my area?	Item 12 and the "territory" provisions in the license agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Sonic franchisee or developer?	Exhibits E-1, E-3, E-4 and E-5 list current and former franchisees and developers. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The license agreement and development agreement require you to resolve disputes with the franchisor by litigation only in the then-current county where the franchisor's corporate headquarters are located, which is currently Atlanta, Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with the franchisor in its home state than in your own state.

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

THE FOLLOWING APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. 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:

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

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

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

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

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

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

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

Any questions regarding the notice should be directed to the State of Michigan Consumer Protection Division, Attn: Franchise Section, 670 G. Mennen Williams Building, 525 West Ottawa, Lansing, Michigan 48933, telephone (517) 335-7567.

TABLE OF CONTENTS

ITEM		PAGE
ITEM 1	THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	13
ITEM 3	LITIGATION	16
ITEM 4	BANKRUPTCY	19
ITEM 5	INITIAL FEES	19
ITEM 6	OTHER FEES	21
ITEM 7	ESTIMATED INITIAL INVESTMENT	25
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	29
ITEM 9	FRANCHISEE'S OBLIGATIONS	31
ITEM 10	FINANCING	32
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	33
ITEM 12	TERRITORY	44
ITEM 13	TRADEMARKS	49
ITEM 14	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION	51
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	53
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	53
ITEM 17	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	54
ITEM 18	PUBLIC FIGURES	57
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATION	57
ITEM 20	SONIC DRIVE-INS AND FRANCHISEE INFORMATION	66
ITEM 21	FINANCIAL STATEMENTS	75
ITEM 22	CONTRACTS	75
ITEM 23	RECEIPTS	75

EXHIBITS

A	State Administrators and Agents for Service of Process
B-1	Number 23 License Agreement
B-2	Non-Traditional Rider to License Agreement
B-3	Number 23 License Agreement Incentives Amendment
C-1	Number 23 Development Agreement
C-2	Number 23 Development Agreement Incentives Amendment
D	Confidentiality Agreement
E-1	Franchisees and Their Sonic Restaurants
E-2	Franchisees Whose Sonic Restaurant Had Not Opened as of January 2, 2023
E-3	Developers
E-4	Franchisees Who Ceased to Do Business under a Sonic License Agreement
E-5	Developers Who Ceased to Do Business under a Sonic Development Agreement
F	Financial Statements
G	State Specific Addenda
H	Receipts

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, "Sonic," "we," "us" or "our" means Sonic Franchising LLC, a Delaware limited liability company, the franchisor. "You" means the individual or business entity to whom we grant a franchise. If you are a corporation, limited liability company, partnership or other entity, your owners who own a direct or indirect ownership interest of 10% or more in you must sign a Personal Guaranty, which means that all of the provisions of the Number 23 Area Development Agreement (Exhibit C-1) and License Agreement (Exhibit B-1) also will apply to them individually.

The Franchisor

We are a Delaware limited liability company formed on March 23, 2011. Our principal business address is Three Glenlake Pkwy NE, Atlanta, Georgia 30328. We do business under the brand names "Sonic," "Sonic Drive-In" and "Sonic, America's Drive-In," among others. The Sonic brand began in the early 1950s, and we, though our predecessors, have offered Sonic franchises since 1974. Except as noted in this Item, we do not offer, and have never offered, franchises in any other line of business. If we have an agent for service of process in your state, we disclose that agent in Exhibit A.

Sonic Industries Services LLC ("SIS") is an Oklahoma limited liability company with the same principal business address as us. SIS was originally formed as an Oklahoma corporation and was named Sonic Industries Services Inc., and on December 31, 2022 converted to an Oklahoma limited liability company and changed its name to Sonic Industries Services LLC. Under a management agreement between SIS and us, SIS performs our obligations under the License Agreements and Development Agreements. SIS also acts as our franchise sales agent. We pay SIS a management fee for their services. If SIS fails to perform its obligations under the management agreement, then we may replace SIS as the franchise manager. As the franchisor, we are responsible and accountable to you to make sure that all of our obligations under your License Agreement and Development Agreement are performed in compliance with the respective agreements, regardless of whether we, SIS, or another third-party performs those services on our behalf.

The Sonic Franchise Opportunity

We grant franchises for restaurants that feature drive-in restaurant food and drinks and related items that operate under our Proprietary Marks (defined below) and our Sonic system, all of which we may change periodically ("Sonic Restaurants" or "Sonic Drive-Ins"). We offer franchises to operate a Sonic Restaurant at either a Traditional Drive-In location, a Non-Drive-In Location, or at a Non-Traditional Location, each as defined below, under Sonic's Number 23 License Agreement ("License Agreement" or "LA"), attached as Exhibit B-1. We call the Sonic Restaurant that you will operate under the License Agreement your "Restaurant" or your "Drive-In", even if your Restaurant operates from a Non-Drive-In Location or a Non-Traditional Location.

A "Traditional Drive-In" is a Sonic Restaurant that features a wide array of classic drive-in favorites like made-to-order cheeseburgers, chicken options ranging from sandwiches to

boneless wings, a variety of hot dogs including the 6-inch premium beef hot dogs and footlong quarter-pound coneys, hand-made onion rings, tater tots and a full breakfast menu. In addition to great food, a Traditional Drive-In is known for its variety of indulgent real ice cream treats and specialty fountain drinks like our signature cherry limeades, famous slushes and our candy mix-in SONIC Blast® treats. Traditional Drive-Ins are typically open from 6 a.m. to at least 11 p.m. and, unlike most quick-service restaurant competitors, serve the entire menu all day long. A Traditional Sonic Drive-In typically is a free-standing, 1-story building with surrounding parking stalls covered by canopies, providing in-car service for approximately 8 to 24 cars. Most Sonic Drive-Ins also incorporate drive-thru service and patio seating and some may provide an enclosed patio or indoor seating. The drive-in concept allows our customers to place their order from their car whenever they are ready by pressing our well-known red button. A switchboard operator receives the order through a speaker system and a carhop, sometimes on roller skates, delivers the customers' food right to their cars. Customers can also order from the counter at locations with indoor seating. A "Non-Drive-In Location" is any permanent or temporary Sonic Restaurant facility (other than a Non-Traditional Location) that is not a free-standing building with canopies devoted solely to the Sonic Restaurant and ordering capability accessible to the general public by automobile from public thoroughfares. Non-Drive-In Locations or "C-Store" locations include convenience stores, gas filling stations and travel plazas. A "Non-Traditional Location" is any permanent or temporary food service facility that operates (1) under one or more of the Proprietary Marks and all or part of the Sonic system, and (2) at locations that do not feature unlimited and unrestricted access to the general public by automobile from public thoroughfares. Non-Traditional Locations include (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas, and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters, and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts, and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos, and convention centers; (h) hospitals, nursing facilities, and other medical facilities; and (i) reservations and other sovereign territories. If you operate your Sonic Restaurant at a Non-Traditional Location, then we and you will sign the Non-Traditional Rider to License Agreement (the "Non-Trad Rider"), attached as Exhibit B-2, together with the License Agreement. The Non-Trad Rider modifies certain provisions of the License Agreement to address the differences of operating the Sonic Restaurant at a Non-Traditional Location.

We also offer the right to develop and open 2 or more Sonic Restaurants under our Number 23 Development Agreement ("Development Agreement" or "DA"), attached as Exhibit C-1. Under the Development Agreement you or your Controlled Affiliate (defined below) will have the right and obligation to develop a specified number of Sonic Restaurants within a defined geographic area (the "Development Area") according to a specified schedule (the "Development Schedule"). You (or your Controlled Affiliate) will sign our then current form of License Agreement for each Sonic Restaurant developed in the Development Area, which currently is the Number 23 License Agreement included in this disclosure document but in the future could differ from that form. However, the initial license fee will be $45,000 and the royalty will be the standard tiered royalty rate reflected in Item 6 under each License Agreement that the Development Agreement covers. A "Controlled Affiliate" is a corporation, limited liability company or other

entity of which you (or your owners) both own more than 50% of the ownership interests and have the unilateral authority to direct and control the entity's management and policies.

The Market and Competition

The general market for Sonic Restaurants is the frequent fast-food consumer, a highly developed and very competitive market. As a Sonic franchisee, you will have to compete with numerous other businesses offering similar food items, including an unknown number of individually-owned, quick-service restaurants.

Laws, Rules, and Regulations

You will have to comply with all federal, state and local laws, including minimum wage laws, health and sanitation laws and other laws such as menu labeling laws that apply to restaurants in general. You also will have to comply with all other federal, state and local laws and regulations that apply generally to all businesses. We encourage you to make additional inquiries into those laws and regulations and obtain the assistance of legal counsel.

Our Predecessors, Parents and Certain Sonic Affiliates

Unless otherwise noted, the principal business address of our predecessors, parents and affiliates is Three Glenlake Parkway NE, Atlanta, Georgia 30328.

In a merger effective December 7, 2018, an affiliate of Inspire Brands, Inc., a Delaware corporation ("Inspire Brands"), became our indirect parent (the "2018 Merger"). Another parent is SIS. SRI Operating Company, an Oklahoma corporation ("SRI") and one of our affiliates, owns and operates certain Sonic Drive-Ins. SRI has operated Sonic Drive-Ins since it acquired them from an affiliate in December 2018 as part of the 2018 Merger.

SIS offered franchises for Sonic Restaurants from 1974 until May 20, 2011. On May 20, 2011, Sonic and certain affiliates refinanced debt from a 2006 securitization transaction with a new securitized debt facility (the "2011 Securitization"). As part of this transaction, we were formed to grant new Sonic License Agreements and Development Agreements beginning May 20, 2011. Another affiliate, America's Drive-In Brand Properties LLC, a Kansas limited liability company ("ADIBP"), owns all Sonic trademarks and intellectual property relating to the operation of Sonic Drive-Ins (the "Franchise IP"). ADIBP has licensed the Franchise IP to us for our use in exercising our rights as the franchisor of all new License Agreements and Development Agreements. Except as otherwise noted, neither Inspire Brands, SIS, SRI or ADIBP has ever offered franchises in any line of business nor operated any Sonic Restaurants.

One of our affiliates, Inspire International, Inc. ("Inspire International"), was incorporated under the name BWLD Global III, Inc. Inspire International's principal address is the same as our address. On October 14, 2021, BWLD Global III, Inc. merged with its affiliates Arby's International, Inc. and Sonic International, Inc., with Inspire International as the surviving entity. As part of that restructuring, BWLD Global III, Inc. changed its name to Inspire International, Inc. Inspire International has directly offered and granted franchises for Buffalo Wild Wings Sports Bars operating outside the United States since its formation in October 2019 and acquired the existing development agreements and franchise agreements for Buffalo Wild Wings Sports Bars

outside the United States in December 2019. Inspire International, directly or through its predecessor Arby's International, Inc., has offered franchises and master franchises for Arby's restaurants outside the United States, Canada, Turkey and Qatar since May 2016. Inspire International, directly or through its predecessor Sonic International, Inc., has offered franchises for Sonic restaurants outside the United States since November 2019. Lastly, Inspire International has directly offered franchises for Jimmy John's restaurants outside the United States since November 2022.

In addition to the above, the following affiliates offer and sell franchises internationally: DB Canadian Franchising ULC ("DB Canada"), DDBR International LLC ("DB China"), DD Brasil Franchising Ltda. ("DB Brasil"), DB Mexican Franchising LLC ("DB Mexico"), and BR UK Franchising LLC ("BR UK"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business. DB Canada was formed in May 2006 and has, directly or through its predecessors, offered and sold Dunkin' and Baskin-Robbins franchises in Canada since January 1972. DB China has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. DB Brasil has offered and sold Dunkin' and Baskin-Robbins franchises in Brazil since its formation in May 2014. DB Mexico has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. BR UK has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. Except as described, none of the international franchisors have offered franchises in any other line of business or operated a Sonic restaurant.

Inspire Brands Affiliated Programs

Inspire Brands is a global, multi-brand restaurant company, launched upon completion of the merger between a parent of the Arby's brand and a parent of the Buffalo Wild Wings brand in February 2018. Subsidiaries of Inspire Brands listed below are our affiliates who own and administer the network of franchised and company-owned restaurants operating under the Arby's, Buffalo Wild Wings, Buffalo Wild Wings-GO, Jimmy John's, Sonic, Dunkin' and Baskin-Robbins brands. Unless otherwise stated, all Inspire Brands' subsidiaries share our principal business address. Except as described below, none of Inspire Brands' subsidiaries have ever operated or offered franchises for Sonic Drive-Ins or offered franchises in any other line of business.

The Arby's brand, founded in 1964, is known for its slow-roasted, freshly-sliced roast beef and other deli-style sandwiches it is the second-largest sandwich restaurant brand in the world. Arby's Franchisor, LLC ("Arby's Franchisor") is the franchisor of Arby's restaurants in the United States, Canada, Turkey and Qatar. Arby's Franchisor has offered franchises for Arby's restaurants since December 2015 but its predecessors have been franchising Arby's restaurants since 1965. Inspire International, Inc. ("Inspire International") has offered franchises and master franchises for Arby's restaurants outside the United States since October 2021. As of January 1, 2023, there were approximately 3,415 Arby's restaurants operating in the United States (2,305 franchised and 1,110 company-owned), and 174 franchised Arby's restaurants operating internationally. Predecessors and former affiliates of Arby's Franchisor have, in the past, offered franchises

for other restaurant concepts including T.J. Cinnamon's® stores that served gourmet baked goods. All of the T.J. Cinnamon's locations have closed.

Buffalo Wild Wings International, Inc. ("BWWI") has offered franchises in the United States for sports entertainment-oriented casual dining restaurants that feature chicken wings, sandwiches and other products and alcoholic and other beverages under the Buffalo Wild Wings name ("Buffalo Wild Wings Sports Bars") since April 1991 and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("BWW-GO Restaurants") since December 2020. Inspire International has offered franchises for Buffalo Wild Wings restaurants outside the United States since October 2019 and acquired the existing development agreements and franchise agreements for Buffalo Wild Wings Sports Bars outside the United States in December 2019. As of January 1, 2023, there were 1,189 Buffalo Wild Wings Sports Bars operating in the United States (530 franchised and 659 company-owned) and 75 Buffalo Wild Wings or B-Dubs restaurants operating outside the United States (63 franchised and 12 company-owned). As of January 1, 2023, there were 41 BWW-GO Restaurants operating in the United States (4 franchised and 37 company-owned).

Dunkin' Donuts Franchising LLC ("DD") is the franchisor of Dunkin' restaurants in the United States and certain international territories. Baskin-Robbins Franchising LLC ("BR") is the franchisor of Baskin-Robbins restaurants in the United States and certain international territories. DD and BR became subsidiaries of Inspire Brands in December 2020. Dunkin' restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. BR franchises Baskin-Robbins restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. DD has offered franchises for Dunkin' restaurants, and BR has offered franchises for Baskin-Robbins restaurants, since March 2006. As of January 1, 2023, there were 8,118 single-branded franchised Dunkin' restaurants operating in the United States and 3,872 operating in 37 countries. As of January 1, 2023, there were 1,001 single-branded franchised Baskin-Robbins restaurants in the United States and 5,349 operating in 37 countries and Puerto Rico. As of January 1, 2023, there were 1,252 Dunkin' and Baskin-Robbins combo restaurants operating in the United States.

Jimmy John's Franchisor SPV, LLC ("Jimmy John's"), the franchisor of Jimmy John's restaurants operating under the JIMMY JOHN'S trade name and business system, became Inspire Brands subsidiary in October 2019. Jimmy John's restaurants feature high-quality deli sandwiches, served on fresh baked breads, and other permitted food and beverage products. Jimmy John's has offered franchises for Jimmy John's restaurants since July 2017, and its predecessor offered franchises for Jimmy John's restaurants from 1993 until July 2017. As of January 1, 2023, had 2,637 restaurants operating in the United States (2,597 franchised and 40 affiliate-owned).

Other Affiliated Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm, we are affiliated with the following franchise programs ("Affiliated Programs"). None of these affiliates operate a Sonic Drive-In franchise.

Focus Brands Inc. ("Focus Brands") is the indirect parent company to 7 franchisors, including: Auntie Anne's Franchisor SPV LLC ("Auntie Anne's"), Carvel Franchisor SPV LLC ("Carvel"), Cinnabon Franchisor SPV LLC ("Cinnabon"), Jamba Juice Franchisor SPV LLC ("Jamba"), McAlister's Franchisor SPV LLC ("McAlister's"), Moe's Franchisor SPV LLC ("Moe's"), and Schlotzsky's Franchisor SPV LLC ("Schlotzsky's"). All 7 Focus Brands franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with Focus Brands through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, 2022, there were approximately 1,135 franchised facilities and 11 affiliate-owned facilities in the United States and approximately 775 franchised facilities operating outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with Focus Brands in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2022, there were 326 domestic retail shoppes (including 1 shoppe co-branded in a Schlotzsky's restaurant operated by our affiliate), 30 international retail shoppes, and 2 foodservice locations operated by independent third parties that offer Carvel® ice cream and frozen desserts including cakes and ice cream novelties.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with Focus Brands through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2022, franchisees operated 950 Cinnabon retail outlets in the United States and 918 Cinnabon retail outlets outside the United States and 178 Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with

Focus Brands through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2022, there were approximately 735 Jamba franchised stores and 3 affiliate-owned Jamba stores in the United States and 54 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants which offer a line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with Focus Brands in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2022, there were 492 domestic franchised McAlister's restaurants and 32 affiliate-owned restaurants operating in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, 2022, there were 636 franchised Moe's Southwest Grill restaurants operating in the United States and one franchised restaurant operating outside the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with Focus Brands through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2022, there were 299 franchised Schlotzsky's restaurants and 27 affiliate-owned restaurants operating in the United States.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 and as of December 31, 2022, had 483 franchised facilities. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offers professional therapeutic massage services, facial services and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2022, there were 1,083 Massage Envy locations operating in the United States, including 1073 operated as total body care Massage Envy businesses and 10 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2022,

there were 10 regional developers operating 12 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. ("CKE"), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's ® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 30, 2023, there were 195 company-operated Hardee's restaurants, including 4 Hardee's/Red Burrito Dual Concept restaurants, and there were 1,512 domestic franchised Hardee's restaurants, including 146 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 429 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 30, 2023, there were 48 company-operated Carl's Jr. restaurants, and there were 1,020 domestic franchised Carl's Jr. restaurants, including 266 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 620 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("Driven Holdings") is the indirect parent company to 10 franchisors, including Meineke Franchisor SPV LLC ("Meineke"), Maaco Franchisor SPV LLC ("Maaco"), Drive N Style Franchisor SPV LLC ("DNS"), Merlin Franchisor SPV LLC ("Merlin"), Econo Lube Franchisor SPV LLC ("Econo Lube"), 1-800-Radiator Franchisor SPV LLC ("1-800-Radiator"), CARSTAR Franchisor SPV LLC ("CARSTAR"), Take 5 Franchisor SPV LLC ("Take 5"), ABRA Franchisor SPV LLC ("ABRA") and FUSA Franchisor SPV LLC ("FUSA"). In April 2015, Driven Holdings and its franchised brands at the time (Meineke, Maaco, DNS, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, DNS, Econo Lube, Merlin, CARSTAR, Take 5, ABRA and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. All 10 franchisors have not offered franchises in any other line of business.

Meineke franchises automotive centers which offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since

September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 31, 2022, there were 703 Meineke centers, 22 Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 31, 2022, there were 397 franchised Maaco centers and no company-owned Maaco centers in the United States.

DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 31, 2022, there were 30 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 31, 2022, there were 5 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of December 31, 2022, there was 1 Aero Colours franchise and no company-owned Aero Colours businesses in the United States.

Merlin franchises shops which provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December 31, 2022, there were 24 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 31, 2022, there were 10 Econo Lube N' Tune franchises and 12 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 31, 2022, there were 196 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 31, 2022, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 31, 2022, there were 445 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 31, 2022, there were 228 franchised Take 5 outlets operating in the United States. An affiliate of Take 5 currently operates approximately 575 Take 5 outlets and outlets that operate under other brands, many of which may be converted to the Take 5 brand and operating platform in the future.

ABRA franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. ABRA and its predecessor have offered ABRA franchises since 1987. As of December 31, 2022, there were 58 franchised ABRA repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 31, 2022, there were 180 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA's affiliate pursuant to a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) Meineke Canada SPV LP and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) Maaco Canada SPV LP and its predecessors have offered Maaco center franchises in Canada since 1983; (3) 1-800-Radiator Canada, Co. has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) Carstar Canada SPV LP and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) Take 5 Canada SPV LP and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) Driven Brands Canada

Funding Corporation and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) Go Glass Franchisor SPV LP and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) Star Auto Glass Franchisor SPV LP and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. These franchisors have not offered franchises in any other line of business.

As of December 31, 2022, there were: (i) 25 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 21 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 8 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 319 franchised CARSTAR facilities and no company-owned CARSTAR facilities in Canada; (v) 30 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) 38 franchised UniglassPlus businesses, 31 franchised UniglassPlus/Ziebart businesses, and no franchised Uniglass Express businesses in Canada, and 4 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 7 franchised VitroPlus businesses, 62 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and 4 company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) 33 franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) 10 franchised Go! Glass & Accessories businesses and 1 franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

ServiceMaster Systems LLC is the direct parent company to three franchisors operating in the United States: Merry Maids SPE LLC ("Merry Maids"), ServiceMaster Clean/Restore SPE LLC ("ServiceMaster") and Two Men and a Truck SPE LLC ("Two Men and a Truck"). Merry Maids and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021. The three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, 2022, Merry Maids had 967 franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, 2022, ServiceMaster had operating in the United States 671 ServiceMaster Clean franchises and 2,157 ServiceMaster Restore franchises operating in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, 2022, there were 293 Two Men and a Truck franchises and three company-owned locations operating in the United States. As of December 31, 2022, there were not any Two Men and a Junk Truck franchises or company-owned locations in operation.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, ServiceMaster of Canada Limited offers franchises in Canada, ServiceMaster Limited offers franchises in Great Britain and Two Men and a Truck offers franchises in Canada, Ireland and the United States.

NBC Franchisor LLC ("NBC") franchises gourmet bakeries which offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2022, there were 409 Northing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC ("Mathnasium") franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2021. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2022, there were 955 Mathnasium franchises in the United States and its parent company operated 3 Mathnasium centers in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States. Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2022, there were 88 franchised Mathnasium centers in Canada. Mathnasium International Franchising, LLC has offered franchises outside the United States and Canada since May 2015. As of December 31, 2022, there were 65 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC have a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

i9 Sports, LLC ("i9") franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2022, there were 218 i9 Sports franchises and one company-owned location. i9 has never offered franchises in any other line of business.

SafeSplash Brands, LLC (also known as "Streamline Brands") offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide "learn to swim" programs for children and adults, birthday parties, summer camps, other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2022, there were 110 franchised and company-owned SafeSplash Swim School outlets (included 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools and one dual-branded Swimtastic and SwimLabs swim school operating in the United States. Streamline Brands has never offered franchises in any other line of business.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so. Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

ITEM 2
BUSINESS EXPERIENCE

Board of Managers: Paul J. Brown

Mr. Brown has been a Member of our Board of Managers since December 2018. He also has been Inspire Brands' Chief Executive Officer in Atlanta, Georgia since its formation in February 2018. In addition, he has been the Chief Executive Officer of Arby's Restaurant Group, Inc. ("ARG") in Atlanta, Georgia since May 2013.

Brand President: James Taylor

Mr. Taylor has been our Brand President since April 2023. He previously held many positions with ARG in Atlanta, Georgia, including the President from August 2019 to April 2023, Chief Marketing Officer from September 2017 to August 2019, Brand Activation from November 2016 to September 2017, and Senior Vice President, Product Development and Integration from June 2014 to October 2016.

Chief Development Officer of Inspire Brands: Don Crocker

Mr. Crocker has been Inspire Brands' Chief Development Officer in Atlanta, Georgia since March 2019. He previously was Inspire Brands' Senior Vice President Real Estate in Atlanta, Georgia from August 2018 to March 2019. Before that, he was the Senior Director Restaurant Development and Supply Chain for Chick-fil-A, Inc. in Atlanta, Georgia from December 1997 to July 2018.

Chief Administrative Officer, General Counsel, Secretary, and Board of Managers: Nils H. Okeson

Mr. Okeson has been a Member of our Board of Managers since December 2018 and our Chief Administrative Officer, General Counsel and Secretary since August 2020. He also has been Inspire Brands' Chief Administrative Officer, General Counsel and Secretary in Atlanta, Georgia since its formation in February 2018. In addition, he has been the Chief Administrative Officer, General Counsel and Secretary of ARG in Atlanta, Georgia since January 2013.

Chief Financial Officer and Board of Managers: Katherine Jaspon

Ms. Jaspon has been our Chief Financial Officer and a Member of our Board of Managers since July 2021. She also has been Inspire Brands' Chief Financial Officer in Atlanta, Georgia since July 2021, and the Chief Financial Officer of DD and BR in Canton, Massachusetts and Atlanta, Georgia since April 2017.

Chief Operating Officer: Tanishia Beacham

Ms. Beacham has been our Chief Operating Officer in Oklahoma City, Oklahoma since September 2022. She previously was our Senior Vice President of Franchise Operations and Operating Systems from December 2020 to September 2022, Senior Vice President of Franchise Operations and Marketing Implementation from May 2017 to December 2020, Vice President of Franchise Operations and Marketing Implementation from February 2017 to May 2017, and Vice President of Franchise Operations from August 2015 to February 2017, all in Oklahoma City, Oklahoma.

Chief Supply Officer of SIS: Christopher Held

Mr. Held has been SIS's Chief Supply Officer in Atlanta, Georgia since August 2020. He is also the Chief Supply Officer for Inspire Brands since June 2019. He previously was an independent consultant in Atlanta, Georgia from June 2018 to May 2019. Before that, he was Senior Vice President, KFC Supply Chain, Restaurant Supply Chain Solutions (A Yum! Brands Co-Op) in Louisville, Kentucky from July 2015 to June 2018.

Senior Vice President and Chief Marketing Officer of SIS: Lori I. Abou Habib

Ms. Abou Habib has been SIS's Senior Vice President and Chief Marketing Officer since July 2017. She previously was our Vice President of National Marketing from January 2017 to July 2017 and Vice President of Local Relationship Marketing from January 2016 to December 2016.

Senior Vice President of Finance: Juan Jose Joachin

Mr. Joachin has been our Senior Vice President of Finance since May 2022 in Atlanta, Georgia. He has also been Inspire Brands' Senior Vice President of Finance since May 2022. He previously served as Senior Vice President of Finance for Domino's Pizza from December 2018 to May 2022 in Ann Arbor, Michigan. Before that, he served as Vice President Finance Global Operations for Dawn Food Products from January 2015 to November 2018 in Jackson, Michigan.

Senior Vice President, Franchise Development of Inspire Brands: Jason Maceda

Mr. Maceda has been Inspire Brands' Senior Vice President, Franchise Development since September 2022 in Atlanta, Georgia. He previously held several positions with BR in Atlanta, Georgia, including President, Baskin-Robbins from December 2020 to September 2022, Senior Vice President, Baskin-Robbins U.S. and Canada from June 2017 to December 2020, and Vice President U.S. Financial Planning and Field Treasury from September 2011 to June 2017.

Senior Vice President of Franchise Finance of Inspire Brands: Dennis McCarthy

Mr. McCarthy has been Inspire Brands' Senior Vice President of Franchise Finance since May 2022 in Atlanta, Georgia. He previously served as Inspire Brands' Vice President Finance – Beverage and Snacking from December 2020 to April 2022 in Atlanta, Georgia. Before that, he held various positions with Dunkin Brands, Inc., including Vice President of Corporate FP&A and Brand Finance from July 2018 to December 2020 and Vice President – Corporate FP&A and Treasury from March 2017 to July 2018, each in Canton, Massachusetts.

Vice President of Franchise Operations, North Central Region of SIS: Bobby L. Jones

Mr. Jones has been SIS's Vice President of Franchise Operations in in Oklahoma City, Oklahoma since May 2017. He previously was our Vice President of POS Implementation from March 2014 to May 2017.

Vice President, Restaurant Portfolio Management: William Duffy

Mr. Duffy has been our Vice President, Restaurant Portfolio Management since August 2020. He also has been Inspire Brands' Vice President, Restaurant Portfolio Management in Atlanta, Georgia since its formation in February 2018. In addition, he has been the Vice President, Restaurant Portfolio Management of ARG in Atlanta, Georgia since July 2015.

Vice President, Franchise Counsel: Lisa P. Storey

Ms. Storey has served as our Vice President, Franchise Counsel since March 2020. She also has been Inspire Brands' Vice President, Franchise Counsel, in Atlanta, Georgia, since March 2020. She previously was our and Inspire Brands' Vice President, Franchise, HR & Litigation Counsel from December 2018 to February 2020. Before that, she held various positions at ARG in Atlanta, Georgia, including Vice President, Franchise, HR & Litigation Counsel from March 2016 to February 2018.

Vice President of Food Safety of SIS: Nelson Taylor

Mr. Taylor has been SIS's Vice President of Food Safety in Oklahoma City, Oklahoma since August 2017. He previously held several positions with SIS in Oklahoma City, Oklahoma, including Vice President of Food Safety and Equipment from August 2016 to August 2017.

Vice President of Finance: Ted Tetrick

Mr. Tetrick has been our Vice President of Finance since January 2020. He previously was our Treasurer from January 2020 to June 2022, and our Senior Director of Financial Planning and Analysis from January 2017 to January 2020.

Vice President of Franchise Operations, Southeast Region: J. Todd Wekenborg

Mr. Wekenborg has been our Vice President of Franchise Operations, Southeast Region since August 2017. He previously was our Regional Vice President – Eastern Region in from January 2013 to August 2017.

Vice President of Operations and New Franchisee Onboarding of SIS: Nikki Robinson

Ms. Robinson has been SIS's Vice President of Operations and New Franchisee Onboarding in Oklahoma City, Oklahoma since November 2021. He previously held several positions with SIS in Oklahoma City, Oklahoma, including Vice President of Operations from November 2020 to November 2021, our Senior Director of Operations from March 2020 to November 2020, and our Director of Operations from July 2014 to March 2020, all in Oklahoma City, Oklahoma.

Vice President of Training and Operations: Kevin Knutson

Mr. Knutson has been our Vice President of Training and Operations in Oklahoma City, Oklahoma since October 2021. He previously was our Vice President of Training in Oklahoma City, Oklahoma from October 2020 to October 2021, and our Senior Director of Training from January 2015 to October 2020.

Senior Director, Strategy and New Business Development – Non-Traditional of Inspire Brands: Theresa Rivello

Ms. Rivello has been Inspire Brands' Senior Director, Strategy and New Business Development – Non-Traditional in Atlanta, Georgia since January 2023. She previously was Inspire Brands' Director, Strategy and New Business Development – Non-Traditional in Atlanta, Georgia from September 2020 to January 2023. Before that, she was the Director of Retail Strategy and Brand Partnerships for Aramark in Philadelphia, Pennsylvania from February 2017 to September 2020.

ITEM 3
LITIGATION

In re Sonic Corp. Customer Data Security Breach Litigation (United States District Court for the Northern District of Ohio, Eastern Division of Cleveland, MDL Case Nos. 1:17-sb-55000-JSG through 1:17-sb-55008-JSG). On December 12, 2017, plaintiffs filed a consumer class action asserting various claims related to our alleged failure to safeguard customer payment card information. The action related to the data breach incident made public on September 26, 2017, involving a malware attack at certain Sonic Drive-Ins during which customer payment card numbers were acquired without authorization. The plaintiffs sought monetary damages, injunctive and declaratory relief and attorneys' fees and costs. On August 12, 2019, the court approved an agreed settlement. In part, the settlement provided that, in exchange for a release of claims against

defendants, franchisees and relevant vendors, defendants had to pay a total of $4,325,000 into a settlement fund to cover eligible class member claims, attorneys' fees and costs of administration. This amount was fully paid by the defendants' cyber liability insurance.

Alcoa Community Federal Credit Union v. Sonic Corp., Sonic Industries Services Inc., Sonic Capital LLC, Sonic Franchising LLC, Sonic Industries LLC, Sonic Restaurants, Inc. (U.S. District Court for the Northern District of Ohio, Case No. 1:19-sb-55000 (Previous Case No. 4:18-cv-00770-BSM)). On October 16, 2018, in the United States District Court for the Eastern District of Arkansas, plaintiffs filed a consolidated financial institution class action arising out of the data breach incident made public on September 26, 2017. The plaintiffs alleged they suffered property damage and financial losses because we implemented inadequate measures to protect financial institutions' payment card data from being stolen. The plaintiffs sought monetary damages, injunctive and declaratory relief and attorneys' fees and costs. On June 5, 2019, the case was consolidated with a nearly identical lawsuit and transferred to the U.S. District Court for the Northern District of Ohio. On November 13, 2020, the court granted plaintiffs' motion for class certification. On April 25, 2022, the parties entered into a Settlement Agreement and Release whereby defendants agreed to pay up to $5,730,000 to cover eligible class member claims, attorneys' fees, and costs of administration in exchange for a release of claims against defendants. On October 17, 2022, the court granted the parties' motion to approve the settlement.

Sonic Industries, LLC, Sonic Franchising LLC, Sonic Industries Services, Inc., America's Drive-In Brand Properties LLC v. Simple Tie Ventures, LP et al. (US District Court for Western District of Oklahoma, Case No. CIV-20-183-J). On February 28, 2020, plaintiffs filed a complaint against the maker of a promissory note for defaulting on its payment obligations and 10 former Sonic licensees who refused to stop operating their Sonic Drive-Ins after their respective license agreements had been terminated for defaulting on and failing to cure certain financial obligations under those license agreements. On March 6, 2020, plaintiffs filed an amended complaint adding Drive-In Brand Properties LLC as a plaintiff. In their answer defendants alleged various counterclaims, including: (1) breach of the license agreements for improper termination; (2) fraudulent inducement in the sale of real estate to our affiliate (added as a third party defendant), (3) breach of the real estate sale agreement with our affiliate; and (4) breach of the covenant of good faith and fair dealing. Defendants seek monetary damages and attorneys' fees and costs. On July 23, 2020, the court granted plaintiffs a preliminary injunction forcing defendants to close the Sonic Drive-Ins operating under terminated license agreements. On July 12, 2021, the court granted in part and denied in part plaintiffs' motion for summary judgment and entered a permanent injunction in favor of plaintiffs. On March 21, 2022, the parties entered into a Settlement and Release Agreement whereby defendants agreed to make a $200,000 payment to plaintiffs in exchange for a release and dismissal of the action with prejudice.

Sonic Industries LLC, Sonic Franchising LLC, America's Drive-in Brand Properties LLC, Sonic Industries Services, Inc. v. Olympic Cascade Drive Ins, LLC, et. al. (US District Court for the Western District of Oklahoma, Case No. CIV-22-449-PRW). On June 1, 2022, plaintiffs filed a complaint against the makers of a promissory note for defaulting on their payment obligations and 7 former Sonic licensees/co-licensees who refused to stop operating their Sonic Drive-Ins after their respective license agreements had been terminated for defaulting on and failing to cure certain financial obligations under those license agreements. Plaintiffs seek, among other things, all amounts due and owing under the terminated license agreements and a preliminary injunction

against defendants to prohibit defendants' continued breach and violation of the post-termination obligations under the license agreements. In defendants' answer filed on July 5, 2022, Olympic Cascade Drive Ins, LLC ("OCDI") alleged various counterclaims against us and Sonic Industries LLC, including: (1) the violation of the Washington Franchise Protection Act for, among other things, acting in bad faith, terminating the license agreements without good cause, and terminating the license agreements without providing the required notice and cure period; (2) the violation of the Washington Consumer Protection Act; and (3) breach of contract, including the covenant of good faith and fair dealing. OCDI seeks unspecified monetary damages and attorneys' fees and costs and to enjoin plaintiffs from terminating the license agreements. On August 24, 2022, the court granted plaintiffs' motion for preliminary injunction against defendants and enjoined them from operating the subject restaurants as Sonic Drive-Ins. Defendants closed the subject restaurants per the court's preliminary injunction. Plaintiffs deny all liability in this matter and intend to vigorously prosecute their claims and defend themselves against the counterclaims.

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate ARG entered into a settlement agreement with the states of Massachusetts, California, Illinois, Iowa, Maryland, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. E25636618, filed on March 19, 2019.) On March 14, 2019, our affiliate Dunkin Brands, Inc. entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DD's employees. A larger number of franchise agreements in the Dunkin' system contain

a no-poaching provision that prevents Dunkin' franchisees and DD from hiring each other's employees. Under the terms of the settlement, DD agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DD agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DD expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law and, furthermore, that the settlement agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DD. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("NYAG") filed a lawsuit against our affiliate, Dunkin Brands, Inc., related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DD failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DD and the NYAG entered into a consent agreement to resolve the State's complaint. Under consent order, DD agreed to pay $650,000 in penalties and costs, to issue certain notices and other types of communications to New York customers, and to maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

Except as described above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Initial License Fee

You must pay Sonic an initial license fee when you sign the License Agreement. Our standard initial license fee for a Traditional Drive-In location and for Non-Drive-In location is currently $45,000, and our standard initial license fee for a Non-Traditional Location is currently $22,500 (or $2,250 multiplied by the number of full or partial years in the term, up to 10 years). The initial license fees described here are fully earned when paid and are not refundable under any circumstances. During the fiscal year ending January 2, 2022, we charged initial license fees ranging from $0 to $45,000.

Development Fee

Under the Development Agreement you must pay us a nonrefundable development fee of $10,000 multiplied by the number of Sonic Restaurants to be developed under the Development Schedule when you sign the Development Agreement. We will credit $10,000 towards the license fee for each Sonic Restaurant opened under the Development Agreement. You (or your Controlled Affiliate) must pay us the balance of the license fee when you (or your Controlled Affiliate) signs the License Agreement for the Sonic Restaurant being developed. We and you will determine the number of Restaurants you must develop, and the dates by which you must develop them, before signing the Development Agreement. No portion of the development fee is refundable under any circumstances.

Incentives

We periodically offer development incentives to certain franchisees. These incentives may include reduced or waived license fees, royalty fees and/or advertising fees. These incentives may be offered to certain franchisees in good standing based on market needs, development impact or other reasons. We currently offer the following incentives:

New & Developing Markets Incentive. The New & Developing Markets Incentive ("NDM Incentive") is designed to introduce and increase the presence of the Sonic brand in certain markets that we designate as new or developing markets. If you qualify and wish to participate in the NDM Incentive, you must sign a Development Agreement to develop one or more Sonic Restaurants on or before March 31, 2024. Under the NDM Incentive, you will pay the full initial license fee when you sign the License Agreement, but we will credit $30,000 from the initial license fee you paid towards the royalties owed under that License Agreement, provided you submit development costs to us within 120 days of opening the Restaurant, and build the Restaurant in the design, to the specifications, and at the location we approve.

Core Markets Incentive. The Core Markets Incentive ("CM Incentive") is designed to continue growing the presence of the Sonic brand in certain markets that we designate as core markets. If you qualify and wish to participate in the CM Incentive, you must sign a Development Agreement to develop one or more Sonic Restaurants on or before March 31, 2024. Under the CM Incentive, you will pay the full initial license fee when you sign the License Agreement, but we will credit $30,000 from the initial license fee you paid towards the royalties owed under that License Agreement, provided you submit development costs to us within 120 days of opening the Restaurant, and build the Restaurant in the design, to the specifications, and at the location we approve.

We reserve the right to reduce or waive initial license fees for, and to offer other special development incentives (including incentive payments) to, one or more franchisees on a case-by-case basis under certain circumstances. These circumstances may include providing economic incentives for large, sophisticated restaurant operators to open multiple new Restaurants in a development territory on an expedited basis, for existing franchisees to open additional Restaurants or for existing franchisees to take over operating Restaurants or to reopen closed Restaurants. The amount of any fee reductions/waivers or development incentives depends on what we think is best for the Sonic brand in the particular situation.

Training Fees

At least 1 full-time manager working in your Restaurant must complete the General Manager Leadership Class training to our satisfaction no later than 60 days before your Restaurant's opening date. You must pay us $200 per attendee upon registration in the General Manager Leadership Class.

ITEM 6
OTHER FEES

Type of Fee[(1)]	Amount	Due Date	Remarks
Royalty fee[(2)]	5.0% of Gross Sales[(3)]	Payable monthly on the 10th day of the next month	See Note (2)
Brand fee/SBF contribution	0.90% of Gross Sales	Payable monthly on the 10th day of the next month	Payable to the Sonic Brand Fund.
Advertising cooperative fee/SMF contribution[(4)]	3.25% (Minimum) of Gross Sales Traditional and 3.00% Non-Traditional	Payable monthly on the 10th day of the next month	For Traditional Drive-Ins, we collect (or you must pay the advertising cooperative directly) this amount, some of which is forwarded to the System Marketing Fund. For Non-Traditional Restaurants, this entire amount is payable to the SMF.
Technology fee/BTF contribution[(5)]	.25% of Gross Sales	Payable monthly on the 10th day of the next month	Payable to the Brand Technology Fund.
Additional training fee	Currently $200 per person	Before training	If you hire a new general manager after you open your Restaurant, the general manager must attend the General Manager Leadership Class no later than 6 months after assuming the management position and you must pay the additional training fee upon registration.
Transfer fee	$1,000 for each non-control transfer, immediate family transfer, or transfer to a wholly-owned entity, and $3,000 for other transfers	Before transfer	
Audit fee, interest and surcharge	Unpaid amounts, interest, plus additional 10% of unpaid amounts	When billed	You also must reimburse us for the costs of the audit if the audit shows an understatement of at least 3% of Gross Sales.
Late charge	1.75% per month of amount overdue	When billed (monthly)	

Type of Fee[(1)]	Amount	Due Date	Remarks
Renewal fee[(6)]	20% of then-current license fee (currently would be $9,000 for Traditional Drive-Ins and $450/yr of term for Non-Traditional Restaurants)	Upon signing new license agreement for renewal term	
Insurance	Cost of obtaining insurance	As incurred	If you fail to obtain insurance, we may obtain coverage at your expense.
Management fee	3% of Gross Sales	Payable monthly on the 10th day of the next month	Due only if we or our appointee manages the Restaurant pending exercise or closing of the option to purchase after the License Agreement terminates.
Indemnification	Will vary with the circumstances	On demand	You must reimburse us for claims and liabilities relating to your Restaurant's development or operation or your breach of the License Agreement.
Enforcement costs	Will vary with the circumstances	On demand	If we or our affiliates become involved in any action to enforce any agreement relating to the Restaurant, the prevailing party may recover costs and legal fees.

Notes:

(1) Unless otherwise noted, all fees are payable to us, imposed and collected by us, nonrefundable and uniform for franchisees signing new agreements with us.

(2) Unless you qualify for an incentive, the Royalty Fee is 5% of Gross Sales.

If you qualify for the NDM Incentive, then for each qualifying Restaurant that is opened on or before December 31, 2026, the Royalty Fee will be:

Duration of Effective Royalty Fee	Effective Royalty Fee
From Opening to Month 48	2.5%
Month 49 to Month 60	4.0%
Month 61 and remainder of the term	5.0%

If you qualify for the Core Markets Incentive, then for each qualifying Restaurant that is opened on or before December 31, 2026, the Royalty Fee will be:

Duration of Effective Royalty Fee	Effective Royalty Fee
From Opening to Month 12	1.0%
Month 13 to Month 24	2.0%
Month 25 to Month 36	3.0%
Month 37 to Month 48	4.0%
Month 49 and remainder of the term	5.0%

The reduced Royalty Fees under the Core Markets Incentive and NDM Incentive will only apply if (1) you sign a License Agreement and/or Area Development Agreement on or before March 31, 2024 for the right to develop one or more Restaurants, (2) the applicable Restaurant opens by the required opening date, (3) you build the Restaurant in the design, to the specifications, and at the location approved we approve, and (4) you provide us with a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business.

(3) "Gross Sales" means all revenues from all business conducted upon or from the Restaurant, whether evidenced by check, cash, credit, charge account, debit card, stored-value card, exchange, or otherwise, and includes the amounts received from the sale of goods, wares, and merchandise, including sales of food, beverages, and tangible property of every kind and nature, promotional or otherwise (excluding restaurant equipment), and for services performed from or at the Restaurant, whether you fill the orders from the Restaurant or elsewhere. "Gross Sales" does not include (a) sales of merchandise for which you make a cash refund, if previously included in Gross Sales; (b) the price of merchandise that customers return for exchange, if you previously included the sales price of the merchandise in Gross Sales and include the sales price of merchandise delivered to the customer in exchange in Gross Sales; (c) the amount of any sales tax imposed by any governmental authority directly on sales and collected from customers, if you add the amount of the tax to the sales price or absorb the amount of the sales tax in the sales price and actually pay the tax to the governmental authority; (d) amounts not received for menu items because of discounts or coupons, if properly documented; (e) amounts received from the sale of Sonic-approved stored-value cards; and (f) any proceeds received for the sale of the Restaurant.

If you fail to provide us with complete Gross Sales reports or other financial reports on a timely basis for any period, then you must pay us (or we may debit your account for) an amount equal to 120% of the last royalty fees, contributions to the SMF, SBF and BTF, and other amounts that you previously paid us (or we debited). If the amounts that you pay us (or we debit from your account) are less than the amounts you actually owe us, as calculated once we have determined the Restaurant's actual Gross Sales, you must pay us (or we will debit your account for) the balance, plus the interest and 10% administrative fee, on the day we specify. If the amounts that you pay (or we debit from your account) are greater than the amounts you actually owe us, as calculated once we have has determined the Restaurant's actual Gross Sales, we will credit the excess (without interest) against the amounts you otherwise owe us during the following period(s).

(4) We currently collect certain amounts from you for the System Marketing Fund ("SMF") and your advertising cooperative, based on the market in which your Traditional Drive-In operates. We determine (and may periodically modify) new, developing and core markets in our sole judgment, and we currently consider factors such as the penetration of the market (people per drive-in) and the tenure of the Sonic Restaurants in the market. We may periodically modify the amount we require for advertising cooperative and SMF

contributions, but we will not require contributions of more than 5% of Gross Sales (although the advertising cooperative can vote to require additional contributions).

	Allocation (as percent of the Restaurant's Gross Sales)	
Drive-in Market Type*	**Allocated to Cooperative**	**Allocated to SMF**
Core	0.5%	2.75% to 4.5%
Developing	0.5%	4.5%
New	None	5%

The cooperative for your Restaurant's market might also require you to contribute additional amounts, either directly or through our collections. If your Sonic Drive-In is located in a Designated Market Area (DMA) that does not have an approved advertising cooperative, you must promptly form an advertising cooperative for that DMA. Company Drive-Ins have the same voting rights in each advertising cooperative as Franchise Drive-Ins, that is, 1 vote per drive-in in good standing. Each cooperative determines, by majority vote (but subject to our approval), how to spend its allocated portion of funds for advertising and marketing in the local DMA. For advertising cooperatives in which Company Drive-Ins currently have controlling voting power (50% or more of the member drive-ins), the total maximum required contribution rate is 5% of Gross Sales.

If you qualify for the NDM Incentive or the Core Incentive, then we will reduce your SMF contribution rate for the initial years of your Restaurant's operations as follows:

Years After Opening	**New &Developing Markets**	**Core Markets**
Year 1	Standard Rate Less 2.5%	Standard Rate Less 1%
Year 2	Standard Rate Less 2.5%	Standard Rate Less 1%
Year 3	Standard Rate Less 2.5%	Standard Rate Less 1%
Year 4	Standard Rate Less 2.5%	Standard rate
Year 5	Standard Rate Less 2.0%	Standard rate
Year 6 and remaining term	Standard rate	Standard rate

During these years, if you operate in a Core Market or Developing Market, we will also collect an additional 0.5% of Gross Sales and pay that amount to your cooperative. The cooperative for your Restaurant's market might also require you to contribute additional amounts, either directly or through our collections.

(5) For Sonic Drive-Ins open the full calendar year 2020, the monthly fee is instead set from the April 2021 payment through the March 2026 payment at a flat amount equal to .25% of 2020 Gross Sales divided by 12, although we may (at our option) allow this percentage to apply to a lower base amount for a limited period of time. The technology fee will continue for Gross Sales incurred on or after March 1, 2026, only upon the approval of 67% of the licensees of all Sonic restaurants (with 1 vote per restaurant). In some circumstances, we may reduce or waive technology fees in work-out or troubled location situations or based on development incentives.

ITEM 7
ESTIMATED INITIAL INVESTMENT

TRADITIONAL DRIVE-IN
YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	FREE-STANDING LEASED AMOUNTS[(1)]	C-STORE LEASED AMOUNTS[(1)]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial license fee[(2)]	$45,000	$45,000	Lump sum	At signing of License Agreement	Us
Travel and living expenses during training[(3)]	$8,200 – $93,600	$8,200 – $93,600	As incurred	Training	Hotels, restaurants and airlines
Franchisee Certified Training Team expenses [(4)]	$15,200 - $42,500	$15,200 - $42,500	As incurred	Pre-opening and post-opening	Suppliers
Prepaid expenses[(5)]	$2,000 - $125,000	$2,000 - $15,000	Lump sum	Before opening	Suppliers
Real property/ occupancy charge[(6)]	Variable/ see Note (6)	$0 - $35,000	As incurred	Pre-opening and post-opening	Landlord
Building costs[(7)]	$800,000 - $1,100,000	250,000-500,000	As incurred	During development	Contractors and suppliers
Site work[(7)]	$450,000-$1,200,000	$50,000-$100,000	As incurred	During development	Contractors and suppliers
Restaurant equipment[(8)]	$175,000 - $260,000	$175,000-$260,000	Lump sum or installments	During development	Suppliers
Point-of-sale system (“POS”), digital menu housings (“POPS”) & other technology [(9)]	$105,000 - $160,000	$70,000 - $80,000	As incurred	During development	Suppliers
External Signage[(10)]	$50,000-$150,000	$30,000-$50,000	Lump sum or installments	During development	Suppliers
Beginning Inventory[(11)]	$20,000 - $50,000	$10,000 - $25,000	Lump Sum	Before opening	Suppliers
Advertising funds	$2,000 - $5,000	$2,000 - $5,000	As incurred	Pre-opening period	Suppliers
Insurance premiums[(12)]	$10,000 - $20,000	$10,000 - $20,000	Lump Sum	Before opening	Insurance providers
Payroll[(13)]	$26,800 - $94,800	$26,800 - $94,800	As incurred	Training and pre-opening	Your employees

TYPE OF EXPENDITURE	FREE-STANDING LEASED AMOUNTS[(1)]	C-STORE LEASED AMOUNTS[(1)]	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional funds (3 months)[(14)]	$5,000 - $25,000	$5,000 - $25,000	As incurred	Before opening and monthly	Suppliers and us
TOTAL ESTIMATED INITIAL INVESTMENT (excluding free-standing real estate costs)[(15)]	**$1,714,200 - $3,370,900**	**$699,200 - $1,390,900**			

(1) A Traditional Free-Standing Restaurant is a Sonic Drive-In located on a lot size ranging between 24,000 to 34,000 square feet and suitable for constructing a 1,150 to 1,500 square-foot Sonic Restaurant building with canopies for 8 to 24 drive-in stalls, a drive-thru lane and patio seating. A Traditional C-Store Restaurant is a Sonic Drive-In located at a co-branded facility like a convenience store or travel plaza ranging between 1,200 to 2,500 square feet for the Sonic Restaurant.

(2) We describe the initial license fee and the incentives under which we might apply a portion of the franchise fee towards royalties in Item 5. No separate initial investment is required when you sign a Development Agreement.

(3) The low amount reflects costs for a fully local team not requiring lodging or airfare and covers mileage and meals only for the general manager and two assistant managers and/or shift leaders. The high amount covers the general manager and 5 assistant managers and/or shift leaders and assumes airfare and lodging are also required for all 6 managers. Additionally, no later than 60 days before the opening of your Restaurant, the general manager must attend General Manager Leadership Class. The cost of the class is $200 per person plus travel, hotel and meals.

(4) For your first 3 Sonic Drive-Ins, as part of the pre-opening training, approximately 7 members of your Restaurant crew identified as the Franchisee Certified Training Team will attend and complete a training program at another certified Sonic Restaurant that we approve. Your Franchisee Certified Training Team will then train the entire new Restaurant crew for pre-opening and opening. This training usually starts 7 days before opening with a Friends and Family Day which is not included in the ranges listed but could increase the cost by as much as $15,000. The low amount for training includes 10 days of salaries and wages for the drive-in management team and 10 trainers plus 5 days of salaries and wages for 20 team members. The high amount for training includes 10 days of salaries and wages for the drive-in management team and 15 trainers plus 5 days of salaries and wages for 76 team members.

(5) This range covers some deposits, impact fees for utilities, utility deposits, business licenses and other miscellaneous prepaid expenses.

(6) Commercial leasing costs vary considerably depending on the location, building, lot size and market conditions. Commercial leases for free-standing Traditional Drive-Ins are typically "triple net leases," requiring you to pay rent, taxes, insurance, maintenance, repairs, common area expenses and all other costs associated with the property. Because of the wide variety of costs and market conditions, we are not able to estimate your deposits and other costs to acquire or lease the real property for a free-standing Traditional Drive-In location. For Traditional Drive-Ins at C-Store locations, this range reflects an estimate for a security deposit and 3 months' rent at the C-Store location. Some franchisees develop their Sonic Restaurants inside C-Store buildings that they already own, and in this case would not pay any rent or security deposit.

(7) This covers costs to build the Drive-In and develop the site, including costs for construction, remodeling, leasehold improvements and decorating costs. The actual costs will vary materially depending on location, size of lot and building, utilities, site work and other factors.

(8) The amounts for equipment include the cost to purchase and install the recommended equipment package for a Sonic Drive-In with 8 to 24 drive-in stalls, excluding the cost of transportation and sales tax. The standard equipment package includes the ventilation system, equipment, other fixed assets, kitchen fixtures, appliances and small wares necessary to operate the Restaurant. Delivery charges for the equipment package are approximately $10.00 per mile, one way. Typically, the equipment installer installs and charges for the equipment installation. The sales taxes will vary by location. If you choose to lease your equipment, your negotiated lease terms will determine your monthly cost.

(9) These amounts include costs for the POS and POPS platforms for a Sonic Drive-In with 8 to 24 stalls, a drive-thru lane and patio seating. It also includes additional hardware and software, mobile ordering and payment processing technology, and technologies required to support them. The high end for the C-Store location includes the POS platform, no stalls, a drive-thru lane and inside dining. It also includes additional hardware and software, mobile ordering and payment processing technology, and technologies required to support them. The low end for the C-Store location assumes that it will not have a drive-thru. These amounts do not include electrical costs, shipping, installation or sales taxes as those may vary greatly depending on the location, building configuration and number of stalls.

(10) The amounts for a Sonic sign purchased from an approved source varies with the size and type of signs selected. You may select "enter" and "exit" signs, a "drive-thru" sign if required, an optional building or tower sign and your large Sonic sign from a group of standard signs containing 8 sizes and varying heights. This estimate includes installation costs of at least $14,000. Amounts for additional welding, permits, engineering and foundation work may also increase your cost.

You may also purchase an electronic message center reader board, which is typically installed adjacent to your large Sonic sign. The cost for an optional electronic message center reader board ranges from $20,000 to $25,000 plus installation, shipping and sales taxes.

(11) The costs for opening inventory include paper goods and food products necessary to operate the Restaurant through the first 2 weeks of business. It also covers charges for promotion-specific small wares and inventory.

(12) The insurance amounts include the estimated initial premium costs for multi-peril and worker's compensation insurance based on the recommended staffing of a Sonic Drive-In with 8 to 24 drive-in stalls, a drive-thru lane and a patio. Worker's compensation costs vary by state.

(13) The low amount for payroll includes salaries and wages for 1 general manager, 1 assistant manager, and 1 one shift manager to attend the required training programs. The high amount for payroll includes salaries and wages for 1 manager, 2 assistant managers, and 3 one shift managers to attend the required training programs.

(14) The amounts for additional funds exclude the expenses itemized above and include the other initial start-up and the first 3 months of operational expenses for uniforms, office supplies, cleaning supplies and utensils. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting your business. Your costs will depend on factors such as how diligently you follow our methods and procedures, your management skill, economic conditions and the local competition and market for your Restaurant's products.

(15) The estimates in this table reflect both a leased scenario for the Traditional Free-Standing Restaurant building type and a leased scenario for the Traditional C-Store Restaurant building type. These ranges do not reflect costs to construct a new building.

(16) We relied on our, our affiliates', and our predecessors' approximately 70 years of experience in developing, operating and franchising Sonic Restaurants since to prepare the estimate for additional funds and other estimates in these tables. You should review these figures carefully with a business advisor, your accountant and/or your attorney before deciding to acquire the franchise. The estimate does not include any finance charge, interest, or debt service obligation. Except for the security deposit under a real property lease, which typically is refundable if you comply with the lease's terms, none of the payments is likely to be refundable, although this may depend on your negotiations with others. Neither we nor our affiliates offer financing for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure a uniform image and uniform quality of products and services throughout the Sonic Restaurant network, you must maintain and comply with our quality standards, as we periodically modify them. Our standards may regulate, among other things, the equipment and other products and services you use to develop and operate the Restaurant, designated or approved suppliers of these items, and required or authorized products and services your Restaurant offers. We issue and modify standards and specifications based on our, our affiliates' and our franchisees' experience in operating and franchising Sonic Restaurants, and generally based on a product's quality, cooking times, yields, ease of preparation and similar factors. We will notify you in our manuals, on our extranet, or in other written communications of the names of some of our designated and approved suppliers. We typically provide our relevant standards and specifications to approved suppliers and manufacturers rather than to franchisees.

Although we do not require you to purchase or lease real estate from us or our affiliates, you may only operate the Restaurant from a location that we accept (the "Site"). We have the right, but not the obligation, to review and to approve or disapprove the lease for the Site. The lease for the Site must contain the terms and provisions that are reasonably acceptable to us, including provisions that we specify.

For any significant changes in the programs or policies impacting all or substantially all Sonic Restaurants concerning training, the Sonic system, the Sonic operations manual, the SMF, the SBF or the BTF, including the determination of the designated beverage supplier or advertising agency of record for the Sonic Restaurant network, we will solicit input and advice from a group of licensees gathered together for that purpose. (This obligation applies only if the license agreements in effect for at least one-third of all Sonic Restaurants contain this provision or a substantially similar provision.) We may also periodically solicit bids from suppliers for the production and sale of certain products that you must use or sell in your Restaurant. We may arrange for the products' distribution to your Restaurant at an agreed-upon delivery fee if we negotiate price and delivery terms for certain products for the benefit of the Sonic Restaurant network. You also must use the marketing and advertising services of the advertising agency that we periodically approve.

You must purchase only those food, beverages, signs, paper products, inventory, supplies, uniforms, Wacky Pack® Kids' Meal promotional items, signage, point-of-sale ("POS") system, point of purchase system ("POPS"), mobile ordering technology, payment technologies, audio communications system, equipment, menu and speaker housings, menu boards, and other products and services associated with the development or operation of the Restaurant which meet the standards and specifications we periodically establish and, if we require, only from suppliers that we periodically designate or approve (which may include or be limited to us or our affiliates). You must also purchase or lease, and install in and about the Restaurant, the equipment, fixtures, furniture, lighting, and other personal property from suppliers that we periodically designate or approve (which may include or be limited to us or our affiliates) and that strictly confirm to the appearance, uniform standards and specifications that we require. You also must purchase other technology hardware, software, and services for system initiatives only from suppliers that we periodically designate or approve (which may include or be limited to us or our affiliates). You

cannot install or use in the operation of the Restaurant any equipment, fixtures, furnishings or other personal property that we do not approve, except that you currently may, without our prior written consent, install security-related equipment that does not interfere with the operation or trade dress of the Restaurant. Your vendors, suppliers and other contracting parties may provide us information regarding your purchases, past due amounts and other aspects of their relationship with you.

We approve suppliers on the basis of, among other things, the quality and price of the goods produced or services provided, the service commitment to our approved distributors and the supplier's production capabilities and facilities' cleanliness. We currently have no formal procedure or written criteria for the approval or revocation of approval of alternative suppliers and do not charge any fee to secure approval of an alternative supplier. We typically respond within 30 days after receiving all information we request. We revoke our approval of suppliers by notifying the supplier. We retain the exclusive right to consider, review and approve all suppliers and distributors which may hold, sell or distribute Sonic-labeled goods or products. There are no approved suppliers in which any of our officers own an interest.

We will provide you with the standard construction plans and specifications for a free-standing Sonic Restaurant, including mandatory and recommended standards and specifications for the building, equipment layout, and signs (the "Sonic Plans and Specifications"). You cannot deviate from the approved plans and specifications in any manner in the construction or remodeling of the Restaurant without our prior written approval. If you make any alterations to the site plan, as we approved it, or to the Sonic Plans and Specifications or layouts for any reason, these alterations are subject to our prior approval before any work begins on the Restaurant. Before you open your Restaurant, you must submit to us a record of drawings showing all approved changes to the plans and specifications.

Before opening or taking possession of the Restaurant, you must acquire and maintain the forms of insurance with the coverages and amounts that we periodically specify from insurance companies acceptable to us. You must name us, our owners, and our affiliates as additional insureds and loss payees under the policies as we specify, and the policies must contain a waiver of subrogation in favor of us, our owners, and our affiliates regarding your operations of the Restaurant. You must provide us at least 30 days' prior notice of cancellation or amendment of the policies. Within 10 days after we request, you must provide certificates of insurance evidencing that you obtained the required insurance policies. At least 30 days before a policy expires, you must deliver evidence of continuation of the required insurance policies. We may require you to increase the insurance coverage amounts or obtain additional insurance upon 60 days' written notice, and you must comply no later than the first policy renewal date after the 60-day period. If you fail to obtain and maintain the required insurance policies, we may (but are not required to) acquire and administer the required minimum insurance coverage on your behalf and you must reimburse us for all costs.

There currently are no purchasing or distribution cooperatives in the Sonic Restaurant network, although we negotiate purchase arrangements with suppliers, including price terms, for the benefit of the Sonic Restaurant network. We do not provide material benefits (for example, renewal or granting additional franchises) to you based on your purchase of particular products or services or use of particular suppliers. Collectively, the purchases and leases that you must make

from us or our affiliates, from designated or approved suppliers, or under our standards and specifications represent about 16% to 25% of your purchases and leases to establish, and 34% to 50% of your purchases and leases to operate, your Restaurant.

Except as described in this Item 8, neither we nor our affiliates are currently an approved supplier or the only approved supplier of any products or services for your Restaurant. Except as described in this Item 8, you currently are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, real estate or comparable items related to establishing or operating the franchised business from us, our affiliates, or our approved suppliers. During the fiscal year ended January 1, 2023, suppliers contributed approximately $70,000,000 to the Sonic Drive-In chain based on the purchases and leases of franchisees' and our affiliates' Sonic Restaurants. We allocated these funds as follows:

$36,991,660	Brand Technology Fund
$12,971,295	Sonic Brand Fund
$16,397,841	System Marketing Fund
$ 3,888,297	Reimbursement of SIS's cost to sponsor the annual franchisee convention

We will continue to distribute supplier contributions received as mentioned above. Supplier contributions to the BTF, SBF and the SMF are primarily based on a percentage of the supplier's sales to the Sonic Drive-In chain or are flat amounts tied to the volume of certain products sold. Contributions for the annual Sonic franchisee convention are primarily flat amounts that SIS and the supplier determine. Neither we nor our affiliates received any revenue during our 2022 fiscal year from selling products or services to Sonic Restaurant franchisees.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the license 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	LA: 3.01, 3.02 DA: 6.01	Items 8 and 11
b.	Pre-opening purchases/leases	LA: 3.03, 3.04, 3.05	Items 7, 8 and 11
c.	Site development and other pre-opening requirements	LA: 3.03, 3.04, 3.05 DA: 6	Items 7, 8 and 11
d.	Initial and ongoing training	LA: 6.01, 6.02, 6.03	Items 6, 7, 11, and 15
e.	Opening	LA: 3.05 DA: 6.02	Items 5 and 11
f.	Fees	LA: 5.02, 7, 11.04, 11.05, 12.01, 12.02, 12.03, 12.07, 13.03, 16.01, 16.03(b), 18.02, 18.03	Items 5 and 6

	Obligation	Section in agreement	Disclosure document item
		DA: 5 and 6.03 DA	
g.	Compliance with standards and policies/ operating manual	LA: 8.01, 8.02, 8.04 DA: 6.01	Item 11
h.	Trademarks and proprietary information	LA: 9 and 10 DA: 7	Item 13 and 14
i.	Restrictions on products/services offered	LA: 8.01, 8.04	Items 8 and 16
j.	Warranty and customer service requirements	LA: 8.01	Item 17
k.	Territorial development and sales quotas	LA: 8.06 DA: 3	Items 12 and 15
l.	Ongoing product/service purchases	LA: 8.03	Item 8
m.	Maintenance, appearance, and remodeling requirements	LA: 3.03, 3.04, 3.06, 8.04, 8.07	Item 17
n.	Insurance	LA: 13	Items 7 and 8
o.	Advertising	LA: 12	Items 5, 6, 7, 8 and 11
p.	Indemnification	LA: 18.03 DA: 10	Items 13 and 14
q.	Owner's participation/management/ staffing	LA: 2.02, 6.01, 8.01	Item 15
r.	Records and reports	LA: 11	Item 6
s.	Inspections and audits	LA: 8.02, 11.04, 11.05	Item 6
t.	Transfer	LA: 7.03, 14 DA: 8	Items 6 and 17
u.	Renewal	LA: 5.02 DA: 4	Items 6 and 17
v.	Post-termination obligations	LA: 16 DA: 9.02	Item 17
w.	Non-competition covenants	LA: 17	Item 17
x.	Dispute resolution	LA: 22 DA: 10	Item 17
y.	General release	LA: 5.02, 14.02, 14.04, 16.03	Item 17
z.	Guaranty	LA: 2.02	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guaranty your note, lease, or obligation.

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

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

Before Opening

Before you open your Sonic Drive-In, we will:

1. Evaluate the proposed site based on our then-current site selection policies and procedures and either accept or reject the proposed site, if the Site is not determined at the time you sign the License Agreement. You must locate a Site we accept within 90 days after signing the License Agreement, otherwise we may terminate the License Agreement. We do not identify sites or negotiate the purchase or lease of a site for your Restaurant. We generally do not own or lease sites for new Sonic Restaurants to franchisees. In considering whether to accept a site, we consider factors like demographic evaluations, traffic patterns, physical site profile, and viable competition in the market area and other factors. It typically takes us 30 after receiving a site report and all other information we request to evaluate a site. (Section 3.01(b) of the License Agreement)

2. Provide you with our Sonic Plans and Specifications for a free-standing Sonic Restaurant, including mandatory and recommended standards and specifications for the building, equipment layout and signs. We also will provide standards and specifications, and names of approved suppliers, for opening inventory, supplies, and related materials needed to develop the Restaurant. We do not provide these items directly, but will provide the names of approved suppliers for some items and written specifications for some items. We do not deliver or install any items. (Sections 3.03, 8.01 and 8.03 of the License Agreement)

3. Provide you access to certain Confidential Information and Sonic Operations Manual. (Sections 6.02 and 10.01 of the License Agreement) The Operations Manual might include written or intangible materials and we may make it available by various means. As of this disclosure document's issuance date, the Table of Contents for the Sonic Operations Manual is:

Topic	Number of Pages
Back Swamp Station	32
Carhop Station	14
Crisis Management	15
Dresser Station	39
Drive-thru Station	9
Equipment	128
Expeditor Station	10
Food Prep Station	19
Fountain Station	29

Topic	Number of Pages
Front Swamp Station	53
Grill Station – Clamshell	28
Grill Station – Flat Top Grill	36
Guest Service	6
Ice Cream Station	18
Management Standards	6
Order Ahead	3
Quality Assurance	35
Skating Program	17
Switchboard Station	9
TOTAL	506

4. Provide the initial training program. (Section 6.01 of the License Agreement) We describe training later in this Item.

5. Provide our written authorization to open the Restaurant if you have complied with the License Agreement. (Section 3.05 of the License Agreement) We describe our opening requirements later in this Item.

6. If you sign the Development Agreement, provide you with the site acceptance form, site selection criteria, and other related materials that we periodically make available to developers of Sonic Restaurants. You must comply with our development policies, as we periodically modify them, for each proposed site. We will accept or reject proposed sites for Sonic Restaurants under the Development Agreement within 30 days after receiving the site selection report and all other information we request. If we do not respond within 30 days, the site is deemed rejected. (Section 6.01 of the Development Agreement)

Ongoing Assistance

During the operation of your Sonic Drive-In, we will:

1. Modify the Operations Manual periodically to reflect changes in standards for the Sonic Restaurant network. You must keep your copy of the Operations Manual current and communicate updates to employees in a timely manner. (Section 6.02 of the License Agreement)

2. Maintain and administer the marketing fund for the Sonic Restaurant network (the "System Marketing Fund" or "SMF"). (Section 12.02 of the License Agreement) We describe the SMF and its operations below.

3. Maintain and administer a brand fund for the Sonic Restaurant network (the "Sonic Brand Fund" or "SBF"). (Section 12.03 of the License Agreement) We describe the SBF and its operations below.

4. Maintain and administer a technology fund for the Sonic Restaurant network (the "Brand Technology Fund" or "BTF"). (Section 12.07 of the License Agreement) We describe the BTF and its operations below.

5. Advise and consult with you relating to the operation of the Restaurant, including advertising materials and new developments, techniques, and improvements in areas of restaurant equipment, management, food preparation, and service relating to the operation of a Sonic Restaurant. (Section 6.03 of the License Agreement)

6. For any significant changes in the programs or policies impacting all or substantially all Sonic Restaurants concerning training, the Sonic system, the Operations Manual, the SMF, the SBF or the BTF, including determining the designated beverage supplier or advertising agency of record for the Sonic Restaurant network, solicit input and advice from a group of licensees gathered together for that purpose (whether established ongoing for that purpose or gathered on an ad hoc basis). We will use commercially reasonable efforts to ensure that the groups are balanced in terms of their representation of Sonic Restaurants as a whole. This obligation applies only if the license agreements in effect for at least one-third of all Sonic Restaurants contain this provision or a substantially similar provision. (Section 21.01 of the License Agreement)

7. If you sign the Development Agreement, issue a Sonic License Agreement after we accept a proposed site for a Sonic Restaurant. You or your approved Controlled Affiliate must sign a separate Sonic License Agreement to develop each Sonic Restaurant before buying or signing a lease or sublease for that site or beginning construction work at the accepted site. However, we need not issue a License Agreement if you (or your proposed Controlled Affiliate) do not then meet our then current financial and operational standards and qualifications for new Sonic Restaurants. We may periodically modify the then current form of License Agreement, and it may be different than the current form of License Agreement, including different fees and obligations, except that the initial license fee will be $45,000 and the royalty will be the standard tiered royalty rate reflect in Item 6. (Sections 6.02 and 6.03 of the Development Agreement)

Except as described above, we have no obligation to provide you with assistance in (1) developing products or services you will offer to your customers; (2) hiring and training your employees; (3) improving and developing the franchised business; (4) establishing pricing; (5) establishing and using administrative, bookkeeping, accounting, and inventory control procedures; or (6) resolving operating problems you may encounter.

Opening the Restaurant

In most instances, once you have obtained required zoning and building permits, it takes approximately 4 months to construct the building and install the equipment at the Restaurant. The typical length of time between signing a License Agreement and opening the Restaurant is approximately 6 to 12 months. The typical length of time between signing a Development Agreement and opening the first Sonic Restaurant is approximately 1 to 2 years. Factors that may

affect these time periods include finding a suitable building site, financing arrangements, obtaining required zoning and building permits, the weather that prevails during construction, and labor and materials availability.

You may not open the Restaurant for business until (a) you have properly developed and equipped the Restaurant according to our standards and specifications and in compliance with all applicable laws and regulations and have prepared the Restaurant for opening according to our standards; (b) the Restaurant's personnel have completed all pre-opening training to our satisfaction; (c) you have paid all amounts you then owe to us and our affiliates; and (d) we have provided our written authorization to open. You must open the Restaurant for business on or before the earlier of (i) the required opening date under any applicable development agreement or (ii) the date which is 1 year after we accept the Site (or the License Agreement's effective date if the Site is determined on that date). If you fail to open on time, then we may terminate the License Agreement. Within 120 days after the Restaurant first opens for business, you must provide us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to developing and opening the Restaurant. (Section 3.05 of the License Agreement)

Advertising

Generally

We disseminate local, regional and national advertising for Sonic Restaurants through television, radio, digital, print and other media. We make creative available to Sonic Restaurants for their local store marketing programs. We disseminate radio and television advertising to the advertising cooperatives which generally cover geographic regions known as "Designated Market Areas," as A.C. Nielsen Company periodically defines them ("DMA"). Our in-house marketing department works closely with the national advertising agencies and our affiliates to produce the digital media, print, radio and television advertising for the Sonic Drive-In chain.

You must conduct all advertising in any medium which references the Proprietary Marks or the Restaurant in a dignified manner and ensure it conforms to the standards and requirements that we periodically specify. You must submit to us, for our prior approval, samples of all advertising and promotional plans and materials that you desire to use that reference the Proprietary Marks or the Restaurant and that we have not prepared or previously approved. If we do not provide written approval within 30 days after we receive the materials, they are deemed disapproved. Upon notice from us, you must discontinue and/or remove any objectionable advertising or promotional materials, whether or not they we previously approved them. (Section 12.04 of the License Agreement)

Social Media

You may not develop, maintain or authorize a website or any other online presence (such as blogs, common social networks like Facebook, professional networks like Linked-In, live-blogging tools like Twitter, virtual worlds, file, audio and video sharing sites like TikTok, Pinterest and Instagram, and other similar social networking or media sites or tools) or other electronic medium (such as mobile applications, kiosks and other interactive properties or technology-based

programs) that mentions or describes you, the Restaurant or its products or services, or that displays any of the Proprietary Marks, except as we may authorize periodically. (Franchise Agreement, Section 8.08)

Sonic Brand Fund

You must contribute 0.90% of the monthly Gross Sales of your Restaurant to the SBF. In some instances, certain suppliers provide funds to the SBF. Company Drive-Ins also contribute to the SBF on the same basis as Franchise Drive-Ins.

We administer the SBF and direct all brand programs, with sole discretion over the concepts, materials, guidelines, and media used in those programs. The SBF is intended to enhance the Sonic system and maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the Sonic Restaurant network. We have no obligation in administering the SBF to make expenditures for you which are equivalent or proportionate to your contribution. On a quarterly basis, we will consult with the Franchise Advisory Council Executive Committee or its successor regarding our maintenance and administration of the SBF and report on the SBF's operation.

During the fiscal year ended January 1, 2023, funds from the SBF were spent as follows:

Item	**Percent**
Advertising Production	30
Product Cost Equalization/Volatility Management	38
Administrative Expenses	9
Marketing Research	5
Limeades for Learning	5
Customer Relations	6
Quality Assurance	2
Sonic Games	3
Mystery Shop	2
Total	**100**

We will use the SBF and all earnings exclusively to meet the costs of maintaining, administering, directing, and preparing advertising and other promotional programs, including the cost of preparing and conducting television, radio, magazine, and newspaper advertising campaigns and other public relations activities; employing advertising agencies to assist; and providing promotional brochures and other marketing materials to licensees in the Sonic system, and any other purpose that promotes, enhances, or protects the Sonic system, including food safety programs, customer feedback programs, and Sonic games. Those SBF covers costs for digital media, print, radio and television campaigns, other public relations activities, employing advertising agencies, conducting promotional tests and providing promotional brochures and other marketing materials to our franchisees. The SBF pays us monthly an amount equal to 15% of the SBF's receipts during the preceding month, but not to exceed our actual administrative costs and overhead, if any, as we may incur in activities reasonably related to the administration or direction of the SBF for the licensees and the Sonic Restaurant network, including conducting market research, preparing marketing, advertising, and other materials, and collecting and accounting for assessments for the SBF. The SBF and its earnings do not inure to our benefit. If we do not spend

all the SBF fees in the fiscal year in which the funds accrued, we will carry the funds over to the next fiscal year. We do not use any of the funds of the SBF principally for the solicitation of the sale of Sonic Restaurant franchises.

The SBF is not our asset, and an independent certified public accountant we designate will review the operation of the SBF annually, and we will make the report available to you upon request. However, the body that we approve and designate as the body to consult with regarding our maintenance and administration of the SBF (such as the Franchise Advisory Council Executive Committee or its successor) may designate the independent public accountant to conduct the required review of the operation of the SBF if requested in writing at least 30 but not more than 60 days before the end of each fiscal year. We currently have the SBF audited. Although we intend the SBF to be of perpetual duration, we maintain the right to terminate the SBF, but will not do so until we have spent all amounts in the SBF according to the requirements described here. (Section 12.03 of the License Agreement)

System Marketing Fund

If you operate a Traditional Drive-In, your advertising cooperative will allocate a portion of your Restaurant's Gross Sales to the SMF, as described in Item 6. If you operate Sonic Restaurant at a Non-Traditional Location, you will contribute 3% of Gross Sales directly to the SMF. Company Drive-Ins also contribute to the SMF (through the advertising cooperatives) on the same basis as Franchise Drive-Ins.

We administer the SMF and direct all marketing programs with sole discretion over the creative concepts, materials, and media used in those programs. The SMF is intended to complement local marketing efforts by promoting the message of the Sonic brand to an expanded audience. The SMF primarily provides national advertising across the Sonic Restaurant network which attracts customers to Sonic Restaurants by promoting and targeting the message of the Sonic brand to an expanded audience. The SMF currently focuses on purchasing advertising on national cable and broadcast networks and other national, local and digital media, sponsorship and brand enhancement opportunities. We have no obligation in administering the SMF to make expenditures for or which impact you or the Restaurant which are equivalent or proportionate to your contribution. The SMF Stewardship Board, comprised of franchisees we select, provides oversight on an advisory basis of the 20/20 Media Plan. The SMF Stewardship Board operates as part of the Franchise Advisory Council Customer Engagement Task Group. On a quarterly basis, we will consult with the Franchise Advisory Council Executive Committee or its successor regarding our maintenance and administration of the SMF and report on the SMF's operation.

During the fiscal year ended January 1, 2023, the SMF spent its funds for the following purposes:

Item	**Percent**
Television Advertising	53
Agency Fees	10
Internet Advertising	33
Radio Advertising	1
Customer Research	2

Item	Percent
Other	1
TOTAL	**100**

We use the SMF and all earnings primarily to purchase national broadcast, print, interactive, and other media (such as digital media platforms and dynamic content optimization), sponsorships, and brand enhancement opportunities. The SMF and its earnings will not inure to our benefit, although this does not prohibit the SMF from paying the actual costs that we and our affiliates may incur (including actual employment-related costs) in developing or implementing programs and materials consistent with the SMF's purposes for the benefit of licensees and the Sonic Restaurant network. If we do not spend all the SMF fees in the fiscal year in which the funds accrued, we will carry the funds over to the next fiscal year. We do not use any of the funds of the SMF principally for the solicitation of the sale of Sonic Restaurant franchises.

The SMF is not our asset, and an independent certified public accountant we designate will review the operation of the SMF annually, and we will make the report available to you upon request. However, the body we approve and designate as the body to consult with regarding our maintenance and administration of the SMF (such as the Franchise Advisory Council Executive Committee or its successor) may designate the independent public accountant to conduct the required review of the operation of the SMF if requested in writing at least 30 but not more than 60 days before the end of each fiscal year. We currently have the SMF audited. Although we intend the SMF to be of perpetual duration, we maintain the right to terminate the SMF, but will not do so until we have spent all amounts in the SBF according to the requirements described here. (Section 12.02 of the License Agreement)

Advertising Cooperatives.

Generally, each DMA has an advertising cooperative for that area, and the members include all Sonic Restaurant franchisees and our affiliates who have a Sonic Restaurant located in that DMA. If your Sonic Restaurant is located in a DMA that does not have an approved advertising cooperative, you must promptly form one. If an approved advertising cooperative already exists in the DMA, you must join the advertising cooperative or another advertising cooperative we designate. As a member, you must contribute certain amounts to your advertising cooperative. You must contribute an amount set by the cooperative, but at least 3.25% of your Restaurant's Gross Sales. However, if you are located in a market that we have designated as a developing or new market, you must contribute at least 5.0% of your Restaurant's Gross Sales to the advertising cooperative. As described in Item 6, the cooperative will allocate all or a portion of your cooperative contribution to the SMF.

The members of each advertising cooperative have responsibility for the cooperative's administration, and each member (whether a Franchised Drive-In or a Company Drive-In) has 1 vote for each Sonic Restaurant located in the DMA. Company Drive-Ins contribute to the advertising cooperative at the same rate as Franchise Drive-Ins. To become an approved advertising cooperative, the members must adopt and operate in compliance with written bylaws that we approve. Upon your request, we will furnish you with the advertising cooperative's bylaws for your proposed Restaurant. We do not require advertising cooperatives to prepare annual or periodic financial statements or to submit annual or periodic financial statements to us, so we

cannot make them available to you for review. We have the power to form, change, dissolve or merge advertising cooperatives. (Section 12.01 of the License Agreement)

Franchise Advisory Council.

Our Franchise Advisory Council provides advice, counsel and input us on important issues impacting the business, such as marketing and promotions, new products, operations, profitability, technology and new products. The Franchise Advisory Council currently consists of 43 members we select. We have 8 executive committee members who are selected at large and 16 regional members representing all regions of the country. We also have 4 Franchise Advisory Council task groups comprised of 59 members who generally serve 3-year terms and provide support on individual key priorities. The Franchise Advisory Council operates in an advisory capacity only. We have the power to form, change or dissolve franchise advisory councils.

Computer Systems and Technology

Computer System

Your Restaurant must have a Windows-based personal computer, with broadband internet connection, sound and graphics capabilities, and printer. You must be able to operate the Restaurant using whatever equipment, components and software are necessary to meet all functionality, performance and informational requirements we periodically specify, including the ability to remain open for business, comply with customer orders, report your sales, maintain daily sales records and activity reports, maintain and submit any other reports we require, receive communications from us, remit royalty and advertising payments, and accept and process credit cards, debit cards, mobile ordering and payment systems and gift cards. You must use only pre-approved providers for the technology systems in your Restaurant, including your POS system. We may periodically require changes or upgrades to the specific software, hardware and computer equipment. No contract limits the frequency or cost of your obligations.

For Traditional Sonic Drive-Ins and Non-Traditional Sonics with parking stalls, you must install and maintain the POPS digital marketing platform and the additional hardware and software mobile ordering and payment technology. We may require you to use certain software to generate sales and other transactional information in the form we require. We will have unlimited, independent access to the information that your computer system generates and stores, including detailed sales information. The costs of these systems range from approximately $72,000 for a Non-Traditional Sonic to approximately $182,000 for a Traditional Sonic with 30 stalls. The annual cost for mandatory software and hardware maintenance, repairs, upgrades and updates for the technology system and services is approximately $4,700 for the Oracle-Micros POS system and approximately $4,000 for the Infor POS system. The annual cost for optional services for hardware maintenance and other services is approximately $1,250 for the Infor POS system. Otherwise neither we, our affiliate, nor any third party has any obligation to provide ongoing maintenance, repairs, upgrades or updates.

Brand Technology Fund

You must contribute a technology fee of 0.25% of the monthly Gross Sales of your Restaurant to the BTF. For Sonic Drive-Ins open the full calendar year 2020, the monthly fee is

instead set from the April 2021 payment through the March 2026 payment at a flat amount equal to 0.25% of 2020 Gross Sales divided by 12, although we may (at our option) allow this percentage to apply to a lower base amount for a limited period of time. The technology fee will continue for Gross Sales incurred on or after March 1, 2026, only upon the approval of 67% of the licensees of all Sonic Restaurants (with 1 vote per restaurant). In some circumstances, we may reduce or waive technology fees in work-out or troubled location situations or based on development incentives. Company Drive-Ins will contribute to the BTF on the same basis as Franchise Drive-Ins. In addition to technology fee contributions by franchisees, vendor contributions and certain supply chain savings also support the BTF.

We administer the BTF and direct all programs. We have no obligation in administering the BTF to make expenditures for you which are equivalent or proportionate to your contribution to the BTF. On a quarterly basis, we will consult with the Franchise Advisory Council Executive Committee or its successor regarding our maintenance and administration of the BTF and report on the BTF's operation.

During the fiscal year ended January 1, 2023, the BTF spent its funds for the following purposes:

Item	**Percent**
Cyber security	23
Satellite access/internet	20
Support	28
Technology software and services	28
Other	1
TOTAL	**100**

We will use the BTF and its earnings exclusively to meet the costs of designing, developing, implementing, maintaining, administering and supporting products, services and programs related to technology and information systems for the Sonic system and any other purpose that enhances or protects the technology and information systems of any portion of the Sonic system. The BTF pays us monthly 15% of the BTF's receipts during the preceding month, but not to exceed our actual administrative costs and overhead, if any, as we may incur in activities reasonably related to the administration or direction of the BTF for the licensees and the Sonic Restaurant network. The BTF and its earnings will not inure to our benefit, and obligations of the BTF will not be our obligations. If we do not spend all the BTF fees in the fiscal year in which the funds accrued, we will carry the funds over to the next fiscal year. We do not use any of the funds of the BTF principally for the solicitation of the sale of Sonic Restaurant franchises.

The BTF is not our asset, and an independent certified public accountant we designate will review the operation of the BTF annually, and we will make the report available to you upon request. However, the body that we approve and designate as the body to consult with regarding our maintenance and administration of the BTF (such as the Franchise Advisory Council Executive Committee or its successor) may designate the independent public accountant to conduct the required review of the operation of the BTF if requested in writing at least 30 but not more than 60 days before the end of each fiscal year. We currently have the BTF audited. Although we intend the BTF to be of perpetual duration, we maintain the right to terminate the BTF, but will

not do so until we have spent all amounts in the BTF according to the requirements described here. (Section 12.07 of the License Agreement)

Training Programs

Certified Training Programs

Your Principal and one manager of your Restaurant must attend and successfully complete our General Manager Training Program to our satisfaction before your Restaurant's opening. Your Principal and manager should plan to begin this training 5 to 6 months before your Restaurant opens to allow adequate time to complete training and to hire and train assistant managers and restaurant crew. In this training we will provide on-the-job training for each position in the Restaurant so that you can learn how to operate the Restaurant and train your staff. We do not charge any fees for the General Manager Training Program, but you must pay the salaries, travel, and living expenses for all persons who attend training.

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
General Manager Training (guest service, cybersecurity, risk management, inventory management, balanced scorecard, financials, labor& cost control, professional development)	0	72	A technical training Sonic Restaurant that we select at various locations throughout the U.S.
Shift Manager Training (professional etiquette, team member training skills & development, HR safety and security, time management and decision-making, employee relations and teamwork, listening and giving feedback, food cost and sense)	0	56	A technical training Sonic Restaurant that we select at various locations throughout the U.S.
Shift Manager Training (computer training, station leads, and functional areas)	0	40	A technical training Sonic Restaurant that we select at various locations throughout the U.S.
Assistant Manager Training (interviewing, culture, discipline, team member appraisals, team member retention, P&L analysis, local store marketing and manager meetings, problem solving, motivation)	0	72	A technical training Sonic Restaurant that we select at various locations throughout the U.S.
Team Member Positional Training (front-of-house, back-of-house, station overview, computer training)	0	96	A technical training Sonic Restaurant that we select at various locations throughout the U.S.
Total	**0**	**336**	

General Manager Leadership Class

At least one full-time manager working in your Restaurant must complete the General Manager Leadership Class training to our satisfaction no later than 60 days before your Restaurant's opening date and, if the General Manager is hired after your Restaurant's opening, no later than 6 months after assuming the management position. You must pay us $200 per attendee upon registration in the General Manager Leadership Class. You also must pay the salaries, travel, and living expenses for all persons who attend training.

The following table summarizes the General Manager Leadership Class training:

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
General Management Leadership Class	24	0	Oklahoma City, Oklahoma, locations throughout the U.S., or virtually
Total	**24**	**0**	

We also provide additional self-directed ongoing training programs, online training and webinars for management personnel, including station courses and additional manager leadership classes. We provide the online training and webinars at no cost, but you must pay the salaries for all persons who attend training and for any required training materials.

Certification Training for Initial Restaurants

For your (or your affiliate's) first 3 Sonic Restaurants, as part of the pre-opening training, you will send at least 1 General Manger, 1-3 Assistant Managers, and 1-3 Shift Managers from your Restaurant (however we may make allowances for the number of people to attend based on the size and expected volume of the Restaurant) (the "Franchisee Certified Training Team") to another certified Sonic Restaurant that we approve (which may be a Company Drive-In or a Franchise Drive-In) for additional certification training. This certification training typically lasts about 5 weeks and covers a variety of on-the-job training topics, including restaurant set-up, restaurant crew station training and guest experience. There are no specific subjects or durations for the certification training, and there are no requirements to complete training to our satisfaction. We do not charge any tuition for the certification training, but you must pay the salaries, travel, and living expenses for all persons who attend training and for any required training materials. The Franchisee Certified Training Team must complete certification training at least 7 days before opening the Restaurant. The Franchisee Certified Training Team is then responsible for training your Restaurant's entire team during the Restaurant's pre-opening and opening.

Food Safety and Quality Assurance

Upon opening your Restaurant, each of the Restaurant's personnel who has shift responsibility or employee oversight responsibility at the Restaurant (collectively, the "Management Personnel") must be certified in ServSafe® or in another comparable, nationally-recognized food safety training and certification program we approve. You must pay any third-party training fees and the salaries, travel, and living expenses for all persons who attend training.

Subsequent Management Personnel must successfully complete this training within 120 days after beginning employment. All ServSafe certifications must be current within 4 years.

To assist with the consistent delivery of safe and high-quality food, as part of our ongoing training, we require all Sonic Drive-In employees to satisfactorily complete our comprehensive, restaurant-based food safety program that promotes the quality and safety of all products and procedures that Sonic Drive-Ins use and provides certain requirements for suppliers, distributors, and Sonic Drive-Ins (the "Sonic Safe Training Program"). Sonic Safe Training Program is a risk-based system that utilizes Hazard Analysis & Critical Control Points principles for managing food safety and quality. The Sonic Safe Training Program includes components to monitor and ensure the safety and quality of a Sonic Restaurant's products and procedures at every stage of the food preparation and production cycle, including employee training, supplier product inspections and testing and unannounced drive-in food safety audits. All Sonic Drive-In employees must complete the Sonic Safe Training Program to our satisfaction in their first stage of training.

The following table summarizes the ServSafe training:

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
ServSafe®	8	0	Conducted by certified third parties and available at locations throughout the U.S.

Our Training Team and Training Materials

Kevin Knutson, our Vice President of Training and Operation Services, oversees our training program. Mr. Knutson has 20 years' experience in the restaurant industry and 14 years' experience with our training programs. Other members of our Operations Services, Training, and Development Department, who have a combined total of more than 75 years' experience with us and a combined total of more than 90 years' experience in the restaurant industry, also assist with training. The instructional materials used for our training programs are the Operations Manual and other handouts.

ITEM 12
TERRITORY

License Agreement

Under the License Agreement, we grant you a license to operate a Sonic Restaurant at a location that we accept. If your lease expires or is terminated without your fault, or if the Restaurant is destroyed, condemned, or otherwise rendered unusable, you may relocate the Restaurant to a new site within the Protected Area (defined below) that is acceptable to us. You must pay all costs associated with the relocation and comply with the License Agreement's provisions relating to the development and opening of the Restaurant at the new site and de-identification of the old site.

Except as described below, we will not own or operate a Sonic Restaurant, and will not license any other person to own or operate a Sonic Restaurant (other than a Sonic Restaurant

licensed before the date of the License Agreement), within the Restaurant's Protected Area. The "Protected Area" is defined on the License Agreement's effective date and is:

(a) a radius extending 1.5 miles from the front door of the Restaurant if located within a city, town, or MSA having a population of 75,000 or more;

(b) a radius extending 2 miles from the front door of the Restaurant if located within a city, town, or MSA having a population of less than 75,000 but more than 25,000;

(c) a radius extending 3 miles from the front door of the Restaurant if located within a city, town, or MSA having a population of 25,000 or less; or

(d) a radius extending 3 miles from the front door of the Restaurant if located outside a city, town, or MSA.

We determine the population of an MSA on and after the License Agreement's effective date based on the latest published federal census (or other data we select) and may reduce the Protected Area based on this data upon notice to you. If more than one subpart (a) through (d) applies, then the subpart with the smallest area is the Protected Area.

However, the Protected Area does not extend into the contractually-granted protected radius of any Sonic Restaurant in existence on the License Agreement's effective date ("Previously Protected Radius"), the protected area of any developer under a development agreement with us in existence on the License Agreement's effective date ("Previously Protected Development Area"), or any Non-Drive-In Location or Non-Traditional Location that is otherwise located within the Protected Area. Therefore, and despite your rights as described above, any Previously Protected Radius, Previously Protected Development Area, Non-Drive-In Location and Non-Traditional Location is excluded from the Protected Area, and we may own or operate a Sonic Restaurant, and may license any other person to own or operate a Sonic Restaurant, within any Previously Protected Radius, Previously Protected Development Area, Non-Drive-In Location or Non-Traditional Location, whether they would otherwise be located within or outside the boundaries of the Protected Area. Because of these limitations, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you operate your Restaurant at a Non-Traditional Location, then we and you will sign the Non-Trad Rider. Under the Non-Trad Rider you receive no Protected Area and no territorial rights or protection.

Except as the License Agreement expressly limits us, we retain all rights concerning the Sonic system, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. For example, we specifically reserve the following rights:

(1) the right to establish and operate, and to grant to others the right to establish and operate, similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations

inside or outside the Protected Area under trademarks or service marks other than the Proprietary Marks and on any terms we deem appropriate;

(2) the right to provide, offer, and sell, and to grant others the right to provide, offer, and sell, goods and services that are identical or similar to and/or competitive with those provided at the Restaurant, whether identified by the Proprietary Marks or other trademarks or service marks, through dissimilar distribution channels (including the Internet or similar electronic media) both inside and outside the Protected Area and on any terms we deem appropriate;

(3) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Protected Area, under the Proprietary Marks and on any terms we deem appropriate;

(4) the right to establish and operate, and to grant others the right to establish and operate, Sonic Restaurants anywhere outside the Protected Area under any terms we deem appropriate regardless of the proximity to the Restaurant; and

(5) the right to be acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at the Restaurant, or by another business, even if that business operates, franchises, and/or licenses competitive businesses in the Protected Area.

Subject to complying with our standards concerning delivery, there are no restrictions on your soliciting or accepting orders from consumers outside of the Protected Area, but you do not have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within or outside of your Protected Area. We and our affiliates may use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing, to make sales within the Protected Area using the Proprietary Marks or other trademarks without compensating you. Continuation of your territorial rights under the License Agreement does not depend on your achieving a certain sales volume, market penetration or other contingency. The License Agreement does not provide you options, rights of first refusal, or similar rights to acquire additional franchises within the Protected Area or contiguous areas. We may alter your Protected Area and modify your territorial rights in the Protected Area based on population changes as we describe above or if you relocate the Restaurant.

Development Agreement

If we and you sign a Development Agreement, then we grant to you the right (directly or through Controlled Affiliates) to develop and sign License Agreements to operate the number of new Sonic Restaurants identified on the Development Schedule within the Development Area. We typically determine the geographical boundaries of the Development Area and the Development Schedule based on demographic evaluations, traffic patterns, residential and commercial concentrations, physical geographic profiles, viable competition in the market area and other factors. We also consider your financial and management capabilities to properly finance and manage multiple Sonic Restaurants. There is no minimum size for Development Areas.

To maintain your rights under the Development Agreement, you (or a Controlled Affiliate) must sign License Agreements with us for, and open and begin operating, the number of new Sonic Restaurants described under the Development Schedule within the timeframes in the Development Schedule. If you fail to comply with any aspect of the Development Schedule, we may terminate the Development Agreement. Except for these situations, continuation of your territorial rights in the Development Area does not depend on your achieving a certain sales volume, market penetration or other contingency, and we may not alter your Development Area or modify your territorial rights in the Development Area. You have no options, rights of first refusal or similar rights to acquire additional franchises.

Except as described below, during the term of the Development Agreement, if you are in compliance with the Development Agreement (including the Development Schedule), and you and your affiliates are in compliance with any other related agreements, then we will not own or operate a Sonic Restaurant, and will not license any other person to own or operate a Sonic Restaurant (other than a Sonic Restaurant licensed before the date of the Development Agreement), within the Development Area. However, if the Development Area covers more than one city, county, designated market area or target area (each "Target Area"), this territorial protection for each Target Area expires upon the earlier of (x) the expiration or termination of the Development Agreement, or (b) the date upon which you or your Controlled Affiliate signs a Sonic License Agreement for the final Sonic Restaurant to be developed in that Target Area. When this territorial protection expires for the Development Area or Target Area (as applicable), we may then own and operate, and license any other person to own and operate, a Sonic Restaurant in the Development Area or Target Area (as applicable), except as otherwise provided under any Sonic License Agreement then in effect.

However, the Development Area does not extend into the contractually-granted protected radius of any Sonic Restaurant in existence on the Development Agreement's effective date ("Previously Protected Radius"), the protected area of any developer under a development agreement with Sonic in existence on the Development Agreement's effective date ("Previously Protected Development Area"), or any Non-Drive-In Location or Non-Traditional Location that is otherwise located within the Protected Area. Therefore, and despite your rights as described above, any Previously Protected Radius, Previously Protected Development Area, Non-Drive-In Location and Non-Traditional Location is excluded from the Development Area, and we may own or operate a Sonic Restaurant, and may license any other person to own or operate a Sonic Restaurant, within any Previously Protected Radius, Previously Protected Development Area, Non-Drive-In Location or Non-Traditional Location, whether they would otherwise be located within or outside the boundaries of the Development Area. Because of these limitations, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Except as the Development Agreement expressly limits us, we retain all rights concerning the Sonic system, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. For example, we specifically reserve the following rights:

(i) the right to establish and operate, and to grant to others the right to establish and operate, similar businesses or any other businesses offering similar or dissimilar

products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Development Area under trademarks or service marks other than the Proprietary Marks and on any terms we deem appropriate;

(ii) the right to provide, offer, and sell, and to grant others the right to provide, offer, and sell, goods and services that are identical or similar to and/or competitive with those provided at any Sonic Restaurant, whether identified by the Proprietary Marks or other trademarks or service marks, through dissimilar distribution channels (including the Internet or similar electronic media) both inside and outside the Development Area and on any terms we deem appropriate;

(iii) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Development Area, under the Proprietary Marks and on any terms we deem appropriate;

(iv) the right to establish and operate, and to grant others the right to establish and operate, Sonic Restaurants anywhere outside the Development Area under any terms we deem appropriate regardless of the proximity to any of your Sonic Restaurants; and

(v) the right to be acquired (regardless of the form of transaction) by a business providing products and services similar to those provided at any Sonic Restaurant, or by another business, even if such business operates, franchises, and/or licenses competitive businesses in the Development Area.

Affiliated Programs

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13
TRADEMARKS

The License Agreement licenses you to use Proprietary Marks. "Proprietary Marks" means the distinctive and characteristic trade names, trademarks, service marks, emblems and trade dress that we designate periodically for use with Sonic Restaurants, along with other elements of trade dress that we periodically designate for use in the Sonic system, such as signs, menu housings, designs and design elements (including angled parking stalls equipped with menu housings, speakers, and tray supports), color schemes, exterior style, canopies, interior furnishings, and equipment layout. Our affiliate, ADIBP, has registered the following principal trademarks and service marks on the Principal Register of the U.S. Patent and Trademark Office (the "USPTO"):

Principal Trademarks	Reg. Number	Reg. Date
SONIC, and Design	6206939	11/24/20
SONIC, and Design	6207170	11/24/20
AMERICA'S DRIVE-IN	2558947	4/9/02
SONIC	2750588	8/12/03
SONIC	2777963	12/28/03
SONIC	0982964	4/30/74
SONIC, and Design	2923271	2/1/05
SONIC, and Design	2067808	6/03/97

Principal Trademarks	Reg. Number	Reg. Date

ADIBP has filed all required affidavits and renewal applications for these principal Proprietary Marks. On May 20, 2011, under the "Franchisor IP License Agreement," ADIBP granted us a license to use and sublicense the Proprietary Marks for a term of 99 years. If we materially violate any terms of the Franchisor IP License Agreement (most of which relate to ensuring proper trademark usage by us and our franchisees) and do not cure that violation within 45 days after notice of the breach, ADIBP or its representative may cure the violation at our expense or seek an injunction to enforce compliance. There are no other agreements currently in effect that significantly limit our right to use or license the use of the Proprietary Marks.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation, involving the principal Proprietary Marks. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state.

You must notify us promptly of any actual or apparent infringement of or challenge to your use of any Proprietary Mark, or of any person's claim of any rights in any Proprietary Mark, and not communicate with anyone other than us, ADIBP, and our and its attorneys, and your attorneys, regarding any infringement, challenge or claim. We or ADIBP may take the action that we or it deems appropriate (including no action) and control exclusively any litigation, USPTO proceeding or other proceeding arising from any infringement, challenge or claim or otherwise concerning any Proprietary Mark. You must sign the documents and take any other reasonable actions that we specify as necessary or advisable to protect and maintain our and ADIBP's interests in any proceeding or the Proprietary Marks. At our or its option, we or ADIBP may defend and control the defense of any litigation or proceeding relating to any Proprietary Mark. We are not obligated, however, to institute legal or other action to protect you against claims of infringement or unfair competition concerning the Proprietary Marks. We need not participate in your defense nor indemnify you for expenses and damages if you are a party to any administrative or judicial proceeding involving a Proprietary Mark or if the proceeding is resolved unfavorably to you.

You may use the Proprietary Marks only according to the License Agreement and as we periodically designate and in the manner we periodically authorize and permit. You must use the Proprietary Marks only for the operation of the Restaurant and not in any other business or capacity. During the term of the License Agreement, you must identify yourself as the independent owner of the Restaurant together with any use of the Proprietary Marks in the manner that we periodically specify. We may periodically add Proprietary Marks and substitute different Proprietary Marks for use in identifying the Sonic system and Sonic Restaurants. If we do so, you must comply with our directions at your expense within a reasonable time after receiving notice.

All provisions of the License Agreement relating to the Proprietary Marks apply to any additional and substitute trademarks and service marks and related intellectual property that we periodically authorize you to use.

The Development Agreement does not grant you any right to use, or authorize others to use, the Proprietary Marks in any manner. Your right to use the Proprietary Marks arises only under License Agreements with us.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

Sonic's affiliate, ADIBP, has registered the following utility patents:

Patent Title	Serial Number	Registered	Expires
Drive-In Restaurant Credit-Card Transaction System	US 7,343,006	March 11, 2008	April 26, 2025
Multi-Node Customer Engagement and Ordering System with Mobile Payment Integration	US 7,343,006	May 1, 2018	February 2, 2024

Sonic's affiliate, ADIBP, has registered the following principal registered copyrights of the Sonic system:

Copyright	Reg. Number	Registered	Expires
Sonic 2000 Building	VA 1-025-044	May 12, 1999	May 12, 2074
Sonic 2000 Building Plans	VA 1-025-045	May 12, 1999	May 12, 2074
Sonic Drive-In Store # 3851	VAu719-656	September 5, 2006	September 5, 2081
Sonic Drive-In Store # 3851	VAu719-657	September 5, 2006	September 5, 2081
Sonic Drive-In Store # 3200	VAu719-658	September 5, 2006	September 5, 2081
Sonic Drive-In Store # 3200	VAu719-659	September 5, 2006	September 5, 2081

ADIBP or its predecessor has filed all required affidavits and renewal applications for these patents and copyrights. We and our affiliates currently intend to renew these copyrights before they expire. ADIBP granted us a license to use and sublicense the patents and copyrights under the Franchisor IP License Agreement described in Item 13. No other agreement in effect limits our rights to use or license the use of any patents or copyrights in any manner material to the franchise.

There are no currently effective material determinations of the USPTO, the United States Copyright Office, or any court regarding these patents or copyrights, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation, involving the patents or copyrights. We do not know of either superior prior rights or infringing uses that could materially affect your use of these patents and copyrights in any state.

You should notify us promptly of any actual or apparent infringement of or challenge to your use of any patent or copyright, or of any person's claim of any rights in any patent or copyright. We or ADIBP may take the action that we or it deems appropriate (including no action) and control exclusively any litigation, USPTO proceeding or other proceeding relating to any infringement, challenge or claim or otherwise concerning the patents or copyrights. You must take the reasonable actions that we specify to help protect and maintain our and ADIBP's interests in any proceeding or the patents or copyrights. At our or its option, we or ADIBP may defend and control the defense of any litigation or proceeding relating to any patent and/or copyrights. We are not obligated to institute legal or other action to protect you against claims concerning the patents or copyrights. We need not participate in your defense nor indemnify you for expenses and damages if you are a party to any administrative or judicial proceeding involving a patent or copyright or if the proceeding is resolved unfavorably to you. You must modify or discontinue using any patents, copyrighted materials and proprietary information as we direct.

Confidential Information and Innovations

We will disclose certain Confidential Information to you in furnishing the Sonic Plans and Specifications, the training programs, and the Operations Manual, and in providing guidance and assistance to you during the term of the License Agreement. "Confidential Information" means (a) methods and procedures for preparation of food and beverage products, including confidential recipes; (b) distinctive service and accessories; (c) plans and specifications for interior and exterior signs, designs, layouts, and color schemes; (d) methods, techniques, formats, systems, specifications, procedures, business information, trade secrets, sales and marketing programs and information, methods of business operations and management, and knowledge of and experience in the operation and franchising of Sonic Restaurants; (e) any proprietary information contained in the Sonic Operations Manual or otherwise communicated to you concerning the development or operation of a Sonic Restaurant; (f) the names, contact information, ordering history and other personal information (excluding credit card data and other account data that you collect through the Restaurant's POS system) of or relating to the Restaurant's customers or prospective customers (collectively, "Customer Data"); and (g) any other information that we reasonably designate as confidential or proprietary. Any passwords or other digital identification necessary to access the Sonic Operations Manual and other information on any website is also Confidential Information.

You must promptly disclose to us all ideas, concepts, techniques or materials relating to a Sonic Restaurant (collectively, "Innovations"), whether or not protectable intellectual property and whether created by or for you or your owners, employees or contractors. Innovations are our sole and exclusive property, part of the Sonic system, and works made-for-hire for us. If any Innovation does not qualify as a work made-for-hire for us, then you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your owners, employees and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us or our affiliate obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person concerning any Innovations. You may not use any Innovation in operating the Restaurant or otherwise without our prior approval.

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

You (if the franchisee is an individual) or your Principal (if the franchisee is an entity) must diligently and fully exploit your rights in the License Agreement by personally devoting best efforts to and personally participating in the operation of the Restaurant and devoting sufficient time and effort to the management of the Restaurant. The "Principal" is the individual whom we approve and who (a) owns more than 50% of the ownership interests in you; (b) has the authority under your organizational documents to authorize a merger, liquidation, dissolution or transfer of substantially all of your assets and otherwise to direct and control your management and policies without the vote or consent of any other person; and (c) devotes sufficient time and attention to the promotion and operation of the Restaurant.

Your Restaurant must at all times have at least one individual working full-time at the Restaurant who has completed our then current training program. If the trained individual ceases to work full time at the Restaurant for whatever reason, you must promptly replace the individual with a person who has completed our then current training program. In addition, the Restaurant's Management Personnel must provide direct on-premises supervision to the Restaurant. "Management Personnel" means all individuals who have shift responsibility or employee oversight responsibility at the Restaurant. All Management Personnel must be certified in ServSafe or in another comparable, nationally-recognized food safety training and certification program that we approve. Management Personnel that you subsequently employ must complete this training within 120 days after starting work. Management Personnel need not have an equity interest in you or in the Restaurant.

The Principal and each other owner (if any) who owns 10% or more of the ownership interests in you at any time during the term of the License Agreement must sign an agreement in the form we designate undertaking personally to be bound, jointly and severally, by all provisions of the License Agreement and any ancillary agreements. We also may require you to use nondisclosure clauses in agreements with employees and others (including your owners) who have access to the Confidential Information.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must serve all menu items that we periodically require, serve no items which are not listed in the Operations Manual or which we do not otherwise authorize and approve, and display and offer only the menu that we then approve. We have the unlimited right to change the types of authorized products and services you may offer. You must comply with the maximum, minimum or other pricing policies and requirements that we periodically specify for menu items and other products and services that your Restaurant offers and sells, including promotions, special offers and discounts in which some or all Sonic restaurants participate, in each case to the maximum extent the law allows. We currently do not restrict the customers to whom you may sell the approved menu items and products.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

	Provision	**Section**	**Summary**
a.	Length of the franchise term	LA: 5.01 DA: 4	20 years, or lesser of 10 years or term of the facility contract for Non-Traditional Locations. Expires the earlier of (i) the date the last License Agreement is signed, or (ii) the date the last Restaurant is schedule to open under the Development Schedule.
b.	Renewal or extension	LA: 5.02 DA: 4	One additional 10-year term. None.
c.	Requirements for franchisee to renew or extend	LA: 5.02	Provide written notice and comply with Sonic's renewal requirements 6 to 12 months in advance of expiration date, pay Sonic and its affiliates amounts due, pay Sonic the renewal fee, sign our then-current form of License Agreement (which may contain materially different terms than in the License Agreement, including different fees, different Protected Area, and/or Licensee's rights in a protected area), remodel the Restaurant, sign a general release, participate in re-training programs as required.
d.	Termination by franchisee	None	No right to terminate.
e.	Termination by franchisor without cause	None	No right to terminate without cause.
f.	Termination by franchisor with cause	LA: 15 DA: 9.01	Terminate immediately upon receipt of a default notice that cannot be cured; 10 or 30-days' notice for a curable default. Terminate immediately upon receipt of a default notice.
g.	"Cause" defined - curable defaults	LA: 15.02	Breach that can be corrected within 10 or 30 days.
h.	"Cause" defined – non-curable defaults	LA: 15.01	Breach that cannot be corrected, such as: insolvency; failure to timely secure a Site; an unauthorized transfer; terrorist activities; failure to operate your Restaurant; conviction of felony or

	Provision	Section	Summary
			certain other crimes; misuse of Sonic's proprietary marks or trade secrets; endangerment of public health or safety; maintenance of false books; default of the License Agreement 3 or more occasions within any 12-month period, whether such defaults are cured; or any other agreement with Sonic is terminated.
		DA: 9.01	Includes insolvency; failure to comply with the development schedule; unauthorized transfer; terrorist activities; conviction of a criminal offense; misrepresentation; default under any License Agreement with Sonic or any development agreement with Sonic; or fails to comply with any other provision of the Development Agreement.
i.	Franchisee's obligations on termination/ nonrenewal	LA: 16	Pay all amounts due Sonic; cease use of and return Sonic Operations Manual; complete de-identification; discontinue anything which would indicate a relationship with Sonic; sell all patented, special or unique Sonic Drive-In equipment, menu housings, signs, menus and supplies at their fair market value to Sonic, if Sonic chooses to purchase them.
		DA: 9.02	No right to develop or operate any Sonic Restaurant for which a Sonic License Agreement has not been signed by Sonic; and Sonic will be entitled to own and operate, or license anyone to own a Restaurant in the Development Area.
j.	Assignment of contract by franchisor	LA: 14.06	Sonic has the right to assign your License Agreement.
		DA: 8.02	Sonic has the right to assign your Development Agreement.
k.	"Transfer" by franchisee – defined	LA: 14	Includes transfer of contract or assets or ownership change.

	Provision	Section	Summary
		DA: 8	Includes transfer of any interest or pledge of interest.
l.	Franchisor approval of transfer by you	LA: 14 DA: 8	Sonic has the right to approve all transfers. Sonic must approve any transfer.
m.	Conditions for franchisor approval of transfer	LA: 14.02	Your monetary obligations have been satisfied; you are in good standing; new franchisee qualifies; training; transfer fee paid; Restaurant upgrade; release signed by you and license agreement signed by new franchisee.
n.	Franchisor's right of first refusal to acquire your business	LA: 14.05	Sonic has a right of first refusal to purchase your Sonic franchise or any equity interest in your franchise on the same terms and conditions offered to you by a third party.
o.	Franchisor's option to purchase your business	None	Sonic has no unilateral option to purchase your Sonic restaurant business, except the right of first refusal.
p.	Death or disability of franchisee	LA: 14.03	Franchise must be assigned by estate to approved heir or buyer within the greater of 120 days or the completion of probate proceedings.
q.	Non-competition covenants during the term of the franchise	LA: 17.01, 17.02, and 17.04 DA: 10	No involvement in any competing business.
r.	Non-competition covenants after the franchise is terminated or expires	LA: 17.03 and 17.04 DA: 10	No competing business (or be the landlord) for 18 months which is at or within 3 miles of your former Sonic restaurant or within 3 miles of any other Sonic restaurant.
s.	Modification of the agreement	LA: 20.02 DA: 10	No modifications without your written consent, but the Sonic Operations Manual is subject to change.
t.	Integration/merger clause	LA: 20.01 DA: 10	License Agreement is the entire agreement and understanding between Sonic and you and will supersede all previous discussions and representations by Sonic personnel. Only the terms of the License Agreement are biding

	Provision	Section	Summary
			(subject to state law). Any representations or promises outside of the disclosure document and License Agreement may not be enforceable.
u.	Dispute resolution by mediation or arbitration	Not applicable	Not applicable.
v.	Choice of forum	LA: 22.02 DA: 10	State, federal or local courts within the county where we maintain our headquarters (currently, Atlanta, Georgia) (subject to state law).
w.	Choice of law	LA: 22.01 DA: 10	Georgia law applies to all claims (subject to state law)

ITEM 18
PUBLIC FIGURES

Sonic does not use any public figure to promote its franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

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

This Item 19 includes financial information from our "2022 Fiscal Year," which is the period from January 3, 2022 until January 1, 2023, from our "2021 Fiscal Year," which is the period from January 4, 2021 until January 2, 2022, from our "2020 Fiscal Year," which is the period from December 30, 2019 until January 3, 2021, and from the 2018 and 2019 calendar years (from January 1 until December 31 of each year). We have not made permanent, material changes to our franchise concept as a result of the COVID-19 pandemic.

This Item 19 contains the actual, historical Average Gross Sales (defined below) of certain Sonic Restaurants for our 2022 Fiscal Year, 2021 Fiscal Year, our 2020 Fiscal Year, and the 2019 and 2018 calendar years. This Item 19 also contains the actual, historical Average Gross Sales for certain Sonic Restaurants for the 2022 Fiscal Year by Gross Sales level, type and geographic region. In this Item 19, "Average Gross Sales" mean the average of reported Gross Sales for the applicable Sonic Restaurants for the designated time periods and groups. "Gross Sales" means all revenues from all business conducted upon or from the Sonic Restaurant, whether from check, cash, credit, charge account, debit card, stored-value card, exchange, or other form of payment, and includes amounts received from selling goods, wares, and merchandise, including sales of

food, beverages, and tangible property of every kind and nature, promotional or otherwise (excluding restaurant equipment), and for services performed from or at the Sonic Restaurant, whether the order is filled from the Sonic Restaurant or elsewhere. "Gross Sales" does not include (i) sales of merchandise for which the operator makes a cash refund; (ii) the price of merchandise that customers return for exchange; (iii) the amount of any sales tax that any governmental authority imposes directly on sales and is collected from customers; (iv) amounts not received for menu items because of discounts or coupons, if properly documented; or (v) amounts received from the sale of stored-value cards.

Types of Sonic Drive-Ins

A typical "Traditional Sonic Drive-In" is a Sonic Drive-In where a customer parks in a covered drive-in space and orders through an intercom speaker system. A carhop then delivers the customer's food directly to the customer's vehicle. Most Traditional Sonic Drive-Ins are free-standing buildings and include a drive-thru lane and a patio, and sometimes also an enclosed patio or indoor seating. Some Traditional Sonic Drive-Ins are located at convenience stores or travel plazas ("C-stores"). Traditional Drive-Ins are located across the country and in a variety of urban, suburban and rural locations. Traditional Sonic Drive-Ins (other than C-stores) without inside seating typically range in size from 1,100 to 1,700 square feet, including stalls and drive thru, although there are some atypical Traditional Sonic Drive-Ins whose size falls outside this range. Traditional Sonic Drive-Ins (other than C-stores) with inside seating typically range from 2,000 to 4,000 square feet. The size of Traditional Sonic Drive-Ins that are C-store locations varies with the type of location and ranges from 1,000 to 3,000 square feet. Of the 3,542 Traditional Drive-Ins operating at the end of our 2022 Fiscal Year, 2,379 operate with drive-thru windows and the remaining 1,248 do not. These Traditional Sonic Drive-Ins have operated for an average of 25 years, including the 60 Traditional Sonic Drive-Ins at C-store locations which have operated for an average of 9 years. Traditional Sonic Drive-Ins all offer essentially the same products and services, face the same kinds of competitive challenges, and receive the same level of support from us that we expect new licensees will experience. Traditional Sonic Drive-Ins are located in various markets across the United States.

A "Non-Traditional Sonic" is a Sonic Restaurant operated at a location such as a food court at a football stadium, mall, military base or other Non-Traditional Location. Non-Traditional Sonics typically range in size from 800 to 1,500 square feet, although there are some atypical Non-Traditional Sonics whose size falls outside this range. The 4 Non-Traditional Sonics operating at the end of our 2022 Fiscal Year, all of which franchisees own, have operated for an average of 13 years. The Non-Traditional Sonics all offer essentially the same products and services, face the same kinds of competitive challenges, and receive the same level of support from us that we expect new licensees will experience. Non-Traditional Sonics are located in various markets across the United States.

"Company Drive-Ins" are Sonic Restaurants that SRI, our affiliate, owns and operates, or that a partnership or limited liability company in which SRI owns a majority interest owns and operates. There were 325 Company Drive-Ins operating at the end of our 2022 Fiscal Year, all of which are Traditional Sonic Drive-Ins, and none of which operate in any C-stores. SRI closed 1 for extended periods (more than a month) during 2022 for extensive building repairs. SRI also opened 5 new Company Drive-Ins during our 2022 Fiscal Year that have been excluded from

financial performance representations because they did not operate for the full year. The financial performance representations in this Item 19 covering the Average Gross Sales from our 2022 Fiscal Year reflect the results of the remaining 319 Company Drive-Ins or an identified portion of those 319 Company Drive-Ins. 0 Company Drive-Ins closed during our 2022 Fiscal Year.

"Franchise Drive-Ins" are Sonic Restaurants that our franchisees own and operate. There were 3,221 Franchise Drive-Ins operating at the end of our 2022 Fiscal Year. 3,217 of these Franchise Drive-Ins were Traditional Sonic Drive-Ins (including 60 Franchise Drive-Ins operating as C-stores) and 4 were Non-Traditional Sonics. We excluded 39 of these Franchise Drive-Ins from these financial performance representations because they first opened for business during our 2022 Fiscal Year and did not operate for the full year. We excluded 57 of these Franchise Drive-Ins because they were closed and reported no sales for extended periods during 2022, typically for more than a month, either as part of remodeling or rebuilding the drive-in, due to a hurricane weather-related casualty or fire/water damage, due to lack of available management to operate the drive-in, or because of a planned relocation or transfer. The financial performance representations in this Item 19 covering the Average Gross Sales from our 2022 Fiscal Year reflect the results of the remaining 3,184 Franchise Drive-Ins or an identified portion of those 3,184 Franchise Drive-Ins. We excluded the 50 Franchise Drive-Ins that closed in 2022, all of which were open for at least 12 months before they closed.

Our affiliate periodically buys Sonic Restaurants from and sells Sonic Restaurants to franchisees. For transactions during our 2022 Fiscal Year and our 2021 Fiscal Year, we include the restaurants as Company Drive-Ins if our affiliate owned and operated the restaurants for the majority of the year, and we include the restaurants as Franchise Drive-Ins if a franchisee operated the restaurants for the majority of the year. We used a different methodology before our 2020 Fiscal Year. For the transactions from 2018 through 2019, we included any Sonic Restaurant that our affiliate bought from or sold to any franchisee during the year as a Franchise Drive-In, regardless of when that purchase or sale happened during the year. This classification applies for the restaurant counts and the financial performance representations for Gross Sales.

We calculated the figures in this Item 19 using information that our affiliates and franchisees provided. We derived the Gross Sales of Franchise Drive-Ins from unaudited monthly financial reports that franchisees submitted to compute royalty fees. We used Gross Sales data that we collected from franchisees' POS systems to cover any monthly financial reports that franchisees failed to submit. Our 2022 Fiscal Year contained 53 weeks, so for the financial performance representations covering the 2022 Fiscal Year, we removed the Gross Sales from the 53rd week in order to show an accurate year-over-year comparison. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form. Upon your reasonable request, we will provide written substantiation for these financial performance representations.

Gross Sales for 2018-2022

The following tables list the Average Gross Sales and median Gross Sales for the Company Drive-Ins and Franchise Drive-Ins (both Traditional Sonic Drive-Ins and Non-Traditional Sonics) for the 2022, 2021 and the 2020 Fiscal Year and the 2019 and 2018 calendar years. For each year the Company Drive-Ins and Franchise Drive-Ins include those open and operating for the entire

year, as described in more detail above. For all of these financial performance representations we excluded 2 Company Drive-Ins that closed in 2021, 1 Company Drive-in that closed in 2020, 7 Company Drive-Ins that closed in 2019 and 1 Company Drive-In that closed in 2018. No Company Drive-Ins closed in 2022. We also excluded 50 Franchise Drive-Ins that closed in 2022, 6 Franchise Drive-Ins that closed in 2021, 31 Franchise Drive-Ins that closed in 2020, 87 Franchise Drive-Ins that closed in 2019, and 22 Franchise Drive-Ins that closed in 2018. All of these closed restaurants were open for at least 12 months before they closed.

Average Gross Sales and Median Gross Sales
(Traditional Sonic Drive-Ins and Non-Traditional Sonics)
($ in thousands)

2022 Fiscal Year						
	Number of Restaurants	Average Gross Sales ($)	Median Gross Sales ($)	Gross Sales Range ($)	Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)	Number of Restaurants that Attained or Surpassed the Average Gross Sales
Company Drive-Ins	319	1,318	1,229	534-2,981	41	132
Franchise Drive-Ins	3,133	1,608	1,522	17-4,715	44	1,382
Total of Company Drive-Ins and Franchise Drive-Ins	**3,452**	**1,581**	**1,494**	**17-4,715**	**44**	**1,523**

2021 Fiscal Year						
	Number of Restaurants	**Average Gross Sales ($)**	**Median Gross Sales ($)**	**Gross Sales Range ($)**	**Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)**	**Number of Restaurants that Attained or Surpassed the Average Gross Sales**
Company Drive-Ins	271	1,374	1,280	664-3,070	42	113
Franchise Drive-Ins	3,184	1,708	1,617	354- 4,545	44	1,414
Total of Company Drive-Ins and Franchise Drive-Ins	**3,455**	**1,681**	**1,585**	**354-4,545**	**44**	**1,521**

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

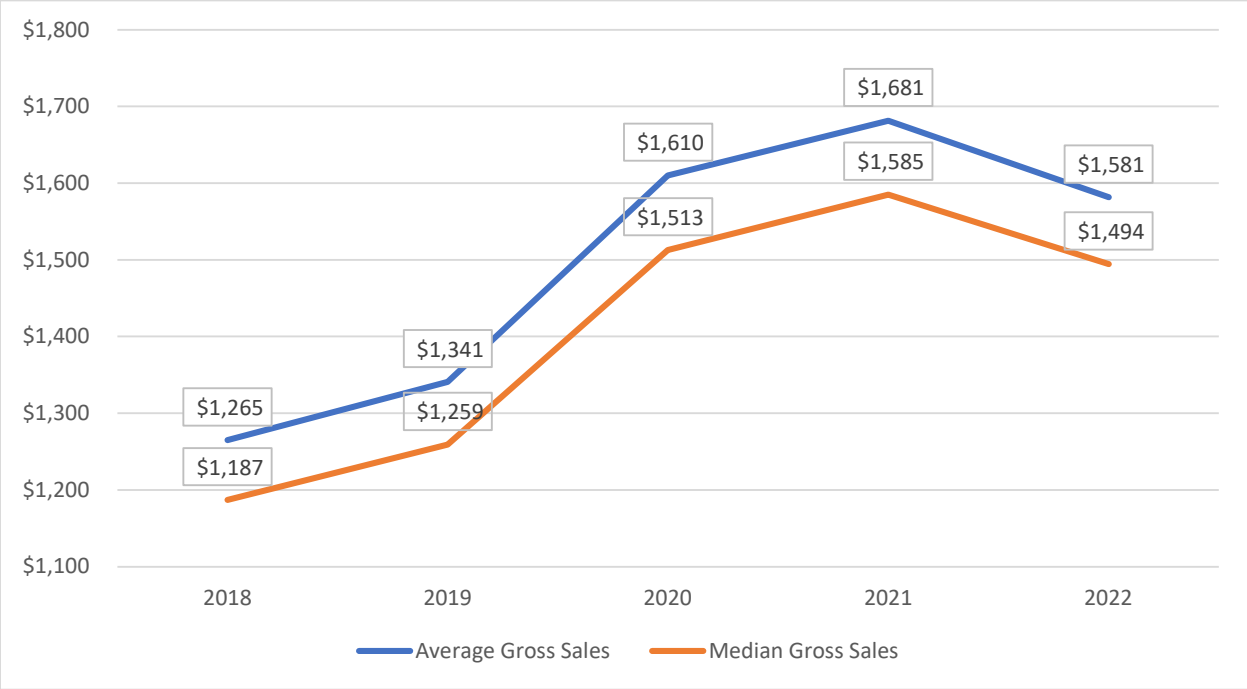
2020 Fiscal Year						
	Number of Restaurants	**Average Gross Sales ($)**	**Median Gross Sales ($)**	**Gross Sales Range ($)**	**Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)**	**Number of Restaurants that Attained or Surpassed the Average Gross Sales**
Company Drive-Ins	267	1,346	1,240	701-2,818	42	111
Franchise Drive-Ins	3,200	1,633	1,540	379- 4,717	44	1,402
Total of Company Drive-Ins and Franchise Drive-Ins	**3,467**	**1,611**	**1,514**	**379-4,717**	**43**	**1,504**

2019 Calendar Year						
	Number of Restaurants	**Average Gross Sales ($)**	**Median Gross Sales ($)**	**Gross Sales Range ($)**	**Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)**	**Number of Restaurants that Attained or Surpassed the Average Gross Sales**
Company Drive-Ins	169	1,272	1,257	641-2,387	47	80
Franchise Drive-Ins	3,154	1,345	1,259	398- 4,028	43	1,345
Total of Company Drive-Ins and Franchise Drive-Ins	**3,323**	**1,341**	**1,259**	**398-4,028**	**43**	**1,424**

2018 Calendar Year						
	Number of Sonic Restaurants in Group	**Average Gross Sales ($)**	**Median Gross Sales ($)**	**Gross Sales Range ($)**	**Percent of Sonic Restaurants that Attained or Surpassed the Average Gross Sales (%)**	**Number of Sonic Restaurants that Attained or Surpassed the Average Gross Sales**
Company Drive-Ins	170	1,204	1,176	577 to 2,375	45	77
Franchise Drive-Ins	3,316	1,268	1,189	359 to 4,630	43	1,427
Total of Company Drive-Ins and Franchise Drive-Ins	**3,486**	**1,265**	**1,187**	**359 to 4,630**	**43**	**1,505**

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Average Gross Sales and Median Gross Sales
(Traditional Sonic Drive-Ins and Non-Traditional Sonics)
($ in thousands)



Breakdown of Gross Sales for 2022

Traditional Sonic Drive-Ins by Gross Sales Level

The following tables list the Average Gross Sales during our 2022 Fiscal Year for just the Traditional Sonic Drive-Ins, grouped into the top 3rd, middle 3rd and bottom 3rd of Gross Sales. The first table shows the results of the 3,179 Franchise Drive-Ins that are Traditional Sonic Drive-Ins, the second table shows the results of the 319 Company Drive-Ins, and the third table shows the results of all 3,450 Traditional Drive-Ins.

Average Gross Sales and Median Gross Sales per Gross Sales Level
2022 Fiscal Year for Traditional Franchise Drive-Ins
($ in thousands)

Gross Sales Level	Number of Restaurants	Average Gross Sales ($)	Median Gross Sales ($)	Gross Sales Range ($)	Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)	Number of Restaurants that Attained or Surpassed the Average Gross Sales
Top 3rd	1,044	2,289	2,170	1,777 – 4,715	40	416
Middle 3rd	1,043	1,527	1,522	1,288 – 1,777	49	511
Bottom 3rd	1,044	1,011	1,053	279 – 1,288	56	585
Total	**3,129**	**1,609**	**1,522**	**279 – 4,715**	**44**	**1,379**

Average Gross Sales and Median Gross Sales per Gross Sales Level
2022 Fiscal Year for Traditional Company Drive-Ins
($ in thousands)

Gross Sales Level	Number of Restaurants	Average Gross Sales ($)	Median Gross Sales ($)	Gross Sales Range ($)	Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)	Number of Restaurants that Attained or Surpassed the Average Gross Sales
Top 3rd	106	1,826	1,746	1,431 – 2,981	38	40
Middle 3rd	106	1,232	1,231	1,076 – 1,431	50	53
Bottom 3rd	106	900	936	534 – 1,076	56	60
Total	**319**	**1,318**	**1,229**	**537 – 2,981**	**41**	**132**

Average Gross Sales and Median Gross Sales per Gross Sales Level
2022 Fiscal Year for all Traditional Sonic Drive-Ins
($ in thousands)

Gross Sales Level	Number of Restaurants	Average Gross Sales ($)	Median Gross Sales ($)	Gross Sales Range ($)	Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)	Number of Restaurants that Attained or Surpassed the Average Gross Sales
Top 3rd	1,149	2,256	2,144	1,719 – 4,715	40	458
Middle 3rd	1,150	1,497	1,495	1,195 – 1,719	49	565
Bottom 3rd	1,149	995	1,026	279 – 1,195	56	638
Total	**3,448**	**1,582**	**1,495**	**279 – 4,715**	**44**	**1,516**

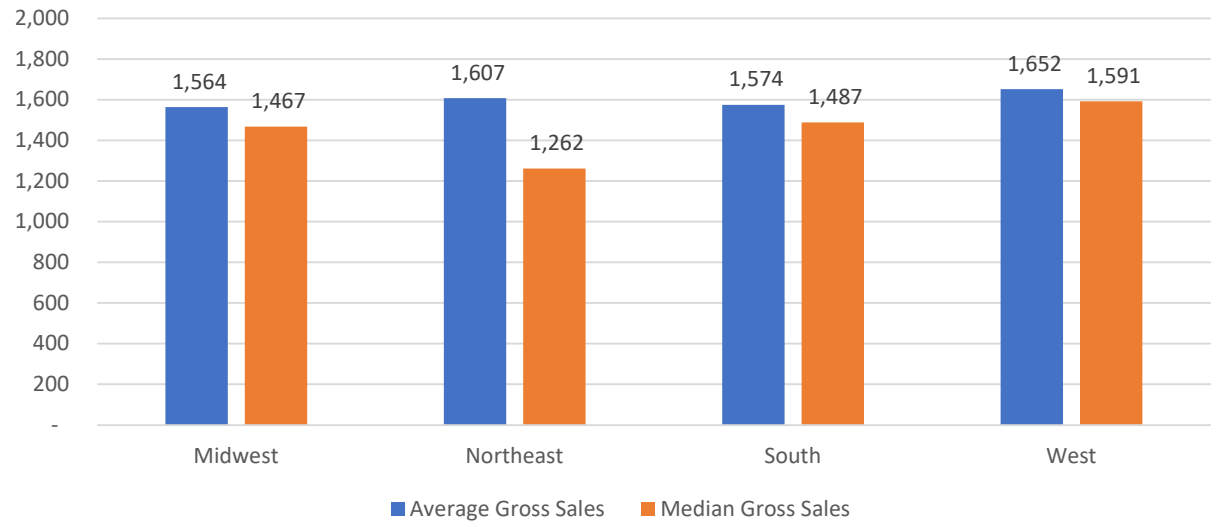
Traditional Sonic Drive-Ins by Region

The following tables list the Average Gross Sales during our 2022 Fiscal Year for the 3,450 Traditional Sonic Drive-Ins (both Franchise Drive-Ins and Company Drive-Ins) that were open for the entire year in each of our 4 geographic regions. The Midwest region includes Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin. The Northeast region includes Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island and Vermont. The South region includes Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia and West Virginia. The West region includes Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming.

Average Gross Sales and Median Gross Sales by Geographic Location
(Midwest, Northeast, South and West)
For Traditional Sonic Drive-Ins
2022 Fiscal Year
($ in thousands)

Region	Number of Restaurants by Region	Restaurants by Region (%)	Average Gross Sales ($)	Median Gross Sales ($)	Gross Sales Range ($)	Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)	Number of Restaurants that Attained or Surpassed the Average Gross Sales
Midwest	484	14	1,564	1,467	491 – 3,612	43	206
Northeast	65	2	1,607	1,262	522 – 4,715	34	22
South	2,485	72	1,574	1,487	279 – 4,330	44	1,098
West	414	12	1,682	1,591	375 – 6,584	45	187
Total	**3,448**	**100%**	**1,582**	**1,495**	**279 – 4,715**	**44**	**1,516**

Average Gross Sales and Median Gross Sales by Geographic Location
For Traditional Sonic Drive-Ins
2022 Fiscal Year
($ in thousands)



Traditional Sonic Drive-Ins at C-Stores

The following table lists the Average Gross Sales during our 2022 Fiscal Year for the 53 Traditional Sonic Drive-Ins that franchisees operated at C-Store locations for the entire year, grouped into the top 3rd, middle 3rd and bottom 3rd of Gross Sales.

Average Gross Sales and Median Gross Sales per Gross Sales Level
2022 Fiscal Year
For Traditional Franchise Drive-Ins at C-Store Locations
($ in thousands)

Gross Sales Level	Number of Restaurants	Average Gross Sales ($)	Median Gross Sales ($)	Gross Sales Range ($)	Percent of Restaurants that Attained or Surpassed the Average Gross Sales (%)	Number of Restaurants that Attained or Surpassed the Average Gross Sales
Top 3rd	18	1,642	1,629	1,214 – 1,910	44	8
Middle 3rd	17	1,071	1,104	893 – 1,214	61	11
Bottom 3rd	18	687	707	520 – 893	56	10
Total	**53**	**1,126**	**1,108**	**520 – 1,910**	**47**	**25**

The preceding Gross Sales financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the Gross Sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Sonic Restaurant. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

A Sonic Drive-In's sales will vary significantly depending on a number of factors, including, among other things, the location of the Drive-In, competition in the market, pricing decisions, the number of other nearby Sonic Restaurants in the market, the level and types of marketing the Drive-In undertakes, the quality of management and service at the Drive-In, staffing decisions (including wage rates), and contractual relationships with lessors and vendors. Also, it might take time for a new Sonic Drive-In's sales to reach the same level as a mature Drive-In.

Some restaurants have sold or earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Vice President, Franchise Counsel, Lisa Storey, Esq. at Three Glenlake Parkway NE, Atlanta, Georgia 30328 or (678) 514-6928, the Federal Trade Commission, and the appropriate state regulatory agencies.

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

ITEM 20
SONIC DRIVE-INS AND FRANCHISEE INFORMATION

Table No. 1
System Restaurant Summary
For Years 2020 to 2022

Restaurant Type	Year	Restaurants at the Beginning of the Year	Restaurants at the End of the Year	Gross Change
Franchise	2020	3,329	3,251	(78)
	2021	3,251	3,232	(19)
	2022	3,232	3,221	(11)
Company	2020	197	271	74
	2021	271	320	49
	2022	320	325	5
Total Drive-Ins	**2020**	**3,526**	**3,522**	**(4)**
	2021	**3,522**	**3,552**	**30**
	2022	**3,552**	**3,546**	**(6)**

Table No. 2
Transfers of Restaurants from Franchisees to New Owners
(Other Than Sonic Or A Sonic Affiliate)
For Years 2020 to 2022

State	Year	Number of Transfers
Alabama	2020	21
	2021	2
	2022	1
Arizona	2020	1
	2021	9
	2022	6
California	2020	0
	2021	1
	2022	0
Colorado	2020	0
	2021	0
	2022	7
Florida	2020	41
	2021	12
	2022	12
Georgia	2020	0
	2021	10
	2022	9
Idaho	2020	0
	2021	6
	2022	0
Iowa	2020	0
	2021	5
	2022	0

State	Year	Number of Transfers
Illinois	2020	9
	2021	11
	2022	0
Indiana	2020	0
	2021	2
	2022	0
Kansas	2020	3
	2021	8
	2022	5
Kentucky	2020	0
	2021	9
	2022	3
Louisiana	2020	2
	2021	67
	2022	0
Massachusetts	2020	1
	2021	0
	2022	0
Maryland	2020	4
	2021	7
	2022	0
Michigan	2020	4
	2021	11
	2022	0
Minnesota	2020	0
	2021	0
	2022	5
Missouri	2020	14
	2021	13
	2022	4
Mississippi	2020	0
	2021	8
	2022	0
Nebraska	2020	0
	2021	0
	2022	3
New Jersey	2020	2
	2021	6
	2022	1
New York	2020	0
	2021	1
	2022	5
Ohio	2020	4
	2021	0
	2022	0

State	Year	Number of Transfers
Oklahoma	2020	0
	2021	2
	2022	2
Oregon	2020	1
	2021	0
	2022	2
Pennsylvania	2020	2
	2021	3
	2022	0
Rhode Island	2020	0
	2021	0
	2022	1
South Carolina	2020	0
	2021	14
	2022	1
Tennessee	2020	1
	2021	0
	2022	22
Texas	2020	14
	2021	51
	2022	43
Utah	2020	0
	2021	17
	2022	0
Virginia	2020	0
	2021	3
	2022	0
Washington	2020	0
	2021	1
	2022	0
TOTALS	**2020**	**124**
	2021	**279**
	2022	**132**

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

State	Year	Restaurants at Start of Year	Restaurants Opened (or Purchased from Franchisor)	Franchisor's Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Restaurants at End of Year
AL	2020	106	2	0	0	27	1	80
	2021	80	1	0	0	8	0	73
	2022	73	4	0	0	0	0	77

State	Year	Restaurants at Start of Year	Restaurants Opened (or Purchased from Franchisor)	Franchisor's Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Restaurants at End of Year
AK	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
AZ	2020	91	1	0	0	0	0	92
	2021	92	0	0	0	0	0	92
	2022	92	0	0	0	0	1	91
AR	2020	194	2	0	0	0	2	194
	2021	194	1	0	0	0	0	195
	2022	195	0	0	0	0	1	194
CA	2020	76	1	0	0	0	0	77
	2021	77	1	0	0	0	0	78
	2022	78	3	0	0	0	1	80
CO	2020	61	0	0	0	0	0	61
	2021	61	0	0	0	1	1	59
	2022	59	1	0	0	0	0	60
CT	2020	3	1	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	1	0	0	0	0	6
DE	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
FL	2020	99	0	0	0	0	0	99
	2021	99	2	0	0	1	1	99
	2022	99	0	0	0	0	0	99
GA	2020	92	0	0	0	3	2	87
	2021	87	1	0	0	8	1	79
	2022	79	0	0	0	0	1	78
ID	2020	21	0	0	0	0	0	21
	2021	21	0	0	0	0	0	21
	2022	21	0	0	0	0	0	21
IL	2020	49	0	0	0	0	0	49
	2021	49	1	0	0	0	0	50
	2022	50	2	0	0	0	2	50
IN	2020	19	1	0	0	0	0	20
	2021	20	1	0	0	0	0	21
	2022	21	3	0	0	0	0	24
IA	2020	9	1	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
KS	2020	137	0	0	0	0	1	136
	2021	136	0	0	0	0	0	136
	2022	136	1	0	0	0	1	136

State	Year	Restaurants at Start of Year	Restaurants Opened (or Purchased from Franchisor)	Franchisor's Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Restaurants at End of Year
KY	2020	65	0	0	0	0	0	65
	2021	65	1	0	0	0	0	66
	2022	66	1	0	0	0	2	65
LA	2020	173	0	1	0	0	0	172
	2021	172	0	0	0	28	1	143
	2022	143	2	0	0	0	3	142
MA	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
MD	2020	16	0	0	0	0	1	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
MI	2020	19	0	0	0	0	1	18
	2021	18	0	0	0	0	0	18
	2022	18	0	0	0	0	2	16
MN	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
MS	2020	125	0	0	0	0	0	125
	2021	125	0	0	0	0	1	124
	2022	124	0	0	0	0	0	124
MO	2020	186	1	0	0	0	3	184
	2021	184	2	0	0	0	1	185
	2022	185	2	0	0	0	2	185
MT	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
NE	2020	28	0	0	0	0	0	28
	2021	28	0	0	0	0	0	28
	2022	28	0	0	0	0	0	28
NJ	2020	17	0	0	0	0	1	16
	2021	16	0	0	0	0	0	16
	2022	16	0	0	0	0	1	15
NV	2020	24	1	0	0	0	0	25
	2021	25	0	0	0	0	0	25
	2022	25	0	0	0	0	0	25
NM	2020	74	0	0	0	0	0	74
	2021	74	0	0	0	0	0	74
	2022	74	0	0	0	0	0	74
NY	2020	17	1	0	0	0	1	17
	2021	17	3	0	0	0	0	20
	2022	20	0	0	0	0	0	20

State	Year	Restaurants at Start of Year	Restaurants Opened (or Purchased from Franchisor)	Franchisor's Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Restaurants at End of Year
NC	2020	79	1	0	0	7	0	73
	2021	73	0	0	0	0	0	73
	2022	73	1	0	0	0	1	73
ND	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
OH	2020	24	0	0	0	0	1	23
	2021	23	0	0	0	0	0	23
	2022	23	1	0	0	0	0	24
OK	2020	195	3	0	0	1	3	194
	2021	194	0	0	0	1	0	193
	2022	193	2	0	0	0	1	194
OR	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	0	2	0	0	0	12
PA	2020	22	0	10	0	0	0	12
	2021	12	9	0	0	0	0	21
	2022	21	2	0	0	0	1	22
RI	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
SC	2020	75	1	0	0	0	0	76
	2021	76	0	0	0	0	0	76
	2022	76	0	0	0	0	0	76
SD	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
TN	2020	191	0	0	0	22	0	169
	2021	169	0	0	0	3	0	166
	2022	166	1	0	0	0	0	167
TX	2020	902	14	0	0	2	6	908
	2021	908	12	0	0	1	0	919
	2022	919	10	0	0	0	20	909
UT	2020	20	0	0	0	0	2	18
	2021	18	0	0	0	0	0	18
	2022	18	0	0	0	0	0	18
VA	2020	51	1	0	0	13	0	39
	2021	39	0	0	0	0	0	39
	2022	39	0	0	0	0	0	39
WA	2020	19	1	0	0	0	0	20
	2021	20	0	0	0	0	0	20
	2022	20	1	8	0	0	0	13

State	Year	Restaurants at Start of Year	Restaurants Opened (or Purchased from Franchisor)	Franchisor's Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Restaurants at End of Year
WV	2020	5	0	0	0	0	0	5
	2021	5	2	0	0	0	0	7
	2022	7	0	0	0	0	0	7
WI	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
WY	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Totals	**2020**	**3,329**	**34**	**11**	**0**	**75**	**26**	**3,251**
	2021	**3,251**	**38**	**0**	**0**	**51**	**6**	**3,232**
	2022	**3,232**	**39**	**10**	**0**	**0**	**40**	**3,221**

Table No. 4
Status of Company Restaurants
For Years 2020 to 2022

State	Year	Restaurants at Start of Year	Restaurants Opened	Restaurants Re-acquired from Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at End of the Year
Alabama	2020	0	0	27	0	0	27
	2021	27	0	8	0	0	35
	2022	35	0	0	0	0	35
Colorado	2020	20	0	0	0	0	20
	2021	20	0	1	0	0	21
	2022	21	0	0	0	0	21
Florida	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
Georgia	2020	5	0	3	0	0	8
	2021	8	0	8	0	0	16
	2022	16	2	0	0	0	18
Kentucky	2020	2	0	0	0	0	2
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
Louisiana	2020	0	0	0	0	0	0
	2021	0	0	28	0	0	28
	2022	28	0	0	0	0	28
North Carolina	2020	7	0	0	0	0	7
	2021	7	0	0	0	0	7
	2022	7	0	0	0	0	7
Oklahoma	2020	79	0	1	1	0	79
	2021	79	0	1	2	0	78
	2022	78	0	0	0	0	78

State	Year	Restaurants at Start of Year	Restaurants Opened	Restaurants Re-acquired from Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at End of the Year
Ohio	2020	14	0	0	0	0	14
	2021	14	0	0	0	0	14
	2022	14	0	0	0	0	14
Tennessee	2020	35	0	22	0	0	57
	2021	57	0	3	0	0	60
	2022	60	2	0	0	0	62
Texas	2020	42	0	2	0	0	44
	2021	44	0	1	0	0	45
	2022	45	0	0	0	0	45
Virginia	2020	0	0	13	0	0	13
	2021	13	0	0	0	0	13
	2022	13	1	0	0	0	14
Totals	**2020**	**204**	**0**	**68**	**1**	**0**	**271**
	2021	**271**	**0**	**51**	**2**	**0**	**320**
	2022	**320**	**5**	**0**	**0**	**0**	**325**

Table No. 5
Projected Openings
As of January 2, 2023

State	License Agreement Signed but Drive-Ins not Opened as of January 2, 2023	Projected New Franchise Drive-Ins in the Next Fiscal Year	Projected New Company-Owned Drive-Ins in Next Fiscal Year
Alabama	0	1	0
Alaska	0	0	0
Arizona	0	1	0
Arkansas	2	1	0
California	3	3	0
Connecticut	0	1	0
Colorado	0	2	1
Florida	1	4	0
Georgia	0	0	2
Hawaii	0	1	0
Idaho	2	2	0
Illinois	0	0	0
Indiana	1	1	0
Kansas	0	0	0
Kentucky	0	1	0
Missouri	1	1	0
Nebraska	0	1	0
Nevada	1	1	0
New York	1	0	0
North Carolina	0	0	0
Ohio	1	0	0
Oregon	0	1	0

State	License Agreement Signed but Drive-Ins not Opened as of January 2, 2023	Projected New Franchise Drive-Ins in the Next Fiscal Year	Projected New Company-Owned Drive-Ins in Next Fiscal Year
Pennsylvania	1	0	0
Rhode Island	0	1	0
South Carolina	0	0	0
Tennessee	0	0	0
Texas	8	12	0
Utah	0	1	0
Virginia	0	1	0
Total	**22**	**38**	**3**

All year-end numbers appearing in the tables above are as of December 31 in each year. The "Company-Owned" outlets referenced in the tables below actually are owned by one or more of our affiliated entities.

Exhibit E-1 lists the names of all operating franchisees and the addresses and telephone numbers of their operating Sonic Restaurants as of January 2, 2023. Exhibit E-2 lists the names, addresses and telephone numbers of franchisees whose Sonic Restaurants were not yet opened as of January 2, 2023. Exhibit E-3 lists the names of all developers who were parties to Development Agreements and the states included in those agreements as of January 2, 2023.

Exhibit E-4 lists the name, city, state and business telephone number (or, if unknown, the last known home telephone number) of 50 franchisees who had a Sonic Restaurant License Agreement terminated, cancelled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under a License Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document.

During the 2022 fiscal year, we terminated 4 Development Agreements. Exhibit E-5 lists the name, city, state and business telephone number (or, if unknown, the last known home telephone number) of every developer who had a Development Agreement terminated, whether voluntary or involuntary, during the most recently completed fiscal year.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 years, some franchisees have signed confidentiality agreements with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Sonic Restaurant network. 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.

We organized and sponsor the Sonic Franchise Advisory Council. We select the organization's members. You can reach the organization in care of Tanishia Beacham, Chief Operating Officer, Three Glenlake Parkway NE, Atlanta, Georgia 30328, 405-225-5702, tbeacham@inspirebrands.com.

ITEM 21
FINANCIAL STATEMENTS

Exhibit F contains Sonic's audited financial statements as of January 1, 2023 and January 2, 2022, and for the fiscal years ended January 1, 2023, January 2, 2022 and January 3, 2021.

As reflected in Item 1, SIS will be providing required support and services to franchisees under a management agreement with us. Included in Exhibit F are the audited consolidated financial statements of SIS as of January 1, 2023 and January 2, 2022 and for the fiscal years ended January 1, 2023 and January 2, 2022. It also includes the audited consolidated financial statements of SIS as of January 3, 2021 (Successor) and December 29, 2019 (Successor) and for the fiscal years ended January 3, 2021 (Successor), December 29, 2019 (Successor), the Period from December 8, 2018 through December 31, 2018 (Successor), the Period from September 1, 2018 through December 7, 2018 (Predecessor), and the fiscal year ended August 31, 2018 (Predecessor). These consolidated financial statements are being provided for disclosure purposes only. SIS is not a party to the License Agreement or Development Agreement we sign with franchisees nor does it guarantee our obligations under the License Agreement or Development Agreement we sign with franchisees.

ITEM 22
CONTRACTS

Sonic has included a copy of the following contracts in this disclosure document. Nothing in the following agreements or in any related agreements is intended to disclaim the representations made in this disclosure document.

Exhibit B-1	Number 23 License Agreement
Exhibit B-2	Non-Traditional Rider to License Agreement
Exhibit B-3	License Agreement Incentives Amendment
Exhibit C-1	Number 23 Development Agreement
Exhibit C-2	Development Agreement Incentives Amendment
Exhibit D	Confidentiality Agreement
Exhibit G	State-Specific Addenda

ITEM 23
RECEIPTS

Exhibit H contains detachable documents acknowledging your receipt of this disclosure document.

EXHIBIT A
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

Administrators for Service of Process

The following list sets forth the name, address and telephone number of the franchise law administrator in each of the indicated states:

California
Department of Financial Protection and Innovation
2101 Arena Boulevard
Sacramento, CA 95834
(866) 275-2677

Hawaii
Commissioner of Securities of the State of Hawaii
335 Merchant St., Room 203
Honolulu, HI 96813
(808) 586-2722

Illinois
Franchise Bureau
Office of Attorney General
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

Indiana
Franchise Division
302 W. Washington St., Room E-111
Indianapolis, IN 46204
(317) 232-6681

Maryland
Maryland Division of Securities
200 St. Paul Place, 20th Floor
Baltimore, MD 21202-2020
(410) 576-6360

Michigan
Dept. of Attorney General
Consumer Protection Division
Franchise Section
G. Mennen Williams Building, 7th Floor
525 W Ottawa St.
P.O. Box 30212
Lansing, MI 48909
(517) 335-7567

Minnesota
Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101-2198
(651) 539-1500

New York
New York State Dept. of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8236

North Dakota
Securities Department
600 East Boulevard, Fifth Floor
Department 414
Bismarck, North Dakota 58505-0510
(701) 328-4712

Oregon
Dept. of Consumer & Business Services
Labor & Industries Building
350 Winter Street NE, Suite 410
Salem, OR 97310
(503) 378-4140

Rhode Island
Department of Business Regulation
Securities Division
1511 Pontiac Avenue, Bldg. 69-1
Cranston, RI 02920-4407
(401) 462-9527

South Dakota
Division of Insurance
Securities Regulation
124 South Euclid, Suite 104
Pierre, SD 57501
(605) 773-3563

Virginia
State Corporation Commission
Securities & Retail Franchising Division
1300 E. Main St., Ninth Floor
Richmond, VA 23219
(804) 371-9051

Washington
Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, WA 98501
(360) 902-8760

Wisconsin
Division of Securities
Department of Financial Institutions
P. O. Box 1768
Madison, WI 53701-1768
(608) 266-2139

Agents for Service of Process

The following list sets forth Sonic's registered agents authorized to receive service of process in the indicated states.

ALASKA
Corporation Service Company
9360 Glacier Highway Suite 202
Juneau, AK 99801

ALABAMA
Corporation Service Company, Inc.
641 South Lawrence Street
Montgomery, AL 36104

ARIZONA
Corporation Service Company
8825 N 23rd Ave., Suite 100
Phoenix, AZ 85021

ARKANSAS
Corporation Service Company
300 Spring Building, Suite 900
Little Rock, AR 72201

CALIFORNIA
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Dr.
Ste. 150N
Sacramento, CA 95833-3505

COLORADO
Corporation Service Company
1900 W. Littleton Blvd.
Littleton, CO 80120

CONNECTICUT
Corporation Service Company
50 Weston Street
Hartford, CT 06120-1537

DELAWARE
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

DISTRICT OF COLUMBIA
Corporation Service Company
1090 Vermont Avenue N.W.
Washington, DC 20005

FLORIDA
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

GEORGIA
Corporation Service Company
40 Technology Pkwy South, #300
Norcross, GA 30092

HAWAII
Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813

Corporation Service Company
1003 Bishop Street
Suite 1600 Pauahi Tower
Honolulu, HI 96813

IDAHO
Corporation Service Company
12550 W. Explorer Drive, Ste. 100
Boise, ID 83713

ILLINOIS
Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

INDIANA
Corporation Service Company
135 N. Pennsylvania St., Ste 1610
Indianapolis, IN 46204

IOWA
Corporation Service Company
505 5th Avenue, Suite 729
Des Moines, IA 50309

KANSAS
Corporation Service Company
2900 SW Wanamaker Dr Ste. 204
Topeka, KS 66614

KENTUCKY
Corporation Service Company
421 West Main Street
Frankfort, KY 40601

LOUISIANA
Corporation Service Company
501 Louisiana Avenue
Baton Rouge, LA 70802

MAINE
Corporation Service Company
45 Memorial Circle
Augusta, ME 04330

MASSACHUSETTS
Corporation Service Company
84 State Street
Boston, MA 02109

MARYLAND
CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 820
Baltimore, MD 21202

MICHIGAN
CSC-Lawyers Incorporating Service Company
601 Abbot Road
East Lansing, MI 48823

MINNESOTA
Corporation Service Company
2345 Rice Street, Suite 230
Roseville, MN 55113

MISSISSIPPI
Corporation Service Company
7716 Old Canton Road, Suite C
Madison, MS 39110

MISSOURI
CSC-Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, MO 65101

MONTANA
Corporation Service Company
26 West Sixth Avenue
Helena, MT 59624-1691

NEBRASKA
CSC-Lawyers Incorporating Service Company
233 South 13th Street, Ste. 1900
Lincoln, NE 68508

NEVADA
Corporation Service Company
112 North Curry Street
Carson City, NV 89703

NEW HAMPSHIRE
Corporation Service Company
10 Ferry Street, Suite 313
Concord, NH 03301

NEW JERSEY
Corporation Service Company
Princeton South Corporate Ctr.
100 Charles Ewing Blvd
Suite 160
Ewing, NJ 08628

NEW MEXICO
Corporation Service Company
123 East Marcy Street, Suite 101
Santa Fe, NM 87501

NEW YORK
Corporation Service Company
80 State Street
Albany, NY 12207-2543

NORTH CAROLINA
Corporation Service Company
2626 Glenwood Ave, Suite 550
Raleigh, NC 27608

NORTH DAKOTA
Corporation Service Company
1709 N 19 St, Suite 3
Bismarck, ND 58501-2713

OHIO
Corporation Service Company
50 West Broad Street, Ste. 1330
Columbus, OH 43215

OKLAHOMA
Corporation Service Company
10300 Greenbriar Place
Oklahoma City, OK 73159-7653

OREGON
Corporation Service Company
1127 Broadway St. NE, Ste.310
Salem, OR 97301

PENNSYLVANIA
Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110

RHODE ISLAND
Corporation Service Company
222 Jefferson Boulevard, Ste 200
Warwick, RI 02888

SOUTH CAROLINA
Corporation Service Company
1703 Laurel Street
Columbia, SC 29201

SOUTH DAKOTA
Corporation Service Company
503 South Pierre Street
Pierre, SD 57501

TENNESSEE
Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203

TEXAS
CSC-Lawyers Incorporating
Service Company
211 E. 7th Street, Suite 620
Austin, TX 78701-3218

UTAH
Corporation Service Company
15 West South Temple, Ste 600
Salt Lake City, UT 84101

VERMONT
Corporation Service Company
100 North Main Street, Suite 2
Barre, VT 05641

VIRGINIA
Corporation Service Company
100 Shockoe Slip, 2nd Floor
Richmond, VA 23219

WASHINGTON
Corporation Service Company
300 Deschutes Way SW, Ste 304
Tumwater, WA 98501

WEST VIRGINIA
Corporation Service Company
209 West Washington Street
Charleston, WV 25302

WISCONSIN
Corporation Service Company
8040 Excelsior Drive, Suite 400
Madison, WI 53717

WYOMING
Corporation Service Company
1821 Logan Avenue
Cheyenne, WY 82001

EXHIBIT B-1
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

NUMBER 23 LICENSE AGREEMENT

Restaurant # ___

SONIC FRANCHISING LLC

NUMBER 23 LICENSE AGREEMENT

TABLE OF CONTENTS

1. DEFINITIONS.....1
2. LICENSE GRANT AND BUSINESS ENTITY LICENSEE. 4
3. SITE, LEASE, AND RESTAURANT DEVELOPMENT. 5
4. PROTECTED AREA.....8
5. TERM AND RENEWAL. 10
6. TRAINING, GUIDANCE AND ASSISTANCE. 11
7. FEES. 12
8. OPERATION OF THE RESTAURANT.....14
9. PROPRIETARY MARKS. 17
10. CONFIDENTIAL INFORMATION. 19
11. ACCOUNTING AND RECORDS. 20
12. ADVERTISING AND BRAND EXPENDITURES AND TECHNOLOGY FUND. 21
13. INSURANCE.....25
14. TRANSFER OF INTEREST. 26
15. DEFAULT AND TERMINATION. 30
16. OBLIGATIONS UPON EXPIRATION OR TERMINATION. 32
17. COVENANTS. 36
18. INDEPENDENT CONTRACTOR & INDEMNIFICATION.....37
19. NOTICES.....39
20. INTERPRETATION AND ENFORCEMENT. 40
21. CONSULTATION WITH LICENSEES AND SONIC'S JUDGMENT. 41
22. APPLICABLE LAWS AND JURISDICTION; WAIVER OF JURY TRIAL; LIMITATIONS. 42

Exhibits

Exhibit A Statement of Legal Composition
Exhibit B Guaranty and Restriction Agreement

SONIC RESTAURANT

NUMBER 23 LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made this ____ day of _____, 202___, by and between **SONIC FRANCHISING LLC**, a Delaware limited liability company with its principal office at Three Glenlake Parkway NE, Atlanta, Georgia 30328 ("Sonic"), and _____, a(n) _____ with its principal office at _____ ("Licensee").

RECITALS

A. Sonic or its Affiliate (defined below) is the owner of, and Sonic has the right to license, the Sonic System (defined below) that is used in the development and operation of drive-in restaurants and other restaurants which feature specialty drinks, ice cream desserts, cheeseburgers, chicken entrees, hot dogs and other items, and which operate under the Sonic System and Proprietary Marks (defined below), as Sonic may periodically modify them (collectively, "Sonic Restaurants").

B. Licensee wishes to obtain a license from Sonic to operate a Sonic Restaurant and to be afforded the assistance provided by Sonic in connection therewith as described in this Agreement, and understands and accepts the terms, conditions, and covenants set forth herein as those which are reasonably necessary to maintain Sonic's high and uniform standards of quality and service designed to protect the goodwill and enhance the public image of the Proprietary Marks and the Sonic System, and recognizes the necessity of operating the Restaurant (defined below) in faithful compliance therewith, and with Sonic's standards and specifications.

In consideration of the foregoing and the mutual covenants and consideration below, Sonic and Licensee agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, unless the context of their use in this Agreement requires otherwise, the following words and phrases shall have the following meanings when used in this Agreement.

1.01 Affiliate. "Affiliate" means any Person which directly or indirectly through one or more intermediaries Controls the specified Person, the specified Person Controls, or shares a common Control with the specified Person.

1.02 Confidential Information. "Confidential Information" means (a) methods and procedures for preparation of food and beverage products, including confidential recipes; (b) distinctive service and accessories; (c) plans and specifications for interior and exterior signs, designs, layouts, and color schemes; (d) methods, techniques, formats, systems, specifications, procedures, business information, trade secrets, sales and marketing programs and information, methods of business operations and management, and knowledge of and experience in the operation and franchising of Sonic Restaurants; (e) any proprietary information contained in the Sonic Operations Manual or otherwise communicated to Licensee in writing, verbally or through the internet or other online or computer communications concerning the development or operation of a Sonic Restaurant; (f) the names, contact information, ordering history and other personal information (excluding credit card data and other account data that Licensee collects through the

Restaurant's POS system) of or relating to the Restaurant's customers or prospective customers (collectively, "Customer Data"); and (g) any other information that Sonic reasonably designates from time to time as confidential or proprietary.

1.03 Control. "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

1.04 Controlling Ownership Interest. A "Controlling Ownership Interest" in Licensee (if Licensee is an entity) means either (a) fifty percent (50%) or more of the direct or indirect Ownership Interests in Licensee, or (b) any Ownership Interest or other direct or indirect right or interest in Licensee that provides the right, power or authority, whether alone or together with others, to direct and control Licensee's management and policies.

1.05 DMA. "DMA" means a Designated Market Area as defined by A.C. Nielsen Company from time to time, or such replacement for Designated Market Areas as Sonic shall reasonably determine for the Sonic Restaurant network.

1.06 Gross Sales. "Gross Sales" means all revenues from all business conducted upon or from the Restaurant, whether evidenced by check, cash, credit, charge account, debit card, stored-value card, exchange, or otherwise, and includes the amounts received from the sale of goods, wares, and merchandise, including sales of food, beverages, and tangible property of every kind and nature, promotional or otherwise (excluding restaurant equipment), and for services performed from or at the Restaurant, whether Licensee fills the orders from the Restaurant or elsewhere. Each charge or sale via credit, debit card, stored-value card, or other payment means shall constitute a sale for the full price in the month during which the charge or sale occurs, regardless of the time when Licensee receives payment (in whole or in part) for the charge or sale. The phrase "Gross Sales" shall not include (a) sales of merchandise for which Licensee makes a cash refund, if previously included in Gross Sales; (b) the price of merchandise returned by customers for exchange, if Licensee previously included the sales price of the merchandise returned by the customer in Gross Sales and includes the sales price of merchandise delivered to the customer in exchange in Gross Sales; (c) the amount of any sales tax imposed by any governmental authority directly on sales and collected from customers, if Licensee adds the amount of the tax to the sales price or absorbs the amount of the sales tax in the sales price and Licensee actually pays the tax to the governmental authority; (d) amounts not received for menu items because of discounts or coupons, if properly documented; (e) amounts received from the sale of Sonic-approved stored-value cards; and (f) any proceeds received by Licensee pursuant to an assignment made in accordance with the provisions of Section 14.

1.07 Immediate Family. "Immediate Family" means the named individual, their spouse, and all children and stepchildren of the named individual or their spouse.

1.08 License. "License" means the rights granted Licensee pursuant to Section 2.01 of this Agreement.

1.09 MSA. "MSA" means a Metropolitan Statistical Area or a Micropolitan Statistical Area, as applicable, as defined by the United States Census Bureau from time to time, or such

replacement for Metropolitan Statistical Area or Micropolitan Statistical Area as Sonic shall reasonably determine for the Sonic Restaurant network.

1.10 Non-Controlling Ownership Interest. A "Non-Controlling Ownership Interest" in Licensee means the transfer or creation of any direct or indirect Ownership Interest in Licensee that is not a Controlling Ownership Interest.

1.11 Non-Drive-In Location. "Non-Drive-In Location" means any permanent or temporary Sonic Restaurant facility (other than a Non-Traditional Location) that is not a free-standing building with canopies devoted solely to the Sonic Restaurant and ordering capability accessible to the general public by automobile from public thoroughfares. Non-Drive-In Locations include convenience stores, gas stations and travel plazas.

1.12 Non-Traditional Locations. "Non-Traditional Locations" means any permanent or temporary food service facilities that operate (1) under one or more of the Proprietary Marks and all or part of the Sonic System, and (2) at locations that do not feature unlimited and unrestricted access to the general public by automobile from public thoroughfares. Non-Traditional Locations include (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories.

1.13 Owner. "Owner" means any Person holding a direct or indirect Ownership Interest (whether of record, beneficially, or otherwise) in Licensee.

1.14 Ownership Interest. "Ownership Interest" means (a) in relation to a corporation, shares of capital stock (whether common stock, preferred stock or any other designation) or other equity interests; (b) in relation to a limited liability company, membership interests or other equity interests; (c) in relation to a partnership, a general or limited partnership interest; (d) in relation to a trust, a beneficial interest in the trust; and (e) in relation to any entity (including those described in (a) through (d) above), any other interest in that entity or its business that allows the holder of that interest (whether directly or indirectly) to direct or control the direction of the management of the entity or its business (including a managing partner interest in a partnership, a manager or managing member interest in a limited liability company, and a trustee of a trust), or to share in the revenue, profits or losses of, or any capital appreciation relating to, the Restaurant, that entity or its business.

1.15 Person. "Person" means any individual or business entity, including a corporation, joint venture, general partnership, limited partnership, limited liability company, or trust.

1.16 Principal. "Principal" means the individual who shall, at all times during the term of this Agreement: (a) own (directly or indirectly) more than fifty percent (50%) of the Ownership Interests in Licensee; (b) have the authority under Licensee's Organizational Documents (defined below) to authorize a merger, liquidation, dissolution or transfer of substantially all of the assets

of Licensee and otherwise to direct and control Licensee's management and policies without the vote or consent of any other Person; and (c) devote sufficient time and attention to the promotion and operation of the Restaurant.

1.17 Proprietary Marks. "Proprietary Marks" means the distinctive and characteristic trade names, trademarks, service marks, emblems and trade dress that Sonic designates in the Sonic Operations Manual or otherwise in writing or through usage from time to time and periodically prescribes for use with Sonic Restaurants, as well as other elements of trade dress that Sonic periodically designates for use in the Sonic System, such as signs, menu housings, designs and design elements (including angled parking stalls equipped with menu housings, speakers, and tray supports), color schemes, exterior style, canopies, interior furnishings, and equipment layout.

1.18 Restaurant. "Restaurant" means the Sonic Restaurant licensed by this Agreement that Licensee will operate pursuant to this Agreement.

1.19 Sonic System. "Sonic System" means the Sonic Restaurant franchise system, as Sonic may periodically modify it, which now includes, among other things, the following elements, all or some of which may be deleted, changed, improved, or further developed by Sonic from time to time: (a) Proprietary Marks; (b) proprietary and Confidential Information, including information in the Sonic Operations Manual; (c) methods and procedures for the preparation of food and beverage products; (d) confidential recipes for food and beverage products; (e) distinctive service accessories, including uniforms, menus, packages, containers, and additional paper or plastic items; (f) plans and specifications for distinctive standardized premises, including exterior style, color scheme, designs, layouts, interior furnishings and signage (whether copyrighted or not); (g) methods, techniques, formats, systems, specifications, procedures, information, trade secrets, and sales and marketing programs; (h) methods of business operations and management; (i) marketing techniques and materials; (j) knowledge and experience regarding the operation and franchising of Sonic Restaurants; and (k) payment methods, including the pay-at-your-stall payment system ("PAYS").

2. LICENSE GRANT AND BUSINESS ENTITY LICENSEE.

2.01 Grant of License. Sonic grants to Licensee the right, license, and privilege, and Licensee assumes the obligation, to adopt and use the Sonic System to develop and operate a Sonic Restaurant at the Site (defined below) during the Term (defined below).

2.02 Business Entity Licensee. If Licensee is a corporation, partnership, limited liability company or other business entity, Licensee shall comply with the following provisions:

(a) Restaurant Ownership and Operation. Only Licensee is authorized to operate the Restaurant, and Licensee agrees that Licensee shall be the tenant under any lease for the Restaurant and shall own or lease all operating assets of the Restaurant. The Restaurant and, if applicable, other Sonic Restaurants will be the only businesses that Licensee operates.

(b) Organizational Documents. Licensee's certificate of incorporation and bylaws, partnership agreement and certificate of limited partnership, articles of organization and operating agreement, or similar governing documents (collectively,

"Organizational Documents"), as applicable, shall provide that this Agreement restricts the issuance and transfer of any Ownership Interests in Licensee, and all certificates and other documents representing Ownership Interests in Licensee will bear a legend referring to this Agreement's restrictions.

(c) Statement of Legal Composition. Licensee represents and warrants that Exhibit A to this Agreement completely and accurately describes all of Licensee's Owners and their direct and indirect Ownership Interests in Licensee as of the date of this Agreement. Subject to Sonic's rights and Licensee's obligations under Section 14, Licensee and its Owners agree to sign and deliver to Sonic revised Exhibits A to reflect any changes in the information that Exhibit A now contains.

(d) Principal. An individual whom Sonic approves (the "Principal") must at all times during the Term: (a) own (directly or indirectly) more than fifty percent (50%) of the Ownership Interests in Licensee; (b) have the authority under Licensee's Organizational Documents to authorize a merger, liquidation, dissolution or transfer of substantially all of the assets of Licensee and otherwise to direct and control Licensee's management and policies without the vote or consent of any other Person; and (c) devote sufficient time and attention to the promotion and operation of the Restaurant. The Principal as of the date of this Agreement is listed on Exhibit A.

(e) Guarantees. The Principal and each other Owner (if any) who owns (directly or indirectly) ten percent (10%) or more of the Ownership Interests in Licensee at any time during the Term must sign an agreement in the form Sonic designates undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between Sonic (or its Affiliate) and Licensee, the current version of which is Exhibit B to this Agreement.

3. SITE, LEASE, AND RESTAURANT DEVELOPMENT.

3.01 Site Selection.

(a) Licensee may operate the Restaurant only at the following site: _____ (the "Site"). Licensee may not use the Site or any part of the Restaurant premises for any purpose other than the operation of a Sonic Restaurant during the Term.

(b) If the Site is not determined on the date of this Agreement, then Licensee shall at its expense locate a site for the Restaurant that Sonic accepts within ninety (90) days after the date of this Agreement. Promptly after signing this Agreement, Licensee must deliver to Sonic for its review a complete site report and related information for a suitable site for a Sonic Restaurant. Sonic will either accept or reject that proposed site based on Sonic's then current site selection policies and procedures.

(c) Despite any assistance, information or recommendations that Sonic provided or provides with respect to the Site, Sonic has made and will make no representations or warranties of any kind, express or implied, of the suitability of the Site for a Sonic Restaurant or any other purpose. Sonic's recommendation or acceptance

indicates only that Sonic believes that the Site meets or has the potential to meet, or that Sonic has waived, its general criteria of Site acceptability as of the date of this Agreement. Applying criteria that have appeared effective for other sites might not accurately reflect the potential for all sites, and, after Sonic recommends or accepts a Site, demographic and/or other factors included in or excluded from its site criteria could change, thereby altering a site's potential. The uncertainty and instability of these criteria are beyond Sonic's control, Sonic is not responsible if the Site fails to meet its or Licensee's expectations. Licensee's acceptance of the rights under this Agreement is based on its own independent investigation of the Site's suitability.

3.02 Lease. Unless Licensee owns the Site, it is Licensee's sole responsibility to evaluate, negotiate and enter into the lease for the Site. Licensee must obtain Sonic's prior written acceptance of the terms of any lease or sublease for the Site (the "Lease") before Licensee signs it. The Lease must contain the terms and provisions that are reasonably acceptable to Sonic, including provisions that Sonic specifies to protect its rights as franchisor. Licensee acknowledges that Sonic's acceptance of the Lease is not a guarantee or warranty, express or implied, of the success or profitability of a Sonic Restaurant operated at the Site. Sonic's acceptance of the Lease indicates only that Sonic believes that the Lease's terms meet, or that Sonic has waived, its then acceptable criteria. Licensee must give Sonic a copy of the fully-signed Lease within ten (10) days after Licensee and the landlord have signed it. Licensee must sign a Lease that Sonic has accepted within sixty (60) days after the date upon which Sonic accepts the Site (or the date of this Agreement if the Site is determined on that date).

3.03 Restaurant Development. Sonic shall provide Licensee with Sonic's standard construction plans and specifications for a free-standing Sonic Restaurant, including mandatory and recommended standards and specifications for the building, equipment layout and signs ("Sonic Plans and Specifications").

(a) Licensee shall construct or renovate the Restaurant in accordance with the Sonic Plans and Specifications and the site plan approved by Sonic subject, however, to any alterations thereto that may be required by any applicable law, regulation, or ordinance. If alterations of any kind are required to be made to the site plan, as approved by Sonic, or to the Sonic Plans and Specifications or layouts for any reason, such alterations must be approved by Sonic in writing before any work is begun on the Restaurant. Licensee must bear all costs associated with any modifications to Sonic's standard plans, whether required by local zoning or building laws or otherwise, which are subject to Sonic's approval. Licensee shall submit the final site layout and construction plans for the Restaurant to Sonic for its written approval. Licensee shall bear any costs, including engineering and architectural fees, incurred in obtaining approvals by the appropriate governmental authorities of the construction plans, specifications, and layouts. Prior to opening, Licensee shall submit to Sonic, at no cost to Sonic, a record set of drawings showing all approved changes to the plans and specifications.

(b) Sonic shall have the right to inspect and approve all plans and specifications prior to the commencement of any work. Licensee shall submit the final plans and specifications for the Restaurant to Sonic for its written approval. Nothing in this section shall be construed as an endorsement or guarantee of the conformity of such plans to applicable local, state, or federal building or safety codes, or a guarantee that construction

will be done in conformity with such approved plans. In any event, Licensee shall obtain written approval of such plans or written notice of Sonic's waiver of the rights reserved hereunder prior to the commencement of construction.

(c) Licensee shall not deviate from the approved plans and specifications in any manner in the construction or remodeling of the Restaurant without the prior written approval of Sonic. If at any time Sonic determines (prior to opening date) that Licensee has not constructed or remodeled the Restaurant in accordance with the plans and specifications approved by Sonic, Sonic shall, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and opening of the Restaurant, and Licensee hereby consents to any such injunction.

3.04 Equipment and Sign.

(a) Licensee shall install in and about the Restaurant such equipment, fixtures, furnishings, and other personal property, and shall upgrade or purchase additional equipment, fixtures, furnishings, and other personal property, as are required and which strictly conform to the appearance, uniform standards, and specifications of Sonic existing from time to time, which shall be communicated to Licensee in the Sonic Operations Manual or otherwise in writing. Licensee shall not install or use in the operation of the Restaurant any equipment, fixtures, furnishings or other personal property that Sonic does not approve, except that Licensee may, without Sonic's prior written consent, install security-related equipment that does not interfere with the operation or trade dress of the Restaurant.

(b) In order to provide maximum exposure of the Sonic name and marks, Licensee shall prominently display and maintain at Licensee's own expense one Sonic Restaurant sign (the "Sign") which complies with the specifications required by Sonic from time to time and in such location as Sonic may approve. Licensee shall not display any other sign or advertising at the Restaurant without Sonic's prior written approval.

(c) Licensee may lease the required Sign only from a source approved by Sonic. Licensee agrees to require in any lease agreement with suppliers a clause giving Sonic the right to remove the Sign from the Restaurant upon termination of this Agreement.

3.05 Opening of Restaurant. Licensee must open the Restaurant for business on or before the earlier of (i) the required opening date under any applicable development agreement or (ii) the date which is one (1) year after the date upon which Sonic accepts the Site (or the date of this Agreement if the Site is determined on that date). Licensee agrees not to open the Restaurant until: (a) Licensee has properly developed and equipped the Restaurant according to Sonic's standards and specifications and in compliance with all applicable laws and regulations and has prepared the Restaurant for opening according to Sonic's standards; (b) all pre-opening training for the Restaurant's personnel has been completed to Sonic's satisfaction; (c) all amounts Licensee then owes to Sonic and its Affiliates have been paid; and (d) Sonic has provided its written authorization to open. Sonic's determination that Licensee has met all of Sonic's pre-opening requirements will not constitute a waiver of Licensee's non-compliance or of Sonic's right to demand full compliance with those requirements. Within one hundred twenty (120) days after the

Restaurant first opens for business, Licensee shall provide Sonic a report, in the format and containing the information that Sonic reasonably specifies, identifying the amounts that Licensee spent in various categories relating to the development and opening of the Restaurant.

3.06 Casualty. If the Restaurant suffers some physical casualty, Licensee agrees promptly to restore the Restaurant to the minimum acceptable quality and appearance that existed just prior to the casualty, unless the Restaurant was below minimum acceptable standards for Sonic Restaurants at the time of casualty in which event the Restaurant will be restored to a condition which meets Sonic's then acceptable standard. However, Licensee agrees to make all reasonable effort to have the restored Restaurant reflect the then-current image, design, and specifications of Sonic Restaurants. If the Restaurant is substantially destroyed by fire or other casualty, Licensee may, but only with the written consent of Sonic, elect to terminate this Agreement in lieu of Licensee reconstructing the Restaurant.

3.07 Relocation. If the Lease expires or is terminated without Licensee's fault, or if the Restaurant is destroyed, condemned, or otherwise rendered unusable, Licensee may relocate the Restaurant to a new site within the Protected Area that is acceptable to Sonic. Relocation will be at Licensee's sole expense, and Licensee must comply with this Agreement's provisions relating to the development and opening of the Restaurant at the new site and de-identification of the old site. Upon such relocation, the Protected Area shall be shifted based on the new site according to Section 4.01, except for (a) the contractually-granted protected radius of any Sonic Restaurant in existence prior to the relocation and (b) the protected area of any developer under a development agreement with Sonic in existence prior to the relocation.

4. PROTECTED AREA.

4.01 Protected Area. Except as otherwise provided in Section 4.02, Sonic shall not own or operate a Sonic Restaurant, and shall not license any other Person to own or operate a Sonic Restaurant (other than a Sonic Restaurant licensed prior to the date of this Agreement), within the "Protected Area," which is defined as the area determined as of the date of this Agreement by the following provisions

(a) an area defined by a radius extending one and one-half miles from the front door of the Restaurant if located within a city, town, or MSA having a population of 75,000 or more;

(b) an area defined by a radius extending two (2) miles from the front door of the Restaurant if located within a city, town, or MSA having a population of less than 75,000 but more than 25,000;

(c) an area defined by a radius extending three (3) miles from the front door of the Restaurant if located within a city, town, or MSA having a population of 25,000 or less; or

(d) an area defined by a radius extending three (3) miles from the front door of the Restaurant if located outside a city, town, or MSA.

Sonic shall determine the population of an MSA from time to time after the date of this Agreement according to the latest published federal census (or other data selected by Sonic) and may reduce the Protected Area accordingly upon notice to Licensee. If more than one subpart of this Section 4.01 applies, then only the subpart with the smallest area shall apply.

4.02 Exclusions from Protected Area. Notwithstanding the provisions in Section 4.01, the Protected Area shall not extend into:

(a) the contractually-granted protected radius of any Sonic Restaurant in existence as of the date of this Agreement ("Previously Protected Radius");

(b) the protected area of any developer under a development agreement with Sonic in existence as of the date of this Agreement ("Previously Protected Development Area");

(c) any Non-Drive-In Location or Non-Traditional Location that is otherwise located within the Protected Area.

Consequently, notwithstanding Section 4.01, any Previously Protected Radius, Previously Protected Development Area, Non-Drive-In Location and Non-Traditional Location is excluded from the Protected Area, and Sonic may own or operate a Sonic Restaurant, and may license any other Person to own or operate a Sonic Restaurant, within any Previously Protected Radius, Previously Protected Development Area, Non-Drive-In Location or Non-Traditional Location, whether they would otherwise be located within or outside the boundaries of the Protected Area.

4.03 Rights Reserved to Sonic. Except as expressly limited by this Agreement, Sonic retains all rights with respect to the Sonic System, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities Sonic deems appropriate whenever and wherever it desires. Specifically, but without limitation, Sonic reserves the following rights:

(a) the right to establish and operate, and to grant to others the right to establish and operate, similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Protected Area under trademarks or service marks other than the Proprietary Marks and on any terms and conditions Sonic deems appropriate;

(b) the right to provide, offer, and sell, and to grant others the right to provide, offer, and sell, goods and services that are identical or similar to and/or competitive with those provided at the Restaurant, whether identified by the Proprietary Marks or other trademarks or service marks, through dissimilar distribution channels (including the Internet or similar electronic media) both inside and outside the Protected Area and on any terms and conditions Sonic deems appropriate;

(c) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Protected Area, under the Proprietary Marks and on any terms and conditions Sonic deems appropriate;

(d) the right to establish and operate, and to grant others the right to establish and operate, Sonic Restaurants anywhere outside the Protected Area under any terms and conditions Sonic deems appropriate regardless of the proximity to the Restaurant; and

(e) the right to be acquired (whether through acquisition of assets, Ownership Interests, or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at the Restaurant, or by another business, even if such business operates, franchises, and/or licenses competitive businesses in the Protected Area.

5. TERM AND RENEWAL.

5.01 Initial Term. Unless sooner terminated as hereafter provided, the term of this Agreement, including the License, shall begin on the date of this Agreement and end on the date which is twenty (20) years after the date upon which the Restaurant first opens for business (the "Term").

5.02 Renewal Option. At the end of the initial term, if Licensee desires, Licensee may renew the License to adopt and use the Sonic System at the Restaurant for an additional ten (10)-year term, provided that Licensee satisfies all of the following conditions prior to the expiration of the initial term:

(a) Licensee gives Sonic written notice of Licensee's election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term;

(b) neither Licensee nor any of its Affiliates is, when notice is given and continuing until the renewal license agreement is signed pursuant to subsection (d) below, in default of any provision of this Agreement or any other agreement between Licensee (or its Affiliate) and Sonic (or its Affiliate), including any other license agreement for a Sonic Restaurant, and Licensee and its Affiliates have substantially complied with the terms and conditions of this Agreement and all other such agreements during their respective terms;

(c) all monetary obligations that Licensee owes to Sonic or its Affiliates from any source whatsoever (whether under this Agreement or otherwise) have been satisfied prior to renewal;

(d) Licensee signs Sonic's then current form of license agreement and related documents (modified to reflect that the agreement relates to the grant of a renewal license), the terms of which may differ materially from those in this Agreement, including different royalty fees, advertising and brand fees and other fees and a modification to the Protected Area and/or Licensee's rights in any new protected area, except that the license agreement shall provide for a term of 10 years and, in lieu of an initial license fee, Licensee shall pay Sonic a renewal fee equal to twenty percent (20%) of Sonic's then current initial license fee;

(e) Licensee performs such remodeling, repairs, replacements, and redecorations as Sonic may reasonably require to cause the Restaurant and the Site (including the parking lot, stalls and all Restaurant furniture, fixtures and equipment) to

conform to the plans and specifications then being used for new or remodeled Sonic Restaurants on the renewal date;

(f) Licensee executes a general release, in a form satisfactory to Sonic, of any and all claims Licensee may have against Sonic and its Affiliates and its and their respective owners, officers, directors, employees, representatives, agents, successors and assigns; and

(g) Licensee's personnel whom Sonic designates attend and satisfactorily complete such retraining programs as Sonic may require.

6. TRAINING, GUIDANCE AND ASSISTANCE.

6.01 Training.

(a) Licensee acknowledges the importance of the quality of business operations for Sonic Restaurants and agrees that it will not allow the Restaurant to be opened or operated without having at least one individual working full time at the Restaurant who has completed Sonic's then current training program. If the trained individual ceases to work full time at the Restaurant for whatever reason, Licensee shall promptly replace the individual with a person who has completed Sonic's then current training program. Licensee agrees that each individual who participates in the any of Sonic's training programs will, at the request of Sonic, sign a confidentiality agreement in a form prescribed by Sonic agreeing to maintain as confidential certain information learned and received during the program.

(b) Sonic shall provide its initial training program to the Principal and one manager of the Restaurant for no additional fees. Licensee shall pay Sonic its then current fees for any additional parties associated with the Restaurant attending Sonic's initial training program. In addition, Licensee shall pay all wages and all travel, living and other expenses for all of Licensee's personnel while enrolled in any training program.

(c) Upon opening the Restaurant, each of the Restaurant personnel who has shift responsibility or employee oversight responsibility at the Restaurant (collectively, the "Management Personnel") must be certified in ServSafe or in another comparable, nationally-recognized food safety training and certification program approved by Sonic, the cost of which shall be borne by Licensee. Management Personnel subsequently employed by Licensee at the Restaurant shall have one hundred twenty (120) days from the beginning date of such employment to successfully complete such training. Licensee shall pay wages and all travel, living and other expenses for such persons while participating in the training.

(d) Licensee acknowledges the importance of obtaining additional proper training during the development of its (or its Affiliates') first three (3) Sonic Restaurants placed in operation. Therefore, if the Restaurant developed under this Agreement is, at the time it first opens for business, one of the first three Sonic Restaurants that Licensee or its Affiliates then operate, then at Sonic's option, Licensee agrees to participate in, and agrees

to accept and pay the expenses of, Sonic's Franchisee Certified Training Team training program in connection with the opening of the Restaurant.

(e) During the Term, Sonic may require Licensee and/or its personnel, including the Principal, to attend and satisfactorily complete various training courses and programs and evaluation programs, including online training, that Sonic provides periodically at the times and locations Sonic designates, and Licensee will pay the then-current additional training fees. At Sonic's option, Licensee must acquire the equipment, technology, and other products and services that Sonic periodically specifies (and pay all associated fees) in order to participate in the learning management platform or other Sonic Restaurant training system that Sonic periodically designates.

6.02 Providing Sonic Operations Manual. Sonic will provide Licensee access during the term of this Agreement to the Sonic Operations Manual for use in operating the Restaurant. The Sonic Operations Manual might include written or intangible materials and may be made available to Licensee by various means. The Sonic Operations Manual contains mandatory and suggested standards. Sonic may modify the Sonic Operations Manual periodically to reflect changes in standards. Licensee agrees to keep its copy of the Sonic Operations Manual current and communicate all updates to its employees in a timely manner.

6.03 Communication. Sonic agrees to regularly advise and consult with Licensee in connection with the operation of the Restaurant, including advertising materials and new developments, techniques, and improvements in areas of restaurant equipment, management, food preparation, and service which are pertinent to the operation of a Sonic Restaurant.

7. FEES.

7.01 Initial License Fee. Simultaneously with signing this Agreement, Licensee shall pay Sonic an initial license fee in an amount equal to Forty-Five Thousand Dollars ($45,000). This initial license fee is fully earned by Sonic upon payment and is non-refundable.

7.02 Royalty Fees. On or before the tenth (10^{th}) day of each calendar month, Licensee shall pay a royalty fee equal to five percent (5%) of Gross Sales for the calendar month preceding the date of such payment. The payment of royalty fees, as well as the payment of any other obligations incurred under this Agreement, shall be made via automated clearing house (ACH) or other electronic means periodically approved by Sonic.

7.03 Transfer Fee. Licensee shall pay Sonic a transfer fee in the amount of (a) One Thousand Dollars ($1,000) for any transfer pursuant to Section 14.02(a) or Section 14.04, or any transfer to a member of the Immediate Family of the transferor; or (b) Three Thousand Dollars ($3,000) for any other transfer pursuant to Section 14.

7.04 Late Payments. If any payments required by this Agreement are not paid by Licensee on or before the date on which they are due, Licensee shall pay Sonic a late charge in an amount equal to one and three-quarters percent (1.75%) per month or the highest interest rate permitted by law, whichever is less, levied on such amounts due from the date on which such obligations were due until any such obligations are paid in full. If any payments required by this Agreement are not paid by Licensee on or before the date on which they are due three (3) or more

times during any twelve (12)-month period, then in addition to Sonic's other rights and remedies under this Agreement or otherwise, (a) Sonic may require Licensee to submit a statement of Gross Sales in the form prescribed by Sonic and at a frequency prescribed by Sonic, such as weekly; and (b) Sonic may require Licensee to pay obligations incurred under the terms of this Agreement more frequently than once a month, such as weekly. Sonic's acceptance of any partial or late payment does not affect Sonic's right to terminate this Agreement pursuant to the terms of this Agreement. Further, Licensee acknowledges that this Section 7.04 is not an agreement to accept any partial payments or payments after they are due or Sonic's commitment to extend credit to, or otherwise finance the operation of, the Restaurant.

7.05 Taxes.

(a) Licensee shall pay when due all taxes levied or assessed on Licensee and the Restaurant, including unemployment, sales, or gross receipts taxes, and all accounts or other indebtedness of any kind incurred by Licensee in conducting the business of the Restaurant.

(b) In the time and manner prescribed by Sonic, Licensee shall also pay an amount equal to any sales tax or gross receipts tax, but not including any net income tax upon Sonic, imposed on Sonic or its Affiliates with respect to any payments from Licensee to Sonic required under this Agreement, unless the tax is credited against a net income tax otherwise payable by Sonic.

(c) (1) In the event of a dispute with a taxing authority as to (a) Licensee's liability for taxes or (b) Sonic's or its Affiliate's liability for any taxes upon which Licensee is required under this Section 7.05 to make payment to Sonic, Licensee may contest the validity or the amount of the tax or indebtedness in accordance with the law and regulations of the taxing authority. Sonic shall provide Licensee with all information, cooperation, and assistance that Licensee may reasonably request in connection with any dispute as to Licensee's, Sonic's, or Sonic's Affiliate's liability for taxes. Licensee shall not permit a tax sale, seizure, levy, or similar writ or warrant by a creditor to occur against the Restaurant or any of its assets.

(2) In the event a state taxing authority makes a refund to Sonic or its Affiliate of taxes paid for which Sonic previously received payment from Licensee under this Section 7.05, Sonic shall pay to Licensee the amount of the taxes refunded by the state taxing authority to Sonic or its Affiliate which equals the amount Licensee previously paid to Sonic under this Section 7.05.

(d) All notices received by Licensee from a state taxing authority regarding the alleged, potential, or actual tax liability of Sonic or its Affiliates shall be given to Sonic within fifteen (15) calendar days of receipt by Licensee. Sonic and Licensee agree to consult in good faith to determine the nature of any action to be taken in connection with the notice or any demands contained therein.

8. OPERATION OF THE RESTAURANT.

8.01 Compliance with Entire System. Licensee acknowledges that every component of the Sonic System is important to Sonic and to the operation of the Restaurant as a Sonic Restaurant, including a designated menu of food and beverage products; uniformity of food specifications, preparation methods, quality, and appearance; and uniformity of facilities and service. Therefore, Licensee agrees at all times during the term of this Agreement to operate the Restaurant in accordance with all aspects of the Sonic System, the Sonic Operations Manual and all of Sonic's other standards and policies, as Sonic may periodically modify them. Without limiting the generality of the foregoing, Licensee agrees at all times during the Term to:

(a) operate the Restaurant in a clean, wholesome manner in compliance with standards of quality, food safety, service, cleanliness, and appearance as prescribed from time to time by governmental authorities or Sonic and comply with all business policies, practices, and procedures periodically imposed by Sonic;

(b) make no alterations, conversions, or additions to the Restaurant's building or parking area without Sonic's prior written consent and maintain the building, parking area, parking stalls and other parts of the Site and Restaurant in a good, clean, wholesome condition and repair, well-lighted, and in compliance with designated standards as may be prescribed from time to time by Sonic

(c) purchase and install, and maintain at the Restaurant, all kitchen and other fixtures, lighting, payment systems, equipment (including office equipment) and signs in accordance with the equipment specifications and layout as periodically designated by Sonic, including by making repairs or replacements required because of damage, wear, and tear or in order to maintain the Restaurant and its assets in good condition and in conformity with Sonic's then current standards;

(d) operate the Restaurant every day of the year (except Easter, Thanksgiving, and Christmas), and at least fifteen (15) hours per day or such other hours, including specific opening and closing times, as may from time to time be reasonably prescribed by Sonic (except when the Restaurant is untenantable as a result of fire or other casualty);

(e) maintain sufficient supplies of food and paper products and other inventory, and employ adequate personnel, so as to operate the Restaurant at its maximum capacity and efficiency;

(f) cause all employees of Licensee, while working in the Restaurant, to wear uniforms of such color, design, and other specifications as Sonic may designate from time to time, present a neat and clean appearance, and render competent and courteous service to Restaurant customers;

(g) serve all menu items that Sonic periodically requires, serve no items which are not set forth in the Sonic Operations Manual or which are not otherwise authorized and approved in writing by Sonic from time to time, and display and offer only the menu that Sonic then approves;

(h) in the dispensing and sale of food products: (i) use only containers, cartons, bags, napkins, and other paper goods and packaging bearing the approved trademarks and which meet the Sonic System specifications and quality standards, (ii) use only those manufacturers and brands which meet the Sonic System specifications and quality standards, which Sonic may designate from time to time, and (iii) employ only those methods of food handling, preparation, and serving which Sonic may designate from time to time,;

(i) make prompt payment to vendors providing any products or services to the Restaurant in accordance with the terms of invoices rendered to Licensee;

(j) comply with all federal, state, and local laws, ordinances, and regulations affecting the operation of the Restaurant, including all laws, ordinances, or regulations relating to terrorist activities;

(k) notify Sonic (in the manner that Sonic periodically specifies) as soon as possible and, in any event, within twelve (12) hours after the occurrence at the Restaurant of any event which could have an adverse impact on the Restaurant, the Sonic System and/or any of the Proprietary Marks, including the death or serious bodily injury of any employee or customer for any reason or the risk of infection by a contagious disease;

(l) accept all of (and only) the debit and credit cards, stored value cards, and any other payment means that Sonic designates or approves;

(m) participate in all system-wide initiatives, including technology initiatives, and all marketing, advertising, promotional, and brand enhancement programs as Sonic may periodically specify;

(n) deal with all parties who have dealings with the Restaurant (including suppliers and customers) in a respectful and responsive manner such that the reputation and goodwill of Sonic, its licensees, and the Sonic Restaurant network are not tarnished in the business community or with consumers; and

(o) comply with all maximum, minimum or other pricing requirements for products and services that the Restaurant offers, including requirements for promotions, special offers and discounts in which some or all Sonic Restaurants participate, in each case to the maximum extent the law allows.

Sonic shall have the right to establish new or to modify existing operating procedures, policies, practices, requirements, standards, specifications and guidelines, which shall be effective upon notice from Sonic unless Sonic specifies otherwise. Such new or modified operating procedures, policies, practices, requirements, standards, specifications and guidelines may require Licensee to incur additional expense. Although Sonic retains the right to establish and periodically modify the Sonic System and its operating procedures, policies, practices, requirements, standards, specifications and guidelines that Licensee has agreed to follow, Licensee retains the responsibility for the day-to-day management and operation of the Restaurant and implementing and maintaining Sonic System at the Restaurant.

8.02 Restaurant Inspections. Sonic shall have the right to inspect the Restaurant at all reasonable times to determine whether Licensee's operation of the Restaurant is in compliance with the Sonic System and Licensee's other obligations under this Agreement. This right to inspect includes the right of Sonic or a third party on Sonic's behalf to conduct food safety audits and operational assessments. If any inspection, including a food safety audit or an operational assessment, reveals any deficiency or unsatisfactory condition with respect to any aspect of the Restaurant's operation, Licensee shall promptly (but in any event within seventy-two (72) hours) correct or repair such deficiency or unsatisfactory condition. The preceding sentence notwithstanding, Licensee shall take immediate action to correct or repair any deficiency or unsatisfactory condition which poses a risk to public health or safety. If Licensee fails to comply with the foregoing obligations to correct and repair, Sonic shall have the right (but no obligation), without being guilty of trespass or tort, to enter the Site and Restaurant to make or cause to be made such corrections or repairs, and Licensee shall reimburse Sonic for the expense thereof, including wages, travel and living expenses and other expenses of Sonic's personnel. The foregoing shall be in addition to any other right or remedies Sonic may have.

8.03 Approved Suppliers and Advertising Agencies. Licensee agrees to purchase only such food, beverages, signs and equipment and other products and services associated with the development or operation of the Restaurant which meet the standards and specifications periodically established by Sonic and, if Sonic requires, only from suppliers that Sonic periodically designates or approves (which may include or be limited to Sonic or its Affiliates). Licensee agrees that its vendors, suppliers and other contracting parties may provide to Sonic information regarding Licensee's purchases, past due amounts and other aspects of their relationships with Licensee. Without limiting the foregoing, Licensee also agrees to retain and utilize exclusively the marketing and advertising services of the Sonic-approved advertising agency of record. In addition, Licensee immediately shall use Licensee's vote or votes in all advertising cooperatives in which Licensee participates to support the use of the then current advertising agency of record for the Sonic Restaurant network.

8.04 Compliance with Sonic Operations Manual. Licensee agrees promptly to adopt, use and comply with the formulas, methods, standards, policies and other provisions contained in the Sonic Operations Manual, now and as they may be modified by Sonic from time to time. Licensee may not at any time, in any manner, directly or indirectly, and whether or not intentionally, copy any part of the Sonic Operations Manual, permit any part of it to be copied, disclose any part of it except to employees or others having a need to know its contents for purposes of operating the Restaurant, or permit its removal from the Restaurant without prior written consent from Sonic. At Sonic's option, Sonic may post the Sonic Operations Manual and other communications on a restricted Intranet or other website to which Licensee will have access. If Sonic does so, Licensee must periodically monitor the site for any updates to the Sonic Operations Manual or other standards, specifications, and procedures. Any passwords or other digital identification necessary to access the Sonic Operations Manual and other information on such a site will be deemed to be part of the Confidential Information.

8.05 Licensee's Employees. Sonic and Licensee agree that any materials, guidance or assistance that Sonic provides with respect to the terms and conditions of employment for Licensee's employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Sonic Operations Manual or otherwise, are solely for Licensee's optional use. Those materials, guidance and assistance do not form part of the

mandatory Sonic System. Licensee will determine to what extent, if any, these materials, guidance or assistance should apply to the Restaurant's employees. Licensee acknowledges that Sonic does not dictate or control labor or employment matters for licensees and their employees and will not be responsible for the safety and security of Restaurant employees or patrons. Licensee is solely responsible for determining the terms and conditions of employment for all Restaurant employees, for all decisions concerning the hiring, firing and discipline of Restaurant employees, and for all other aspects of the Restaurant's labor relations and employment practices.

8.06 Best Efforts. Licensee shall diligently and fully exploit its rights in this Agreement by personally devoting its best efforts to the operation of the Restaurant. Licensee shall avoid any activities which, in Sonic's sole judgment, would be detrimental to or interfere with the business of the Restaurant, the Sonic Restaurant network, or Sonic.

8.07 Remodeling. During the Term, Sonic may require Licensee to undertake extensive remodeling and renovation and substantial modifications to existing buildings necessary for the Restaurant to conform with Sonic's then-existing system image. Sonic may exercise the foregoing right at any time during the Term, but may not require (a) the remodeling of the Restaurant more than once every seven (7) years or (b) the remodeling of a restaurant built within the preceding three (3) years, unless the required remodeling will not exceed fifteen percent (15%) of the original cost of the building, equipment, and land improvements for the Restaurant (as adjusted for increases in the consumer price index after the construction date of the Restaurant). Notwithstanding the foregoing, Sonic shall have the right to require Licensee to modify or replace the primary Sonic sign(s) for the Restaurant at any time during the term of this Agreement.

8.08 Use of Internet. Licensee may not develop, maintain or authorize any website, other online presence or other electronic medium (such as mobile applications, kiosks and other interactive properties or technology-based programs) that mentions or describes Licensee (or its organization), the Restaurant or its products or services, or that displays any of the Proprietary Marks, except as Sonic may periodically authorize. Licensee may not conduct commerce or directly or indirectly offer or sell any products or services using any website, another electronic means or medium, or otherwise over the Internet or using any other technology-based program without Sonic's approval.

9. PROPRIETARY MARKS.

9.01 Use of Proprietary Marks. Licensee shall use only the Proprietary Marks periodically designated by Sonic in connection with the operation of the Restaurant and shall use them only in the manner periodically authorized and permitted by Sonic. Licensee shall use the Proprietary Marks only for the operation of the Restaurant and not in any other business or capacity. During the term of this Agreement, Licensee shall identify itself as the independent owner of the Restaurant in conjunction with any use of the Proprietary Marks in the manner that Sonic periodically specifies. Licensee's rights to use the Proprietary Marks are limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Sonic's rights. Licensee shall not use the Proprietary Marks (a) to incur any obligation or indebtedness on behalf of Sonic, (b) as part of its corporate or other legal name, or (c) in any other manner that Sonic has not authorized. Licensee shall comply with Sonic's instructions in filing and maintaining the requisite trade name or fictitious name registrations and

shall execute any documents deemed necessary by Sonic or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

9.02 Ownership of Proprietary Marks. Licensee expressly understands and agrees that, as between the parties hereto, Sonic (or its Affiliate) owns the right and interest in and to the Proprietary Marks and the goodwill associated with and symbolized by them, and that the Proprietary Marks are valid and serve to identify the Sonic System and those who are licensed under the Sonic System. Licensee shall not directly or indirectly contest the validity or the ownership of the Proprietary Marks. Licensee's use of the Proprietary Marks pursuant to this Agreement does not give Licensee any ownership interest or other interest in or to the Proprietary Marks, except the nonexclusive license granted herein. Any and all goodwill arising from Licensee's use of the Proprietary Marks shall inure solely and exclusively to Sonic's (or its Affiliate's) benefit, and upon expiration or termination of this Agreement and the License herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Licensee's use of the Sonic System or the Proprietary Marks.

9.03 Substitution of Proprietary Marks. Sonic reserves the right to add Proprietary Marks and substitute different Proprietary Marks for use in identifying the Sonic System and Sonic Restaurants. If Sonic does so, Licensee agrees to comply with Sonic's directions at Licensee's expense within a reasonable time after receiving notice. All provisions of this Agreement relating to the Proprietary Marks apply to any additional and substitute trademarks and service marks and related intellectual property that Sonic periodically authorizes Licensee to use.

9.04 Actions Involving the Proprietary Marks. Licensee agrees to notify Sonic promptly of any actual or apparent infringement of or challenge to Licensee's use of any Proprietary Mark, or of any Person's claim of any rights in any Proprietary Mark, and not to communicate with any person other than Sonic, its licensor, and its and its licensor's attorneys, and Licensee's attorneys, regarding any infringement, challenge or claim. Sonic or its licensor may take the action that Sonic or it deems appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding or other proceeding arising from any infringement, challenge or claim or otherwise concerning any Proprietary Mark. Licensee agrees to sign any documents and take any other reasonable actions that Sonic specifies as necessary or advisable to protect and maintain Sonic's and its licensor's interests in any proceeding or the Proprietary Marks. At its option, Sonic or its licensor may defend and control the defense of any litigation or proceeding relating to any Proprietary Mark.

9.05 Innovations. All ideas, concepts, techniques or materials relating to a Sonic Restaurant (collectively, "Innovations"), whether or not protectable intellectual property and whether created by or for Licensee or its Owners, employees or contractors, must be promptly disclosed to Sonic and will be deemed to be Sonic's sole and exclusive property, part of the Sonic System, and works made-for-hire for Sonic. To the extent any Innovation does not qualify as a work made-for-hire for Sonic, by this paragraph Licensee assigns ownership of that Innovation, and all related rights to that Innovation, to Sonic and agrees to sign (and to cause its Owners, employees and contractors to sign) whatever assignment or other documents Sonic requests to evidence its ownership or to help Sonic or its Affiliate obtain intellectual property rights in the Innovation. Sonic and its Affiliates have no obligation to make any payments to Licensee or any other Person with respect to any Innovations. Licensee may not use any Innovation in operating the Restaurant or otherwise without Sonic's prior approval.

10. CONFIDENTIAL INFORMATION.

10.01 Sonic Confidential Information. Sonic will disclose certain Confidential Information to Licensee in furnishing Licensee the Sonic Plans and Specifications, the training programs, and the Sonic Operations Manual, and in providing guidance and assistance to Licensee during the term of this Agreement. Licensee acknowledges that Confidential Information will be disclosed by Sonic through various means, including orally, in writing, and electronically, such as on a restricted Intranet or other website.

10.02 Licensee's Use of Confidential Information. Licensee acknowledges and agrees that Licensee shall not acquire any interest in the Confidential Information, other than the right to utilize it in the development and operation of the Restaurant during the term of this Agreement, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. Licensee acknowledges and agrees that the Confidential Information is proprietary to Sonic (or its Affiliate), may constitute trade secrets of Sonic (or its Affiliate), and is disclosed to Licensee solely on the condition that Licensee agrees, and Licensee does hereby agree, that Licensee:

(a) shall not use the Confidential Information in any other business or capacity, or for the benefit of any other Person;

(b) shall maintain the absolute confidentiality of the Confidential Information, and shall not disclose or divulge the Confidential Information to any unauthorized Person, during and after the term of the Agreement;

(c) shall not make unauthorized copies of any portion of the Confidential Information disclosed in any form (except in connection with instruction of employees in the operation of the Restaurant); and

(d) shall adopt and implement all procedures prescribed from time to time by Sonic to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to employees of the Restaurant and the use of nondisclosure clauses in agreements with employees and others (including all Owners) who have access to the Confidential Information.

10.03 Exclusions from Confidential Information. Notwithstanding the foregoing, the restrictions on Licensee's disclosure and use of the Confidential Information shall not apply to the following:

(a) information, processes, or techniques which are or become generally known in the food service industry, other than through disclosure (whether deliberate or inadvertent) by Licensee or its agents; and

(b) disclosure of the Confidential Information in judicial or administrative proceedings to the extent that Licensee is legally compelled to disclose such information, provided Licensee shall have used its best efforts, and shall have afforded Sonic the opportunity, to obtain an appropriate protective order or other assurance satisfactory to Sonic of confidential treatment for the information required to be so disclosed.

10.04 No Information to the Public. Licensee acknowledges that one or more of Sonic's Affiliates may make certain information regarding the performance of the Sonic Restaurant network available to the public, including investors and financial analysts, in the normal course of business. Licensee further acknowledges that Licensee's own disclosure of certain information to the public could interfere with the business of Sonic or its Affiliates. Licensee agrees that it will not provide to the public, or to any investor, financial analyst, or person that influences investments, any information that might indicate the performance of the Sonic Restaurant network, or any aspect thereof, including sales information, except that Licensee may provide information to attorneys, accountants, financial planners, and other professionals as required in the course of Licensee's personal business or the operation of the Restaurant.

11. ACCOUNTING AND RECORDS.

11.01 Monthly Reports. On or before the tenth (10^{th}) day of each month, Licensee shall submit to Sonic, in a form and in the manner that Sonic periodically specifies, a complete profit and loss statement and such other financial reports as Sonic shall reasonably require from time to time, for the previous month immediately ended, or for such other time period as may be designated by Sonic.

11.02 Annual Reports. Licensee further agrees to submit, within ninety (90) days following the close of each fiscal year of the Restaurant's operation, a profit and loss statement covering operations during such fiscal year and the balance sheet taken as of the close of such fiscal year, in a form and in the manner that Sonic periodically specifies.

11.03 Record Retention. Licensee shall keep and preserve full and complete records of the Restaurant and its business for at least three (3) years (or such longer period as applicable law may require) in a manner and form satisfactory to Sonic and shall also deliver such additional financial, operating, and other information and reports as Sonic may reasonably request on the forms and in the manner periodically prescribed by Sonic.

11.04 Audit by Sonic. Sonic shall have the right to inspect and audit Licensee's accounts, books, records, and tax returns at all times during and after the term of this Agreement. If such inspection discloses that Gross Sales actually exceeded the amount reported by Licensee, Licensee shall immediately pay Sonic: (a) the additional royalty fee, brand fee, technology fee, advertising expenditures and other amounts due with respect to those additional Gross Sales; (b) interest on all unpaid amounts (from the original due date) at a rate equal to that provided by Section 7.04; and (c) a ten percent (10%) surcharge on all unpaid amounts to cover Sonic's additional administrative costs and expenses. If such inspection discloses that Gross Sales actually exceeded the amount reported by Licensee as Licensee's Gross Sales by an amount equal to three percent (3%) or more, then Licensee shall also bear the cost of such inspection and audit at rates and fees customarily charged by Sonic for such auditing and inspecting services and duties.

11.05 Third-Party Audit. If Sonic has reason to believe that Licensee may not have reported all of its Gross Sales on an accurate and timely basis, then Sonic may require Licensee to have its profit and loss statement and balance sheet certified by an independent public accountant and delivered to Sonic. Licensee shall at its expense cause a Certified Public Accountant to consult with Sonic concerning such statement and balance sheet.

11.06 Licensee's Failure to Timely Deliver Financial Records. If Licensee fails to provide Sonic with complete Gross Sales reports or other financial reports on a timely basis for any period as required by this Agreement, then Licensee shall pay Sonic (or Sonic may debit Licensee's account for) an amount equal to one hundred twenty percent (120%) of the last royalty fees, contributions to the SMF, SBF and BTF (each as defined in Section 12 below), and other amounts that Licensee previously paid Sonic (or Sonic debited). If the amounts that Licensee pays Sonic (or Sonic debits from Licensee's account) are less than the amounts Licensee actually owes Sonic, as calculated once Sonic has determined the Restaurant's actual Gross Sales, Licensee shall pay Sonic (or Sonic will debit Licensee's account for) the balance, plus the amounts due under Section 7.04, on the day Sonic specifies. If the amounts that Licensee pays Sonic (or Sonic debits from Licensee's account) are greater than the amounts Licensee actually owes Sonic, as calculated once Sonic has determined the Restaurant's actual Gross Sales, Sonic will credit the excess (without interest) against the amounts Licensee otherwise owes Sonic during the following period(s).

11.07 Financial Disclosure. Sonic shall have the right to assemble and disseminate to third parties financial and other information regarding Licensee, the Restaurant, and other licensees of Sonic and Sonic Restaurants to the extent required by law or to the extent necessary or appropriate to further the interests of Sonic (or its Affiliates), the Sonic System or the Sonic Restaurant network as a whole.

11.08 Accounting Services. If Licensee is late three (3) or more times during any twelve (12)-month period in paying any fee, fund contribution or other amount owned under this Agreement, Sonic shall have the right to require Licensee to use the accounting services that Sonic specifies (which may be provided by Sonic or its Affiliate) at Licensee's expense for the remaining term of this Agreement. This requirement is in addition to all other rights Sonic may have under the terms of this Agreement and otherwise.

12. ADVERTISING AND BRAND EXPENDITURES AND TECHNOLOGY FUND.

12.01 Advertising Cooperatives. If the Restaurant lies within a DMA for which a Sonic-approved advertising cooperative has been formed, Licensee (a) shall join such advertising cooperative or such other advertising cooperative as Sonic periodically designates; (b) shall abide by, follow, support, and promote the financial accounting requirements that Sonic periodically establishes for advertising cooperatives, including complying with the format of financial reporting Sonic requires, acknowledging Sonic's right to audit the advertising cooperative, cooperating fully with Sonic in the event of any such audit, and using either the cooperative accounting services of Sonic or another Sonic-approved accounting service; (c) shall support the adoption of only those bylaws approved by Sonic for the advertising cooperative; and (d) shall not purchase media outside of the advertising cooperative. Licensee shall (at Sonic's direction) either pay to Sonic directly or contribute to such advertising cooperative an amount that the advertising cooperative requires from time to time. If Licensee pays the advertising cooperative amount directly to Sonic, Licensee will pay such amount together with the SMF contribution, and Sonic will direct the advertising cooperative amounts to the appropriate advertising cooperative. If Licensee pays the advertising cooperative amount directly to the advertising cooperative, such contributions shall occur no less often than each calendar month. Sonic and the advertising cooperative may periodically modify the contribution amount required for the SMF contribution and advertising cooperative amount, but Sonic will not require a total combined SMF and

advertising cooperative contribution amount of more than five percent (5%) of Gross Sales. Notwithstanding the foregoing, the advertising cooperative may vote to require additional contributions in excess of the amounts that Sonic may require pursuant to this Section 12.01, and Sonic may at any time alternatively designate other uses for any portion of such advertising cooperative contribution if Sonic determines, in its sole judgment, that there is less need for advertising and a greater need for another use. If there exists no Sonic-approved advertising cooperative in the DMA in which the Restaurant is located on the date of this Agreement, Licensee shall promptly form an advertising cooperative for the DMA and further comply with the requirements set forth in this Agreement applicable to and related to advertising cooperatives.

12.02 System Marketing Fund. Sonic or its designee shall maintain and administer a marketing fund for the Sonic System titled the System Marketing Fund (the "SMF") in accordance with this Section 12.02.

(a) The SMF shall be administered by Sonic. On or before the tenth (10^{th}) day of each calendar month, Licensee shall pay to the SMF an amount equal to two and three quarters percent (2.75%) of Gross Sales of the Restaurant during the previous calendar month (or such higher amount as Sonic may periodically prescribe), subject to Section 12.01 above.

(b) Sonic shall direct all marketing programs with sole discretion over the creative concepts, materials, and media used in such programs. Licensee acknowledges that Sonic and its designees undertake no obligation in administering the SMF to make expenditures for or which impact Licensee or the Restaurant which are equivalent or proportionate to Licensee's contribution.

(c) The SMF is intended to complement local marketing efforts by promoting the message of the Sonic brand to an expanded audience. The SMF and all earnings thereof shall be used primarily to purchase national broadcast, print, interactive, and other media (such as digital media platforms and dynamic content optimization), sponsorships, and brand enhancement opportunities. The SMF and its earnings shall not inure to the benefit of Sonic, although for the avoidance of doubt this does not prohibit the SMF from paying the actual costs that Sonic and its Affiliates may incur (including actual employment-related costs) in the development or implementation of programs and materials consistent with the SMF's purposes under this Section 12.02 for the benefit of licensees and the Sonic Restaurant network. The SMF is not an asset of Sonic, and an independent certified public accountant designated by Sonic shall review the operation of the SMF annually, and the report shall be made available to Licensee upon request. Notwithstanding the foregoing, the body approved and designated by Sonic as the body to consult with regarding Sonic's maintenance and administration of the SMF (such as the Franchise Advisory Council Executive Committee or its successor) may designate the independent public accountant to conduct the required review of the operation of the SMF if requested in writing at least thirty (30) but not more than sixty (60) days prior to the end of each fiscal year.

(d) Although Sonic intends the SMF to be of perpetual duration, Sonic maintains the right to terminate the SMF. The SMF shall not be terminated, however, until all monies in the SMF have been expended for marketing and promotional purposes in accordance with this Section 12.02.

(e) On at least a quarterly basis, Sonic shall consult with the body approved and designated by Sonic (such as the Franchise Advisory Council Executive Committee or its successor) regarding Sonic's maintenance and administration of the SMF and shall report to that body on the SMF's operation.

12.03 Sonic Brand Fund. Sonic or its designee shall maintain and administer a fund for the Sonic System titled the Sonic Brand Fund (the "SBF") (formerly known as the Sonic Advertising Fund) in accordance with this Section 12.03.

(a) On or before the tenth (10th) day of each month, Licensee shall pay to the SBF a brand contribution fee in an amount equal to nine-tenths of one percent (0.90%) of the Gross Sales of the Restaurant during the previous calendar month.

(b) Sonic shall direct all brand programs with sole discretion over the concepts, materials, guidelines, and media used in such programs. The SBF is intended to enhance the Sonic System and maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the Sonic Restaurant network, and Licensee acknowledges that Sonic and its designees undertake no obligation in administering the SBF to make expenditures for Licensee which are equivalent or proportionate to Licensee's contribution.

(c) The SBF and all earnings thereof shall be used exclusively to meet any and all costs of maintaining, administering, directing, and preparing advertising and other promotional programs (including the cost of preparing and conducting television, radio, magazine, and newspaper advertising campaigns and other public relations activities; employing advertising agencies to assist therein; and providing promotional brochures and other marketing materials to licensees in the Sonic System) as well as any other purpose that promotes, enhances, or protects the Sonic System, including food safety programs, customer feedback programs, and Sonic games. The SBF shall pay Sonic monthly an amount equal to fifteen percent (15%) of the SBF's receipts during the preceding month, but not to exceed Sonic's actual administrative costs and overhead, if any, as Sonic may incur in activities reasonably related to the administration or direction of the SBF for the licensees and the Sonic Restaurant network, including conducting market research, preparing marketing, advertising, and other materials, and collecting and accounting for assessments for the SBF. The SBF and its earnings shall not inure to the benefit of Sonic.

(d) The SBF is not an asset of Sonic, and an independent certified public accountant designated by Sonic shall review the operation of the SBF annually, and the report shall be made available to Licensee upon request. Notwithstanding the foregoing, the body approved and designated by Sonic as the body to consult with regarding Sonic's maintenance and administration of the SBF (such as the Franchise Advisory Council Executive Committee or its successor) may designate the independent public accountant to conduct the required review of the operation of the SBF if requested in writing at least thirty (30) but not more than sixty (60) days prior to the end of each fiscal year.

(e) Although Sonic intends the SBF to be of perpetual duration, Sonic maintains the right to terminate the SBF. The SBF shall not be terminated, however, until all monies in the SBF have been expended in accordance with this Section 12.03.

(f) On at least a quarterly basis, Sonic shall consult with the body approved and designated by Sonic (such as the Franchise Advisory Council Executive Committee or its successor) regarding Sonic's maintenance and administration of the SBF and shall report to that body on the SBF's operation.

12.04 Licensee's Advertising and Marketing. All advertising by Licensee in any medium which utilizes the Proprietary Marks or refers in any way to the Restaurant shall be conducted in a dignified manner and shall conform to such standards and requirements as Sonic may specify from time to time in writing. Licensee shall submit to Sonic, for Sonic's prior approval, samples of all advertising and promotional plans and materials that Licensee desires to use that use the Proprietary Marks or refer to the Restaurant and that have not been prepared or previously approved by Sonic. If Sonic does not provide Licensee written approval within thirty (30) days after the date Sonic receives such materials, they are deemed disapproved. Upon notice from Sonic, Licensee shall discontinue and/or remove any objectionable advertising or promotional materials, whether or not they were previously approved by Sonic. If said materials are not discontinued and/or removed within five (5) days after notice, Sonic or its authorized agents, may, at any time, enter upon Licensee's premises, or elsewhere, and remove any objectionable signs or other advertising or promotional materials and may keep or destroy such signs or other media without paying therefore, and without being guilty of trespass or other tort.

Coupons created or developed by or for Licensee for use in promoting the Restaurant are subject to the provisions of this Section 12.04. Additionally, such coupons shall conspicuously state the location(s) where the coupons will be accepted and an expiration date. Licensee shall use its best efforts to ensure that coupons created or developed for the Restaurant or its market are not distributed outside the area of the Restaurant or its market.

12.05 Plans and Materials from Sonic. Sonic may offer from time to time to provide, upon terms that Sonic determines, approved local advertising and promotional plans and materials, including newspaper display space and distributed promotional materials.

12.06 Publicity. Sonic shall have the right to photograph the Restaurant's exterior and/or interior, and the various foods served, and to use any such photographs in any of its publicity or advertising, and Licensee shall cooperate in securing such photographs and consent of Persons pictured.

12.07 Brand Technology Fund. Sonic or its designee shall maintain and administer a fund for the Sonic System titled the Brand Technology Fund (the "BTF") in accordance with this Section 12.07.

(a) Licensee shall pay to the BTF a technology fee in accordance with this Section 12.07(a).

(i) For Gross Sales incurred beginning on March 1, 2016, and thereafter during the continuance of this Agreement, but subject to Subsection (ii) below, Licensee shall pay to the BTF, on or before the tenth (10th) day of each calendar month, a technology fee in an amount equal to one-quarter of one percent (0.25%) of the Gross Sales during the previous calendar month, provided that, if the Restaurant was in operation for the full calendar year 2020, the monthly technology

fee paid from the April 2021 payment through the March 2026 payment shall instead be an amount equal to one-quarter of one percent (0.25%) of the Gross Sales for calendar year 2020 divided by twelve (12).

(ii) The technology fee will continue for Gross Sales incurred on or after March 1, 2026, only upon (i) the approval of a majority of the Franchise Advisory Council (or its successor) and (ii) the approval of sixty-seven percent (67%) of the licensees of the Sonic Restaurants in the network (with one vote per Sonic Restaurant).

(b) The BTF and all earnings thereof will be used exclusively to meet any and all costs of designing, developing, implementing, maintaining, administering and supporting products, services and programs related to technology and information systems for the Sonic System as well as any other purpose that enhances or protects the technology and information systems of any portion of the Sonic System. The BTF shall pay Sonic monthly an amount equal to fifteen percent (15%) of the BTF's receipts during the preceding month, but not to exceed Sonic's actual administrative costs and overhead, if any, as Sonic may incur in activities reasonably related to the administration or direction of the BTF for the licensees and the Sonic Restaurant network. The BTF and its earnings shall not inure to the benefit of Sonic, and obligations of the BTF shall not be obligations of Sonic.

(c) The BTF is not an asset of Sonic, and an independent certified public accountant designated by Sonic shall review the operation of the BTF annually, and the report shall be made available to Licensee upon request. Notwithstanding the foregoing, the body approved and designated by Sonic as the body to consult with regarding Sonic's maintenance and administration of the BTF (such as the Franchise Advisory Council Executive Committee or its successor) may designate the independent public accountant to conduct the required review of the operation of the BTF if requested in writing at least thirty (30) but not more than sixty (60) days prior to the end of each fiscal year

(d) Licensee acknowledges that Sonic and its designees undertake no obligation in administering the BTF to make expenditures for Licensee which are equivalent or proportionate to Licensee's contribution to the BTF.

(e) Although Sonic intends the BTF to be of perpetual duration, Sonic maintains the right to terminate the BTF. The BTF shall not be terminated, however, until all monies in the BTF have been expended in accordance with this Section 12.07.

(f) On at least a quarterly basis, Sonic shall consult with the body approved and designated by Sonic and the Franchise Advisory Council Executive Committee (or its successor) regarding Sonic's maintenance and administration of the BTF and shall report to that body on the BTF's operation.

13. INSURANCE.

13.01 Insurance Amounts. Prior to opening or taking possession of the Restaurant, Licensee shall acquire and thereafter maintain, from insurance companies acceptable to Sonic, the

forms of insurance with the coverages and amounts that Sonic periodically specifies. Sonic shall have the right to require Licensee to increase the insurance coverage amounts or obtain additional insurance by giving Licensee sixty (60) days' written notice, and Licensee shall comply no later than the first policy renewal date after that sixty (60)-day period.

13.02 Sonic as Additional Insured. Licensee shall name Sonic its Affiliates as additional insureds and loss payees under the insurance policies that Sonic periodically specifies. Licensee's policies shall constitute primary policies of insurance with regard to other insurance, shall contain a waiver of subrogation provision in favor of Sonic and its Affiliates as it relates to the operation of the Restaurant, and shall provide for at least thirty (30) days' written notice to Sonic prior to their cancellation or amendment.

13.03 General Conditions. Prior to opening or taking possession of the Restaurant and within ten (10) days after any request by Sonic, Licensee shall furnish Sonic with certificates of insurance evidencing that Licensee has obtained the insurance required under this Section 13. In addition, Licensee shall deliver evidence of the continuation of the required insurance policies at least thirty (30) days prior to the expiration dates of each existing insurance policy. If Licensee at any time fails to acquire and maintain the required insurance coverage, Sonic shall have the right (but no obligation), at Licensee's expense, to acquire and administer the required minimum insurance coverage on behalf of Licensee. However, Sonic shall not have any obligation to assume the premium expense, and nothing in this Agreement shall constitute a guaranty by Sonic against any losses sustained by Licensee. Sonic may relieve itself of all duties with respect to the administration of any required insurance policies by giving ten (10) days' written notice to Licensee.

14. TRANSFER OF INTEREST.

14.01 Transfer Defined. The rights and duties created by this Agreement are personal to Licensee (or its Owners), and Sonic has granted the License and rights under this Agreement to Licensee in reliance on the collective character, skill, aptitude, and business and financial capacity of Licensee and its Owners. Accordingly, except as may be otherwise permitted by this Section 14, neither this Agreement (or any rights or obligations under or interest in this Agreement), the Restaurant or all or substantially all of its assets, or any Ownership Interest in Licensee or its Owners, may be transferred without Sonic's prior written approval, which will not be unreasonably withheld if the conditions for transfer contained in this Section 14 are satisfied and the transfer fee pursuant to Section 7.03 is paid. A transfer of the Restaurant's ownership, possession, or control, or substantially all of its assets, may be made only with the concurrent transfer (to the same proposed transferee) of the rights and obligation under this Agreement (subject to the conditions of transfer set forth herein). Any transfer without Sonic's required approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer," whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact Licensee (or its Owners) directly or indirectly:

(a) transfer of record or beneficial ownership of any Ownership Interest or the right to receive all or a portion of Licensee's profits or losses or any capital appreciation relating to Licensee or the Restaurant (whether directly or indirectly);

(b) merger, consolidation or exchange of Ownership Interests, or issuance of additional Ownership Interests or securities representing or potentially representing Ownership Interests, or a redemption of Ownership Interests;

(c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control Licensee's or the Restaurant's operations or affairs or the rights or responsibilities of the Principal;

(d) transfer of a direct or indirect Ownership Interest or other interest in Licensee, this Agreement, or any of the Restaurant's assets in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(e) the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any Ownership Interest or other interest in Licensee, this Agreement, or any of the Restaurant's assets; foreclosure upon or attachment or seizure of the Restaurant or any of its assets or any Ownership Interest; or Licensee's transfer, surrender or loss of the possession, control or management of all or any material portion of the Restaurant (or its operation) or Licensee.

14.02 Conditions for Approval of Transfer.

(a) Sonic will not unreasonably withhold its consent to a transfer of a Non-Controlling Ownership Interest in Licensee or its Owners (determined as of the date on which the proposed transfer will occur) if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet Sonic's then applicable standards for non-controlling owners of Sonic Restaurants, and (if required pursuant to Section 2.02) sign Sonic's then current form of Guaranty and Restriction Agreement.

(b) If the proposed transfer is of this Agreement (or any rights or obligations under or interest in this Agreement), the Restaurant or all or substantially all of its assets, or any Controlling Ownership Interest in Licensee or its Owners, or is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement (or any rights or obligations under or interest in this Agreement), the Restaurant or all or substantially all of its assets, or any Controlling Ownership Interest in Licensee or its Owners, then Sonic will not unreasonably withhold its consent to the transfer if all of the following conditions are satisfied:

(i) Licensee provides Sonic written notice of the proposed transfer and all information Sonic reasonably requests concerning the proposed transferee, its direct and indirect owners (if the proposed transferee is an entity) and the transfer at least forty-five (45) days before the transfer's proposed effective date;

(ii) the transferee and its direct and indirect owners (if the transferee is an entity) have the necessary business experience, aptitude, and financial resources

to operate the Restaurant and otherwise are qualified under Sonic's then current standards for new franchisees,

(iii) all of Licensee's accrued monetary obligations shall have been satisfied (whether due under this Agreement or otherwise), including the payment of the transfer fee under Section 7.03, and Licensee is otherwise in compliance with this Agreement and all other agreements with Sonic;

(iv) the transferee (or its direct or indirect owners) and its management personnel, if they are different from Licensee's management personnel, including any new Principal, satisfactorily complete Sonic's then current initial training program applicable to the individual's position, which at Sonic's option might include both preliminary training before the transfer's closing and additional training after the transfer's closing;

(v) the transferee (if the transfer is of the Restaurant or its assets) or Licensee (if the transfer is of a direct or indirect Controlling Ownership Interest in Licensee) agrees to repair and/or replace the Restaurant's equipment and other operating assets and upgrade the Restaurant and the premises in accordance with Sonic's then current requirements and specifications for new similarly situated Sonic Restaurants within the time period that Sonic reasonably specifies following the effective date of the transfer;

(vi) the transferee (if the transfer is of the Restaurants or its assets) or Licensee (if the transfer is of a direct or indirect Controlling Ownership Interest in Licensee) agrees, at Sonic's option, to (A) be bound by all terms and conditions of this Agreement for the remainder of the term, or (B) sign Sonic's then current form of license agreement and related documents, the terms of which may differ materially from those in this Agreement (including different royalty fees, advertising and brand fees and other fees and a modification to the Protected Area and/or Licensee's rights in any new protected area), except that the term of such license agreement shall be the remaining term of this Agreement;

(vii) Licensee (and its transferring owners) sign a general release, in a form satisfactory to Sonic, of any and all claims against Sonic and its Affiliates and its and their respective owners, officers, directors, employees, representatives, agents, successors and assigns; and

(viii) Sonic has determined that the purchase price and payment terms will not adversely affect the operation of the Restaurant.

(c) Notwithstanding Sections 14.01 and 14.02, neither Licensee nor any Owner that owns (directly or indirectly) a Controlling Ownership Interest in Licensee may offer any Ownership Interests, debt instruments or other securities in a public offering for which a registration statement must be filed with the securities regulatory agency having jurisdiction over the sale of securities.

14.03 Death or Permanent Incapacity. Upon Licensee's or its Owner's death or disability, Licensee's or the Owner's executor, administrator, conservator, guardian or other personal representative (the "Representative") must transfer Licensee's interest in this Agreement and the Restaurant, or such Owner's direct or indirect Ownership Interest in Licensee, to a third party whom Sonic approves. That third party may be Licensee's (or its Owner's) spouse, heirs, or nearest relatives by blood or marriage if they satisfy Sonic's standards and the other provisions of this Section 14. Any transfer pursuant to this Section 14.03 (including transfer by bequest or inheritance) must occur within a reasonable time, not to exceed the longer of one hundred twenty (120) days from the date of death or disability or the completion of probate proceedings, and is subject to all of the terms and conditions in this Section 14. A failure to transfer such interest within this time period is a breach of this Agreement. The term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent Licensee or the Owner from supervising Licensee's or the Restaurant's management and operation for thirty (30) or more consecutive days.

14.04 Assignment to Other Business Entity. Sonic may, upon Licensee's compliance with the following requirements, consent to an assignment of this Agreement and all assets and liabilities associated with the operation of the Restaurant to a corporation or other business entity whose Ownership Interests are wholly owned and Controlled by Licensee. Licensee shall provide Sonic all information and documents that Sonic reasonably specifies pertaining to the proposed transferee and transfer. Licensee (including, if Licensee is a group of individuals, any individual who will not have an Ownership Interest in the transferee), its Owners (if any), and the transferee entity and its direct and indirect owners must sign the form of agreement and related documents (including Guarantee and Restriction Agreements) that Sonic then specifies to reflect the assignment of this Agreement to the transferee entity and a general release, in a form satisfactory to Sonic, of any and all claims against Sonic and its Affiliates and its and their respective owners, officers, directors, employees, representatives, agents, successors and assigns.

14.05 Sonic's Right of First Refusal.

(a) If Licensee or any of its Owners has received and desires to accept any bona fide offer to purchase all or any part of Licensee's rights or obligations under, or interest in, this Agreement or the Restaurant (or all or substantially all of its assets), or a Controlling Ownership Interest in Licensee, then Licensee or such Owner shall notify Sonic in writing of each such offer, with such notice including the name and address of the proposed purchaser (and its direct and indirect owners, if the purchaser is an entity), the amount and terms of the proposed purchase price, a copy of the proposed purchase contract (signed by the parties, but expressly subject to Sonic's right of first refusal), and all other terms and conditions of such offer. Licensee agrees that any bona fide offer shall include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price, that the proposed purchase price must be in a fixed dollar amount and without any contingent payments of purchase price (such as earn-out payments), and that the proposed transaction must relate exclusively to an interest in this Agreement and the Restaurant (and its assets) or the Controlling Ownership Interest in Licensee.

(b) Sonic shall have the right and option, exercisable within thirty (30) days after Sonic's receipt of such written notification and all other information regarding the proposed purchaser and transfer that Sonic reasonably requests, to send written notice to

Licensee that Sonic or its designee intends to purchase the interest which is proposed to be transferred on the same terms and conditions offered by the buyer, provided that (i) Sonic has the right to substitute cash for any consideration offered by the third party; (ii) Sonic's credit will be deemed equal to the credit of any proposed buyer; (iii) the closing will be not less than sixty (60) days after notifying Licensee of its election to purchase or, if later, the closing date proposed in the offer, provided that Sonic may delay the closing until it obtains all necessary licenses and permits to operate the Restaurant and all title insurance policies, landlord estoppels and other real estate documents that Sonic requires; and (iv) Sonic must receive, and Licensee and its Owners agree to make, all customary representations, warranties and indemnities given by the seller of the assets of a business or Ownership Interests in an entity, as applicable, including representations and warranties regarding ownership and condition of, and title to, assets and Ownership Interests, liens and encumbrances on assets, validity of contracts and agreements, and the liabilities, contingent or otherwise, relating to the assets or Ownership Interests being purchased, and indemnities for all actions, events and conditions that existed or occurred in connection with the Restaurant or Licensee's business prior to the closing of Sonic's purchase.

(c) If Sonic does not exercise its right of first refusal, Licensee or its Owners may move forward with the sale to the proposed buyer on the original offer's terms, but only if Sonic approves the transfer and Licensee otherwise complies with the terms and conditions of this Section 14. Any material change in the terms of an offer prior to closing shall cause it to be deemed a new offer, subject to the same right of first refusal by Sonic under this Section 14.05.

(d) The provisions of this Section 14.05 shall not apply to any proposed transfers to Licensee's (or its Owner's) spouse, children (by birth or adoption), or stepchildren.

(e) Sonic may assign its right of first refusal under this Section 14.05 to any Person (who may be Sonic's Affiliate), and that Person will have all of the rights and obligations under this Section 14.05.

14.06 Transfer by Sonic. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to Sonic's interest in it.

15. DEFAULT AND TERMINATION.

15.01 Termination Without Opportunity to Cure. Licensee shall be deemed to be in breach of this Agreement and Sonic may, at its option, terminate this Agreement and all rights granted herein without affording Licensee any opportunity to cure the breach, effective immediately upon Licensee's receipt of a notice of termination, upon the occurrence of any of the following events:

(a) Licensee or its Principal shall become insolvent, make an assignment for the benefit of creditors, or shall give oral or written notice to Sonic of Licensee's intent to file a voluntary petition under any bankruptcy law; a final judgment aggregating in excess of Five Thousand Dollars ($5,000) against the Restaurant or property connected with the Restaurant remains unpaid for thirty (30) days; any suit to foreclose any lien against any

assets of the Restaurant is instituted against Licensee and is not dismissed within thirty (30) days; or the assets of the Restaurant are sold after being levied thereupon by sheriff, marshal, or a constable;

(b) Licensee fails to locate a site that Sonic has accepted within ninety (90) days after the date of this Agreement, or fails to secure possession of the Restaurant in accordance with this Agreement within sixty (60) days after the date upon which Sonic accepts the Site (or the date of this Agreement if the Site is determined on that date);

(c) Licensee or any of its Owners makes an unauthorized transfer in breach of this Agreement;

(d) any assets, property, or interests of Licensee or the Principal are blocked under any law, ordinance, or regulation relating to terrorist activities, or Licensee or the Principal is otherwise in violation of any such law, ordinance, or regulation;

(e) Licensee abandons or fails actively to operate the Restaurant during the required hours of operation for two (2) or more consecutive calendar days, or for three (3) or more calendar days during any month, unless Licensee closes the Restaurant for a purpose Sonic approves or because of fire or other casualty;

(f) Licensee or any Owner is convicted of or pleads no contest to a felony or a crime involving moral turpitude;

(g) Licensee or any Owner is convicted or pleads no contest to any other crime or offense, or engages in any other dishonest, unethical or illegal conduct, which, in Sonic's opinion, is reasonably likely to adversely affect the reputation of the Restaurant, any other Sonic Restaurant, the Proprietary Marks, the goodwill associated therewith, or Sonic's rights therein;

(h) Licensee misuses or makes any unauthorized use of any of the Proprietary Marks or any other identifying characteristic of a Sonic Restaurant or otherwise materially impairs the goodwill associated therewith or Sonic's rights therein;

(i) Licensee or any of its Owners improperly discloses trade secrets or Confidential Information;

(j) in Sonic's judgment, continued operation of the Restaurant might endanger public health or safety;

(k) Licensee denies Sonic the right to inspect the Restaurant in accordance with this Agreement, which includes the right to photograph the interior and exterior of the Restaurant in its entirety;

(l) Licensee knowingly or through gross negligence maintains false books or records or knowingly or through gross negligence submits any false report to Sonic;

(m) Licensee is in default of this Agreement three (3) or more times in any given twelve (12)-month period, whether or not such default is cured; or

(n) any other license agreement or other agreement between Sonic (or any of its Affiliates) and Licensee (or any of its Owners or Affiliates) relating to the operation of the Restaurant or any other Sonic Restaurant, other than a development agreement, is terminated before its term expires, regardless of the reason.

15.02 Termination With Opportunity to Cure. Licensee shall be deemed to be in breach of this Agreement and Sonic may, at its option, terminate this Agreement and all rights granted herein, effective immediately upon Licensee's receipt of a notice of termination, upon the occurrence of any of the following events:

(a) Licensee or any of its Affiliates fail to pay any past due amounts owed to Sonic, whether for the Restaurant or otherwise, and do not cure the failure within ten (10) days after Sonic delivers written notice of that failure to Licensee;

(b) Licensee fails to promptly pay undisputed invoices from Licensee's lessor or any of Licensee's suppliers or vendors, or fails to pay any undisputed taxes when due, and does not correct the failure within ten (10) days after Sonic delivers written notice of that failure to Licensee;

(c) Licensee fails to maintain and operate the Restaurant in a good, clean, and wholesome manner or otherwise is not in compliance with the standards prescribed by the Sonic System, or fails to comply with any other provision of this Agreement, and does not correct the failure within thirty (30) days after Sonic delivers written notice of that failure to Licensee (provided this period to cure will not be available to Licensee, and Sonic will not be required to delay termination of this Agreement, where the failure involved is one which Licensee cannot reasonably cure within the prescribed cure period or is one which is impossible to cure).

15.03 Immediate Closure of Restaurant. Upon the occurrence of any of the events in Section 15.01(g), 15.01(j) or 15.02(c), and without waiving Sonic's other rights and remedies (including the right to terminate the Agreement as set forth herein), Sonic may require Licensee to close the Restaurant immediately unless and until the situation is, in Sonic's judgment, satisfactorily resolved.

16. OBLIGATIONS UPON EXPIRATION OR TERMINATION.

16.01 Effect of Termination or Expiration of this Agreement. Except as otherwise authorized pursuant to the terms of any other license agreement between Sonic and Licensee, Licensee shall comply with the following provisions after the expiration or termination of this Agreement:

(a) Licensee shall pay to Sonic and its Affiliates any and all amounts owed to them within ten (10) days after this Agreement terminates or expires. If this Agreement is terminated for any breach by Licensee, such amounts shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Sonic as a result of the breach, which payment obligation shall give rise to and remain, until paid in full, a lien in favor of Sonic against any and all of the assets of the Restaurant.

(b) The License and all of Licensee's rights hereunder shall terminate. Licensee shall not thereafter use any trade secrets disclosed to Licensee hereunder or other Confidential Information, and shall cease to use and shall return to Sonic all copies of the Sonic Operations Manual and other instructions or materials delivered to Licensee hereunder. Licensee shall also not thereafter use in any manner any paper goods, signs, displays, menu housings or other property on which Sonic's name or Proprietary Marks are imprinted or otherwise use any Proprietary Mark, any colorable imitation of a Proprietary Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Proprietary Mark, or any other indicia of a Sonic Restaurant. Licensee shall not otherwise use or duplicate the Sonic System or any portion thereof nor assist others to do so. Within thirty (30) days after the expiration or termination of this Agreement (unless Sonic directs otherwise in writing), Licensee shall remove from the Restaurant's premises all signs, emblems, and displays identifying it as or associated with a Sonic Restaurant or the Sonic System or which constitute or display any Proprietary Mark or trade dress of Sonic, and shall also remove from the premises all menu housings and PAYS or other Sonic proprietary equipment.

(c) Within thirty (30) days after the expiration or termination of this Agreement (unless Sonic directs otherwise in writing), Licensee shall change the exterior and interior design and the decor of the Restaurant's premises, including by changing the color scheme, and shall make or cause to be made such changes in signs, buildings and structures (excluding major structural changes), as Sonic shall reasonably direct so as to effectively distinguish the same from its former appearance as a Sonic Restaurant and from any other Sonic Restaurant, and if Licensee fails or refuses to comply herewith, then Sonic shall have the right to enter upon the Restaurant's premises without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes required by Sections 16.01(b) or 16.01(c) at the expense of Licensee, which expense Licensee agrees to pay on demand.

(d) Licensee and its Owners shall cease to hold itself or themselves out in any way as a current or former licensee of Sonic or to do anything which would indicate any relationship between Licensee and Sonic.

Licensee shall be solely responsible for the cost of complying with this Section 16.01. Licensee hereby releases Sonic and its agents, servants, and employees from and agrees to indemnify, defend, and hold harmless Sonic and its agents, servants, and employees against any cost, damage, liability, or expense (including attorneys' fees) arising out of or resulting from Licensee granting access to the Restaurant's premises, including any cost, damage, liability, or expense arising out of the removal of any sign, equipment, fixture or other property from the premises or modification of the premises pursuant to this Agreement.

16.02 Sonic's Option to Purchase Proprietary Assets. Upon expiration or termination of this Agreement, and in addition to Sonic's option under Section 16.03, Sonic shall have the right and option, exercisable by delivering written notice to Licensee within thirty (30) days after the effective date of expiration or termination, to purchase from Licensee all of Licensee's right, title and interest in and to all or any patented or proprietary equipment, menu housings, signs, menus, and supplies associated with the Restaurant (including any items bearing any Proprietary Mark) (collectively, the "Proprietary Assets"), free and clear of all liens, claims and encumbrances. The

purchase price for the Proprietary Assets will be their fair market value (but shall not include any value for the goodwill attributable to the Proprietary Marks, Sonic's brand image or Sonic's other intellectual property rights), and if Sonic and Licensee cannot agree to the purchase price within fifteen (15) days after Sonic's delivery of its exercise notice, it shall be determined in accordance with Section 16.03(d) below. The closing of the acquisition under this Section 16.02 shall be within ten (10) days after the purchase price for the Proprietary Assets is determined. Sonic may set off against the purchase price, and reduce the purchase price by, any and all amounts Licensee owes Sonic or its Affiliates and any amounts owes to Licensee's creditors with respect to the Proprietary Assets. Sonic may assign its option under this Section 16.02 to any Person (who may be Sonic's Affiliate), and that Person will have all of the rights and obligations under this Section 16.02.

16.03 Sonic's Option to Purchase Restaurant Assets.

(a) Upon expiration or termination of this Agreement, Sonic has the option, exercisable by giving Licensee written notice within thirty (30) days after the date of termination or expiration (the "Exercise Notice"), to purchase the furniture, fixtures, equipment and other assets used in the operation of the Restaurant that Sonic designates (the "Restaurant Assets"). Sonic has the unrestricted right to exclude any assets it specifies relating to the Restaurant from the Restaurant Assets and not acquire them. Licensee agrees to provide Sonic the financial statements and other information Sonic reasonably requires, and to allow Sonic to inspect the Restaurant and its assets, to determine whether to exercise Sonic's option under this Section 16.03. If Licensee or one of its Affiliates owns the Restaurant's premises, Sonic may elect to include a fee simple interest in the premises as part of the Restaurant Assets or, at Sonic's option, lease the premises from Licensee or that Affiliate for an initial five (5)-year term with three (3) renewal terms of five (5) years (at Sonic's option) on commercially reasonable terms. Licensee (and its Owners) agree to cause Licensee's Affiliate to comply with these requirements. If Licensee leases the Restaurant's premises from an unaffiliated lessor, Licensee agrees (at Sonic's option) to assign the lease to Sonic or to enter into a sublease for the remainder of the lease term on the same terms (including renewal options) as the lease.

(b) While Sonic is deciding whether to exercise its option under this Section 16.03, and, if Sonic does exercise that option, during the period beginning with its delivery of the Exercise Notice and continuing through the closing of the purchase, then at Sonic's option and at Sonic's direction, Licensee must continue to operate the Restaurant according to this Agreement and all aspects of the Sonic System. However, Sonic may, at any time during that period, enter the Restaurant's premises and assume the management of the Restaurant itself or appoint a third party (who may be Sonic's Affiliate) to manage the Restaurant. All funds from the operation of the Restaurant while Sonic or its appointee assumes the Restaurant's management will be kept in a separate account, and all of the expenses of the Restaurant will be charged to that account. Sonic or its appointee may charge Licensee (in addition to the amounts due under this Agreement) a management fee equal to three percent (3%) of the Restaurant's Gross Sales during the period of management, plus any direct costs and expenses associated with the management. Sonic or its appointee has a duty to utilize only reasonable efforts and will not be liable to Licensee for any debts, losses or obligations the Restaurant incurs, or to any of Licensee's creditors for any products or services the Restaurant purchases, while managing it.

Licensee shall not take any action or fail to take any action that would interfere with Sonic's or its appointee's exclusive right to manage the Restaurant.

(c) The purchase price for the Restaurant Assets (the "Purchase Price") will be their fair market value for use in the operation of a restaurant at a location other than the Restaurant's premises, but not a Sonic Restaurant as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Proprietary Marks, Sonic's brand image, any Confidential Information or Sonic's other intellectual property rights, or participation in the network of Sonic Restaurants.

(d) If Sonic and Licensee cannot agree on the Purchase Price for the Restaurant Assets, it will be determined by three (3) independent appraisers, each of whom in doing so will be bound by the criteria specified in Subsection (c). Sonic will appoint one appraiser, Licensee will appoint one appraiser, and these two appraisers will appoint the third appraiser. Licensee and Sonic agree to appoint their respective appraisers within fifteen (15) days after Sonic delivers the Exercise Notice (if Licensee and Sonic have not agreed on the Purchase Price before then), and the two appraisers so chosen must appoint the third appraiser within ten (10) days after the last of them is appointed. If either Sonic or Licensee does not appoint their respective appraiser by that deadline, then the other party's appointed appraiser shall be the sole appraiser to determine the Purchase Price under this Subsection (d). Sonic and Licensee each will bear the costs of its own appointed appraiser and share equally the fees and expenses of the third appraiser. Within thirty (30) days after Sonic delivers the Exercise Notice, each party shall submit its respective calculation of the Purchase Price to the appraisers in such detail as the appraisers request and according to the criteria specified in Subsection (c). Within ten (10) days after receiving both calculations, the appraisers shall determine, by a majority vote, and notify Licensee and Sonic which of the calculations is the most correct. The appraisers must choose either Licensee's or Sonic's calculation and may not develop their own fair market value calculation. The appraisers' choice shall be the Purchase Price.

(e) Sonic will pay the Purchase Price at the closing, which will take place within sixty (60) days after the Purchase Price is determined, provided that Sonic may delay the closing until it obtains all necessary licenses and permits to operate the Restaurant and all title insurance policies, landlord estoppels and other real estate documents that Sonic requires. Sonic may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts Licensee owes Sonic or its Affiliates and any amounts owed to Licensee's creditors relating to the Restaurant. Sonic is entitled to all customary representations, warranties and indemnities in its asset purchase, including representations and warranties as to ownership and condition of, and title to, assets, liens and encumbrances on assets, validity of contracts and agreements, and liabilities affecting the assets, contingent or otherwise, and indemnities for all actions, events and conditions that existed or occurred in connection with the Restaurant or Licensee's business prior to the closing of the purchase. At the closing, Licensee agrees to deliver instruments transferring to Sonic: (i) good and merchantable title to the Restaurant Assets, free and clear of all liens and encumbrances, with all sales and transfer taxes paid by Licensee; and (ii) all of the Restaurant's licenses and permits which may be assigned or transferred. If Licensee cannot deliver clear title to all of the Restaurant Assets, or if there are other unresolved issues, the

sale will be closed through an escrow. Licensee and its Owners further agree to sign general releases, in a form satisfactory to Sonic, of any and all claims against Sonic and its Affiliates and its and their respective owners, officers, directors, employees, agents, representatives, successors and assigns.

(f) Sonic may assign its option under this Section 16.03 to any Person (who may be Sonic's Affiliate), and that Person will have all of the rights and obligations under this Section 16.03.

16.04 Continuing Obligations. The covenants set forth in this Section 16 and Section 17.03, and all of Sonic's and Licensee's (and its Owners') other obligations under this Agreement which expressly or by their nature survive this Agreement's expiration or termination, will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.

17. COVENANTS.

17.01 Best Efforts. During the term of this Agreement, Licensee shall use best efforts to promote the business of the Restaurant and devote Licensee's full time, energies, and attention to the operation and management of the Restaurant, and shall not engage in any other business or activity that might detract from, interfere with, or be detrimental to the Proprietary Marks or Licensee's full and timely performance under this Agreement (except the ownership and operation of other Sonic Restaurants under license agreements with Sonic).

17.02 Restrictions During the Term. Licensee acknowledges that Sonic has granted Licensee the License and the other rights under this Agreement in consideration of and reliance upon Licensee's and its Owners' agreement to deal exclusively with Sonic in connection with the food and beverage products that Sonic Restaurants emphasize and the drive-in concept. Licensee therefore agrees that, during the term of this Agreement, neither Licensee nor any of its Owners, nor any member of any of their Immediate Families (excluding children and stepchildren over twenty-one (21) years of age) will, directly or indirectly through one or more intermediaries:

(a) engage in, provide services (as a director, officer, employee, agent, representative, or consultant) to, acquire any ownership, financial or other beneficial interest (including equity interests in business entities) in, loan money to, or become a landlord of, any Competitive Business (defined below), wherever located or operating;

(b) appropriate, use, or duplicate the Sonic System, or any portion thereof, for use at any other business, wherever located or operating; or

(c) divert or attempt to divert any actual or potential business or customer of the Restaurant to another Competitive Business, wherever located or operating.

17.03 Restrictions After the Term. Upon expiration or termination of this Agreement, Licensee and its Owners agree that, for eighteen (18) months beginning on the effective date of termination or expiration (subject to extension as provided in Section 17.07 below), neither Licensee nor any of its Owners, nor any member of any of their Immediate Families (excluding children and stepchildren over twenty-one (21) years of age), in each case to the extent not

prohibited by applicable law, will, directly or indirectly through one or more intermediaries, engage in, provide services (as a director, officer, employee, agent, representative, or consultant) to, acquire any ownership, financial or other beneficial interest (including equity interests in business entities) in, loan money to, or become a landlord of, any Competitive Business which is located or operating (a) at the Restaurant's premises; (b) within a three (3)-mile radius of the Restaurant's premises; or (c) within a three (3)-mile radius of any Sonic Restaurant then operating or under construction on the effective date of the termination or expiration.

17.04 Covenants by Others. At Sonic's option, Licensee shall from time to time, to the extent not prohibited by applicable law, obtain covenants similar in substance to those set forth in this Section 17 (including covenants applicable upon the termination of a Person's relationship with Licensee) from all of Licensee's Owners, and members of any of their Immediate Families. All covenants required by this Section 17.04 shall include specific identification of Sonic as a third-party beneficiary of such covenants with the independent right to enforce them. Licensee shall furnish to Sonic executed copies of such covenants within ten (10) days after Sonic's request.

17.05 Definitions. In this Agreement, "Competitive Business" means (a) any quick service restaurant that generates, or is reasonably expected to generate, at least ten percent (10%) of its revenue from the sale of hamburgers; (b) any restaurant that features a drive-in (as opposed to a drive-thru) concept, such as canopies or speakers and menu housings for ordering food; or (c) any entity that grants franchises or licenses for any of these types of businesses referenced in (a) or (b) above. However, a Competitive Business shall not include a Sonic Restaurant operated under an effective license agreement with Sonic.

17.06 Exceptions to Ownership Restrictions. The restrictions in Sections 17.01(a) and 17.02 shall not apply to the ownership of shares of a class of securities which are publicly traded on a United States stock exchange representing less than two percent (2%) of the number of shares of that class of securities issued and outstanding.

17.07 Enforcement. Sonic shall have the right, at Sonic's sole option, to reduce the scope of any covenant set forth in this Sections 17, or any portion thereof, without Licensee's consent effective immediately upon receipt by Licensee of written notice thereof, and Licensee agrees that it shall comply forthwith with any covenant as so modified. Licensee agrees that the existence of any claims Licensee may have against Sonic or its Affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Sonic of the covenants in this Section 17 or any other provision of this Agreement. Licensee acknowledges that any violation of the terms of this Section 17 would result in irreparable injury to Sonic for which no adequate remedy at law is available, and Licensee accordingly consents to the ex parte issuance of restraining orders, temporary and permanent injunctions, and cease and desist orders prohibiting any conduct in violation of the terms of this Section 17.

18. INDEPENDENT CONTRACTOR & INDEMNIFICATION.

18.01 Licensee not an Agent of Sonic; Employment Matters. This Agreement does not create a fiduciary relationship between Sonic and Licensee, and nothing in this Agreement shall constitute Licensee as the agent, legal representative, partner, joint venturer, or employee of Sonic. Licensee is, and shall remain, an independent contractor responsible for all obligations and

liabilities of, and for all loss or damage to, the Restaurant and its business, including all claims or demands based on damage or destruction of property or based on injury, illness, or death of any person or persons, directly or indirectly, resulting from the operation of the Restaurant. Further, Sonic and Licensee are not and do not intend to be joint employers in any way, and Sonic shall not be construed to be jointly liable for any of Licensee's acts or omissions under any circumstances. Sonic (and its Affiliates) will not exercise direct or indirect control over the working conditions of Restaurant personnel, except to the extent such indirect control is related to Sonic's legitimate interest in protecting the quality of the products and services associated with the Proprietary Marks. Sonic (and its Affiliates) do not share or codetermine the employment terms and conditions of the Restaurant's employees and do not affect matters relating to the employment relationship between Licensee and the Restaurant's employees, such as employee selection, promotion, termination, hours worked, rates of pay, other benefits, work assigned, discipline, adjustment of grievances and complaints, and working conditions. Licensee agrees to identify itself conspicuously in all dealings with customers, prospective customers, employees, suppliers, public officials and others as the Restaurant's owner under a License from Sonic and to place notices of independent ownership on the forms, business cards, employment materials, advertising and other materials Sonic requires from time to time.

18.02 Cost of Enforcement. If Sonic or any of its Affiliates become involved in any action or proceeding opposing Licensee or its Owners to secure, enforce, protect, or defend Sonic's or its Affiliates' rights and remedies or Licensee's (or its Owners') obligations under this Agreement or any other agreement relating to the Restaurant, then the prevailing party in such action or proceeding shall be entitled to recover from the non-prevailing party the reasonable costs, expenses, and attorneys' fees incurred by the prevailing party in such action or proceeding.

18.03 Indemnification and Defense.

(a) Licensee agrees to indemnify and hold harmless Sonic, its Affiliates, and its and their respective owners, directors, officers, employees, agents, representatives, successors and assignees (the "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all Losses (defined below) directly or indirectly arising out of or relating to: (i) the Restaurant's development or operation or the business Licensee conducts under this Agreement; (ii) Licensee's breach of this Agreement; (iii) Licensee's noncompliance or alleged noncompliance with any law, ordinance, rule or regulation, including those concerning the Restaurant's construction, design or operation, and including any allegation that Sonic or another Indemnified Party is a joint employer or otherwise responsible for Licensee's acts or omissions relating to Licensee's employees; or (iv) claims alleging either intentional or negligent conduct, acts or omissions by Licensee (or its contractors or any of its or their employees, agents or representatives), or by Sonic or its Affiliates (or its or their contractors or any of its or their employees, agents or representatives), subject to Section 18.03(c). "Losses" means any and all losses, expenses, obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs, including accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

(b) Licensee agrees to defend the Indemnified Parties against any and all claims asserted or inquiries made (formally or informally), or legal actions, investigations, or other proceedings brought, by a third party and directly or indirectly arising out of or relating to any matter described in Subsection 18.03(a)(i) through (iv) above (collectively, "Proceedings"), including those alleging the Indemnified Party's negligence, gross negligence, willful misconduct and/or willful wrongful omissions. Each Indemnified Party may at Licensee's expense defend and otherwise respond to and address any claim asserted or inquiry made, or Proceeding brought, that is subject to this Section 18.03 (instead of having Licensee defend it as required above), and agree to settlements or take any other remedial, corrective, or other actions, for all of which defense and response costs and other Losses Licensee is solely responsible, subject to Section 18.03(c). An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against Licensee, and Licensee agrees that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from Licensee under this Section 18.03. Licensee's obligations under this Section 18.03 will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

(c) Despite Section 18.03(a), Licensee has no obligation to indemnify or hold harmless an Indemnified Party for, and Sonic will reimburse Licensee for, any Losses (including costs of defending any Proceeding under Section 18.03(b)) to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's willful misconduct or gross negligence, so long as the claim to which those Losses relate is not asserted on the basis of theories of vicarious liability (including agency, apparent agency, or joint employer) or Sonic's failure to compel Licensee to comply with this Agreement, which are claims for which Licensee is not entitled to reimbursement pursuant to this Section 18.03(c). However, nothing in this Section 18.03(c) limits Licensee's obligation to defend Sonic and the other Indemnified Parties under Section 18.03(b).

19. NOTICES.

19.01 Delivery. Any notice required hereunder, if not specified, shall be in writing and shall be delivered by personal service, by overnight, receipted delivery service, or by United States certified or registered mail, with postage prepaid, in each case addressed to Licensee at the Restaurant or at such other address of Licensee then appearing on Sonic's records, or to Sonic addressed to the attention of Sonic's General Counsel at Three Glenlake Parkway NE, Atlanta, Georgia 30328, or at the subsequent address of Sonic's company headquarters. Either party, by a similar written notice, may change the address to which notices shall be sent. Notice shall be deemed effective on the date of delivery, if delivery is by personal service or overnight delivery, or three business days after the party places the notice in the United States mail, if delivery is by certified or registered mail.

19.02 Failure to Accept. If Sonic is unable to give actual notice of any breach or termination of this Agreement because Licensee has failed to provide Sonic with a current address, because Licensee fails to accept or pick up this mailed notice, or due to any reason which is not the fault of Sonic, then such notice shall be deemed as given when Sonic sends such notice by overnight receipted delivery service or registered or certified mail, postage prepaid.

20. INTERPRETATION AND ENFORCEMENT.

20.01 Entire Agreement. This Agreement and all addenda, appendices, and amendments hereto constitute the entire agreement between the parties and supersede all prior and contemporaneous, oral or written agreements or understandings of the parties relating to the subject matter of this Agreement. However, nothing in this Agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document. This Agreement shall be binding upon the parties, and their heirs, executors, personal representatives, and permitted successors and assigns. Any policies that Sonic adopts and implements from time to time to guide Sonic in its decision-making are subject to change, are not a part of this Agreement and are not binding on Sonic. Except as provided in Section 18.03, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any Person not a party to this Agreement.

20.02 Amendment. Subject to Sonic's rights to modify the Sonic Operations Manual and Sonic System, this Agreement may not be amended or modified except by a written agreement signed by both Licensee and Sonic.

20.03 No Waiver. Sonic and Licensee may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon Sonic unless in writing and signed by one of Sonic's officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Sonic and Licensee will not be deemed to waive or impair any right, power or option this Agreement reserves because of any custom or practice at variance with its terms; Sonic's or Licensee's failure, refusal or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement; Sonic's waiver of or failure to exercise any right, power or option, whether of the same, similar or different nature, with other Sonic Restaurants; the existence of franchise or license agreements for other Sonic Restaurants which contain provisions different from those contained in this Agreement; or Sonic's acceptance of any payments due from Licensee after any breach of this Agreement.

20.04 Interpretation. The recitals are a part of this Agreement. Section and Subsection captions are used only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular Sections and Subsections to which they refer. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural where the context requires. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. If more than one Person is Licensee hereunder, each Person's liability shall be joint and several. Sonic's and Licensee's rights under this Agreement are cumulative, and their exercise or enforcement of any right or remedy under this Agreement will not preclude their exercise or enforcement of any other right or remedy under this Agreement which they are entitled by law to enforce.

20.05 Severability. Except as expressly provided to the contrary in this Agreement, each Section, Subsection, paragraph, term and provision of this Agreement is severable, and if, for any

reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or arbitrator with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, Licensee and Sonic agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of Sonic's refusal to enter into a renewal license agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any aspect of the Sonic System is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and Sonic may modify the invalid or unenforceable provision or aspect of the Sonic System to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. Licensee agrees to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

20.06 Applying and Withholding Payments. Despite any designation Licensee makes, Sonic may apply any of Licensee's payments to any of Licensee's past due indebtedness to Sonic (or its Affiliates). Sonic may set-off any amounts Licensee or its Owners owe Sonic or its Affiliates against any amounts Sonic or its Affiliates might owe Licensee or its Owners, whether in connection with this Agreement or otherwise. Licensee may not withhold payment of any amounts owed to Sonic or its Affiliates on the grounds of Sonic's or their alleged nonperformance of any of its or their obligations under this Agreement or any other agreement.

20.07 Acknowledgements. Prior to the execution of this Agreement, Licensee has had ample opportunity to contact existing licensees of Sonic and to investigate all aspects of the Sonic Restaurant opportunity. Licensee has conducted an independent investigation of the business contemplated by this Agreement and recognizes that it involves substantial business risks making the success of the venture largely dependent on the business abilities of Licensee. Except as set forth in Sonic's franchise disclosure document, Licensee has not received from Sonic or its Affiliates any express or implied warranty or guaranty regarding the potential sales, income, profits, or success of the business venture contemplated by this Agreement.

20.08 No Related Party Liability. Licensee agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Sonic will have any liability for: (a) any of Sonic's obligations or liabilities relating to or arising from this Agreement; (b) any claim against Sonic based on, in respect of, or by reason of, the relationship between Licensee and Sonic; or (c) any claim against Sonic based on any alleged unlawful act or omission of Sonic.

21. CONSULTATION WITH LICENSEES AND SONIC'S JUDGMENT.

21.01 Consultation with Licensees. In connection with any significant changes in the programs or policies impacting all or substantially all Sonic Restaurants with respect to training,

the Sonic System, the Sonic Operations Manual, the SMF, the SBF or the BTF, including the determination of the designated beverage supplier or advertising agency of record for the Sonic Restaurant network, Sonic shall solicit input and advice from a group of licensees gathered together for such purpose (whether established ongoing for such purpose or gathered on an ad hoc basis from time to time). Sonic shall use commercially reasonable efforts to ensure that such groups are balanced in terms of their representation of Sonic Restaurants as a whole. Notwithstanding the foregoing, this Section 21.01 shall not have any effect unless the license agreements in effect for at least one-third of all Sonic Restaurants contain this provision or a substantially similar provision.

21.02 Sonic's Judgment. Subject to Section 21.01, Sonic has the right to operate, develop and change the Sonic System in any manner that is not specifically prohibited by this Agreement. Whenever Sonic has reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant Licensee a right to take or omit an action, Sonic may, except as otherwise specifically provided in this Agreement, make its decision or exercise its rights based on information readily available to Sonic and its judgment of what is in the best interests of Sonic or its Affiliates, the Sonic Restaurant network generally, or the Sonic System at the time its decision is made, without regard to whether it could have made other reasonable or alternative decisions.

22. APPLICABLE LAWS AND JURISDICTION; WAIVER OF JURY TRIAL; LIMITATIONS.

22.01 Applicable Law. The terms and provisions of this Agreement, and the relationship of the parties hereto shall be interpreted in accordance with and governed by the laws of the State of Georgia, without regard to its conflicts of laws rules.

22.02 Jurisdiction. Licensee agrees that jurisdiction over Licensee exists and is proper within the county where the corporate headquarters of Sonic are located at the time that any action, proceeding or litigation is filed, and within any and all courts, whether federal, state, or local, located within that county, and venue for any matter, claim, or cause of action relating to this Agreement or any other agreement between Licensee and Sonic or Sonic's Affiliates, or the parties' relationship or business dealings with one another generally, including all disputes and litigation pending or in existence as of the date of this Agreement, shall only exist and is only proper within that county and within any and all courts, whether federal, state, or local, located within that county. Licensee waives any and all defenses and objections, and Licensee agrees not to assert any defense or objection, to jurisdiction over Licensee and to venue as described hereinabove regarding any action, proceeding, or litigation instituted by Sonic against Licensee. Sonic and Licensee agree that any and all breaches of this Agreement, including breaches occurring after termination or expiration of this Agreement, shall be deemed to have occurred where the company headquarters of Sonic are then located.

22.03 Injunctive Relief. Licensee acknowledges that Sonic's remedy at law for any breach of any of Licensee's covenants under this Agreement (other than those involving only the payment of money) or the enforcement of any termination of this Agreement would not constitute an adequate remedy and, therefore, Sonic shall have the right to obtain temporary and permanent injunctive relief in any proceeding brought to enforce any provisions of this Agreement, without the necessity of proof of actual damages. Sonic shall not be required to post any bond or other form of security in connection with any request for the issuance of injunctive relief, and Licensee

expressly and unconditionally waives any requirement for the provision of security. Licensee also agrees that injunctive relief sought by Sonic and ordered by any court of competent jurisdiction shall be given full force and effect in any other jurisdiction, including the jurisdiction in which the Restaurant is located, and that Licensee will not oppose the enforcement of such relief. Nothing in this Section 22.03 shall prevent Sonic from pursuing separately or concurrently one or more of any other remedies available at law.

22.04 Waiver of Jury Trial and Punitive Damages. SONIC AND LICENSEE WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY. SONIC AND LICENSEE ALSO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

22.05 Limitation of Claims. EXCEPT FOR CLAIMS ARISING FROM LICENSEE'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS LICENSEE OWES SONIC, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR SONIC'S RELATIONSHIP WITH LICENSEE WILL BE BARRED UNLESS A JUDICIAL PROCEEDING IS COMMENCED WITHIN ONE YEAR FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

22.06 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

> No statement, questionnaire or acknowledgment signed or agreed by Licensee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Sonic, any franchise seller, or any other person acting on behalf of Sonic. This provision supersedes any other term of any document executed in connection with the franchise.

Executed on the dates set forth below, to have effect as of _____, 20___.

Licensor: **SONIC FRANCHISING LLC**

By:_____
(Vice) President

Date: _____, 20___

Licensee: _____

By:_____
_____, Managing Member

Date: _____, 20___

EXHIBIT A

STATEMENT OF LEGAL COMPOSITION FOR AN INDIVIDUAL/CORPORATION/PARTNERSHIP/LIMITED LIABILITY COMPANY

Licensee hereby represents and warrants that the ownership and/or legal composition of Licensee is as follows:

1. Licensee is individually-owned / a corporation / a sub-chapter S corporation / a partnership / a limited liability company] duly organized and existing under the laws of the State of _____ and organized on _____.

Name of individual / corporation / sub-chapter S corporation / partnership / limited liability company: _____

Principal business address (no PO Box #s): _____

2. The names and addresses of the Owners are as follows:

Name & Title	Mailing Address	Email Address	Phone #	% Ownership

The names and addresses of the Owners of [if owned by another entity] are as follows:

Name & Title	Mailing Address	Email Address	Phone #	% Ownership

3. The following Owner will spend full time in active management and is the Principal:

Name & Title	Mailing Address	Email Address	Phone #

PLEASE SUBMIT A COPY OF THE ORGANIZATION DOCUMENTS, IF APPLICABLE: Include Articles of Incorporation, Partnership Agreement, Limited Liability Company Operating Agreement, Bylaws, Certificate of Authority to do business in the state in which the Licensed Business will be operated (if a foreign corporation, partnership or LLC), copies of all issued and outstanding stock certificates (front and back), copies of all cancelled stock certificates (front and back) and other applicable organization documents to confirm the legal composition of the LICENSEE.

EXHIBIT B

GUARANTY AND RESTRICTION AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____day of _____, 20___, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain License Agreement (together with all amendments or modifications, the "Agreement") on this date by **SONIC FRANCHISING LLC** ("Sonic"), each of the undersigned unconditionally (a) guarantees to Sonic and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Licensee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the arbitration, non-competition, confidentiality, and transfer requirements.

B. Each of the undersigned acknowledges that (a) he, she or it is either an owner (whether direct or indirect) of Licensee or otherwise has a direct or indirect relationship with Licensee or its affiliates; (b) he, she or it will benefit significantly from Sonic's entering into the Agreement with Licensee; and (c) Sonic would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Licensee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Licensee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Sonic's pursuit of any remedies against Licensee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Sonic may from time to time grant to Licensee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Licensee or any of its owners or guarantors, and for so long as Sonic has any cause of action against Licensee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Licensee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Licensee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Licensee under any applicable bankruptcy law with respect to Licensee's obligations to Sonic; (b) all rights to require Sonic to proceed against Licensee for any payment required under the Agreement, proceed against or exhaust any security from Licensee, take any action to assist any of the undersigned in seeking

reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Licensee; (c) any benefit of, or any right to participate in, any security now or hereafter held by Sonic; and (d) acceptance and notice of acceptance by Sonic of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Sonic shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Licensee, any other guarantor, or any collateral securing any obligations of Licensee to Sonic. Without affecting the obligations of the undersigned under this Guaranty, Sonic may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Licensee, or settle, adjust, release, or compromise any claims against Licensee or any other guarantor, make advances for the purpose of performing any obligations of Licensee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Licensee, (b) any lack of authority of Licensee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Licensee, (d) any circumstance whereby the Agreement shall be void or voidable as against Licensee or any of its creditors, including a trustee in bankruptcy of Licensee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Licensee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Licensee or any other guarantor, and (g) any act or omission of Licensee.

F. If Sonic is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Sonic shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Sonic is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse Sonic for any of the above-listed costs and expenses it incurs.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Sonic and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located closest to our then current principal office at the time that the action is brought. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned

agrees that Sonic may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he, she or it is domiciled or has assets. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT**.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

_____
[Signature]

_____
[Print Name]

EXHIBIT B-2
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

NON-TRADITIONAL RIDER TO LICENSE AGREEMENT

NON-TRADITIONAL RIDER
TO SONIC FRANCHISING LLC
NUMBER 23 LICENSE AGREEMENT

THIS NON-TRADITIONAL RIDER TO LICENSE AGREEMENT (the "Rider") is made and entered into by and between **SONIC FRANCHISING LLC**, a Delaware limited liability company with its principal office at Three Glenlake Parkway NE, Atlanta, Georgia 30328 ("Sonic"), and _____, a(n) _____ with its principal office at _____ ("Licensee").

1. Preambles and Acknowledgments. Simultaneously with signing this Rider, Sonic and Licensee are signing a Number 23 License Agreement (the "License Agreement") to govern Licensee's development and operation of the Restaurant at the Site. All capitalized terms used but not defined in this Rider have the meanings given to those terms in the License Agreement. Sonic and Licensee are signing this Rider to modify certain provisions of the License Agreement to recognize that the Restaurant will be located within _____ (the "Facility"), which is a Non-Traditional Location (defined below), and to accommodate certain requests Licensee has made as a result of that location. "Non-Traditional Location" means any permanent or temporary food service facilities that operate (1) under one or more of the Proprietary Marks and all or part of the Sonic System, and (2) at locations that do not feature unlimited and unrestricted access to the general public by automobile from public thoroughfares. Non-Traditional Locations include (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas, and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters, and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts, and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos, and convention centers; (h) hospitals, nursing facilities, and other medical facilities; and (i) reservations and other sovereign territories.

2. Lease. Section 3.02 of the License Agreement is deleted in its entirety.

3. Relocation. The last sentence of Section 3.07 of the License Agreement is deleted in its entirety.

4. Protected Area. Sections 4.01 through 4.03 of the License Agreement are deleted and replaced with the following:

NO TERRITORIAL RIGHTS.

Licensee acknowledges that the License is nonexclusive, Licensee has no territorial protection whatsoever, and Sonic retains all rights with respect to the Sonic System, the Proprietary Marks, the sale of similar or dissimilar products and services, and any other activities Sonic deems appropriate whenever and wherever it desires. Specifically, but without limitation, Sonic reserves the following rights:

(a) the right to establish and operate, and to grant to others the right to establish and operate, Sonic Restaurants (including at Non-Drive-In Locations and

at other Non-Traditional Locations), any similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations (regardless of the proximity to the Restaurant), under the Proprietary Marks or under other trademarks or service marks, and on any terms and conditions Sonic deems appropriate;

(b) the right to provide, offer, and sell, and to grant others the right to provide, offer, and sell, goods and services that are identical or similar to and/or competitive with those provided at the Restaurant, whether identified by the Proprietary Marks or other trademarks or service marks, through similar or dissimilar distribution channels (including the Internet or similar electronic media), at any locations, and on any terms and conditions Sonic deems appropriate; and

(c) the right to acquire or be acquired by (whether through acquisition of assets, Ownership Interests, or otherwise, regardless of the form of transaction) a business providing products and services similar to those provided at the Restaurant, or by another business, even if such business operates, franchises, and/or licenses competitive businesses.

5. Initial Term. Section 5.01 of the License Agreement is deleted and replaced with the following:

Unless sooner terminated as hereafter provided, the term of this Agreement, including the License, shall begin on the date of this Agreement and end on the earlier of (a) the date which is ten (10) years after the date upon which the Restaurant first opens for business, or (b) _____ [*date when facility contract term expires.*] (the "Term").

6. Renewal Option. The first paragraph of Section 5.02 of the License Agreement is deleted and replaced with the following:

At the end of the initial term, if Licensee desires, Licensee may renew the License to adopt and use the Sonic System at the Restaurant for an additional term, provided that Licensee satisfies all of the following conditions prior to the expiration of the initial term:

In addition, Subsection 5.02(d) of the License Agreement is deleted and replaced with the following:

(d) Licensee signs Sonic's then current form of license agreement and related documents (modified to reflect that the agreement relates to the grant of a renewal license at a Non-Traditional Location), the terms of which may differ materially from those in this Agreement, including different royalty fees, advertising and brand fees and other fees, except that the license agreement shall provide for a term of 10 years or the remaining term of Licensee's right to occupy the Site (whichever is shorter) and, in lieu of an initial license fee, Licensee shall pay Sonic a renewal fee equal to twenty percent (20%) of Sonic's then current initial license fee for Non-Traditional Locations;

The other subsections of Section 5.02 shall remain in full force and effect.

7. Initial License Fee. The first sentence of Section 7.01 is deleted and replaced with the following:

> Simultaneously with signing this Agreement, Licensee shall pay Sonic an initial license fee in an amount equal to Two Thousand Two Hundred Fifty Dollars ($2,250) multiplied by the number of full or partial years in the initial Term.

8. No Delivery. Since the Site is located at or within a Non-Traditional Location, Licensee shall not be required nor permitted to offer delivery services from the Restaurant unless Sonic otherwise specifies in writing.

9. Days and Hours of Operation. Sonic recognizes and acknowledges that the Restaurant will operate at a Non-Traditional Location and will be required to be open and operating on those days and during those hours that the Non-Traditional Location may set from time to time. Therefore, Subsection 8.01(d) of the License Agreement is deleted.

10. Advertising Cooperatives. Section 12.01 of the License Agreement is deleted in its entirety.

11. System Marketing Fund. The first sentence of Section 12.02(a) of the License Agreement is deleted and replaced with the following:

> (a) The SMF shall be administered by Sonic, and Licensee shall pay to the SMF each month, on a schedule that Sonic periodically specifies, an amount equal to three percent (3.0%) of Licensee's Gross Sales during the preceding calendar month.

12. System Marketing Fund, Sonic Brand Fund and Brand Technology Fund. Licensee acknowledges and agrees that the programs and expenditures for the SMF, SBF and BTF may not address the specific aspects of any particular Restaurant or the operation of Sonic Restaurants at Non-Traditional Locations, and are primarily designed for the benefit of Sonic Restaurants generally.

13. Sonic Option to Purchase Restaurant Assets. Section 16.03 of the License Agreement is deleted in its entirety.

14. Restrictions During the Term. Subsections (a), (b) and (c) of Section 17.02 of the License Agreement are deleted and replaced with the following:

> (a) engage in, provide services (as a director, officer, employee, agent, representative, or consultant) to, acquire any ownership, financial or other beneficial interest (including equity interests in business entities) in, loan money to, or become a landlord of, any Competitive Business (defined below) operating at or within the Facility;

(b) appropriate, use, or duplicate the Sonic System, or any portion thereof, for use at any other business, wherever located or operating; or

(c) divert or attempt to divert any actual or potential business or customer of the Restaurant to another Competitive Business operating at or within the Facility.

Notwithstanding the foregoing, Sonic and Licensee acknowledge that nothing in this Rider shall limit any non-compete or other obligations of Licensee or any of its Owners, directors or officers (or any members of their Immediate Families, excluding children or stepchildren under twenty-one (21) years of age) under any other License Agreement.

15. Restrictions After the Term. Section 17.03 of the License Agreement is deleted in its entirety.

[Signatures on Following Page]

Executed on the dates set forth below, to have effect as of _____, 20___.

Licensor: **SONIC FRANCHISING LLC**

By:_____
(Vice) President
Date: _____, 20___

Licensee: _____

By:_____
_____, Managing Member
Date: _____, 20___

EXHIBIT B-3
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

NUMBER 23 LICENSE AGREEMENT INCENTIVES AMENDMENT

SONIC RESTAURANT

Number 23 License Agreement Incentives Amendment

This Incentives Amendment to the License Agreement (the "**Amendment**") is made and entered into on _____ (the "**Effective Date**"), by and between **SONIC FRANCHISING LLC** ("**Sonic**," "**we**," "**us**," or "**our**") and _____ ("**Licensee**," "**you**" or "**your**").

BACKGROUND

A. We and you signed that certain Number 23 License Agreement dated _____ (the "**License Agreement**"), pursuant to which Franchisee shall operate a Sonic Drive-In located at _____ (the "**Restaurant**"). Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the License Agreement.

B. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the License Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the License Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Initial License Fee**. Notwithstanding anything to this contrary in the License Agreement, we will credit you all or a portion of the initial license fee you pay towards your Royalties if you qualify for one of the incentives set forth below:

a. Core Markets Incentive Program. Under our "**Core Markets Incentive Program**," if (i) the Restaurant is or will be located in a Core Market (as we determine), (ii) open and begin operating your Restaurant in accordance with the License Agreement (including, but not limited to, Section 3.03, 3.04, and 3.05 of the License Agreement) on or before _____ (the "**Opening Deadline**"), (iii) provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant in accordance with Section 3.05 of the License Agreement, and (iv) build the Restaurant in the design, to the specifications, and at the location approved by us in accordance with Sections 3.01 and 3.03 of the License Agreement, then we agree to credit $30,000 from the initial license fee you paid under the License Agreement (the "**ILF Credit**") towards the Royalties owed under the License Agreement. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the ILF Credit and reduced Royalty set forth in Section 2 of this Amendment will not apply to the Restaurant.

b. New & Developing Markets Incentive Programs. Under our "**New & Developing Markets Incentive Program**," if (i) the Restaurant is or will be located in a New & Developing Market (as we determine), (ii) open and begin operating your Restaurant in accordance with the License Agreement (including, but not limited to, Section 3.03, 3.04, and

3.05 of the License Agreement) on or before _____ (the "**Opening Deadline**"), (iii) provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant in accordance with Section 3.05 of the License Agreement, and (iv) build the Restaurant in the design, to the specifications, and at the location approved by us in accordance with Sections 3.01 and 3.03 of the License Agreement, then we agree to credit $30,000 from the initial license fee you paid under the License Agreement (the "**ILF Credit**") towards the Royalties owed under the License Agreement. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the ILF Credit and reduced Royalty set forth in Section 2 of this Amendment will not apply to the Restaurant.

2. **Royalty**. Notwithstanding Section 7.02 of the License Agreement, if you qualify for either the Core Markets Incentive or New & Developing Markets Incentive set forth in Section 1 above, then in addition to providing the credit towards the Royalty set forth in Section 1 above, the Royalty will be amended as set forth below:

Time Period	% of Gross Sales
First 12 months of operation	
Months 13-24 of operation	
Months 25-36 of operation	
Months 37-48 of operation	
Months 49-60 of operation	
Remaining term of License Agreement	5%

3. **SMF Contribution**. Notwithstanding Section 12.02(a) of the License Agreement, if you qualify for either the Core Markets Incentive or New & Developing Markets Incentive set forth in Section 1 above, then the SMF contribution will be amended as set forth below:

Time Period	% of Gross Sales
First 12 months of operation	
Months 13-24 of operation	
Months 25-36 of operation	
Months 37-48 of operation	
Months 49-60 of operation	
Remaining term of License Agreement	Standard Rate

4. **Miscellaneous**. The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the License Agreement. If there is an inconsistency between this Amendment and the License Agreement, the terms of this Amendment shall control. This Amendment, together with the License Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the License Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, the parties have executed this Incentive Amendment the dates written below.

Sonic: **SONIC FRANCHISING LLC**

By:_____
Name: _____
Title: _____
Date: _____, 20___

Licensee: _____

By:_____
Name: _____
Title: _____
Date: _____, 20___

EXHIBIT C-1
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

NUMBER 23 DEVELOPMENT AGREEMENT

SONIC FRANCHISING LLC

NUMBER 23 DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

PAGE

1. DEFINITIONS....1
2. DEVELOPMENT RIGHTS; BUSINESS ENTITY DEVELOPER....3
3. TERRITORIAL RIGHTS IN DEVELOPMENT AREA....4
4. TERM....5
5. DEVELOPMENT FEE....5
6. SITE SELECTION AND SIGNING SONIC LICENSE AGREEMENTS....6
7. NO SUBLICENSING OR RIGHT TO USE PROPRIETARY MARKS....7
8. TRANSFER....7
9. DEFAULT AND TERMINATION....8
10. INCORPORATION OF OTHER TERMS....9

EXHIBITS

EXHIBIT A DEVELOPMENT SCHEDULE
EXHIBIT B DEVELOPMENT AREA
EXHIBIT C STATEMENT OF LEGAL COMPOSITION FOR AN INDIVIDUAL/ CORPORATION/PARTNERSHIP/LIMITED LIABILITY COMPANY

SONIC RESTAURANT

NUMBER 23 DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") made this ____ day of _____, 202___, by and between **SONIC FRANCHISING LLC**, a Delaware limited liability company with its principal office at Three Glenlake Parkway NE, Atlanta, Georgia 30328 ("Sonic"), and _____, a(n) _____ with its principal office at _____ ("Developer").

RECITALS

A. Sonic or its Affiliate (defined below) is the owner of, and Sonic has the right to license, the Sonic System (defined below) that is used in the development and operation of drive-in restaurants and other restaurants which feature specialty drinks, ice cream desserts, cheeseburgers, chicken entrees, hot dogs and other items, and which operate under the Sonic System and Proprietary Marks (defined below), as Sonic may periodically modify them (collectively, "Sonic Restaurants").

B. Prior to or simultaneously with signing this Agreement, Sonic and Developer (or its Controlled Affiliate (defined below)) have signed or are signing a license agreement with Sonic dated as of _____, 20__ for the development and operation of a Sonic Restaurant (the "Existing License Agreement").

C. Developer wishes to obtain the right and obligation to propose sites on which to develop Sonic Restaurants and sign license agreements with Sonic to construct and operate those Sonic Restaurants, subject to the terms, conditions, and covenants set forth herein.

In consideration of the foregoing and the mutual covenants and consideration below, Sonic and Developer agree as follows:

1. DEFINITIONS. In addition to the terms defined elsewhere in this Agreement, unless the context of their use in this Agreement requires otherwise, the following words and phrases shall have the following meanings when used in this Agreement.

1.01 Affiliate. "Affiliate" means any Person which directly or indirectly through one or more intermediaries Controls the specified Person, the specified Person Controls, or shares a common Control with the specified Person.

1.02 Control. "Control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

1.03 Controlled Affiliates. "Controlled Affiliates" any corporation, limited liability company or other business of which Developer (or its Owners) (a) owns more than fifty percent (50%) of the total authorized Ownership Interests; and (b) has the authority under the Controlled Affiliate's organizational documents to authorize a merger, liquidation, dissolution or transfer of

substantially all of the assets of the Controlled Affiliate and otherwise to direct and control the Controlled Affiliate's management and policies without the vote or consent of any other Person.

1.04 Non-Drive-In Location. "Non-Drive-In Location" means any permanent or temporary Sonic Restaurant facility (other than a Non-Traditional Location) that is not a free-standing building with canopies devoted solely to the Sonic Restaurant and ordering capability accessible to the general public by automobile from public thoroughfares. Non-Drive-In Locations include convenience stores, gas stations and travel plazas.

1.05 Non-Traditional Locations. "Non-Traditional Locations" means any permanent or temporary food service facilities that operate (1) under one or more of the Proprietary Marks and all or part of the Sonic System, and (2) at locations that do not feature unlimited and unrestricted access to the general public by automobile from public thoroughfares. Non-Traditional Locations include (a) military bases and other governmental facilities; (b) universities, schools and other education facilities; (c) airports, train stations, toll plazas and other public or restricted-access transportation facilities or terminals; (d) stadiums, arenas, theaters and other sports and entertainment venues; (e) amusement parks, theme parks, museums, zoos, and other similar public facilities; (f) cafeterias, food courts and other foodservice locations within shopping centers, shopping malls, office buildings/corporate campuses, industrial buildings, and department stores, grocery stores, and similar retail stores; (g) hotels, casinos and convention centers; (h) hospitals, nursing facilities and other medical facilities; and (i) reservations and other sovereign territories.

1.06 Person. "Person" means any individual or business entity, including a corporation, joint venture, general partnership, limited partnership, limited liability company, or trust.

1.07 Proprietary Marks. "Proprietary Marks" means the distinctive and characteristic trade names, trademarks, service marks, emblems and trade dress that Sonic designates in the Sonic Operations Manual or otherwise in writing or through usage from time to time and periodically prescribes for use with Sonic Restaurants, as well as other elements of trade dress that Sonic periodically designates for use in the Sonic System, such as signs, menu housings, designs and design elements (including angled parking stalls equipped with menu housings, speakers, and tray supports), color schemes, exterior style, canopies, interior furnishings, and equipment layout.

1.08 Owner. "Owner" means any Person holding a direct or indirect Ownership Interest (whether of record, beneficially, or otherwise) in Developer.

1.09 Ownership Interest. "Ownership Interest" means (a) in relation to a corporation, shares of capital stock (whether common stock, preferred stock or any other designation) or other equity interests; (b) in relation to a limited liability company, membership interests or other equity interests; (c) in relation to a partnership, a general or limited partnership interest; (d) in relation to a trust, a beneficial interest in the trust; and (e) in relation to any entity (including those described in (a) through (d) above), any other interest in that entity or its business that allows the holder of that interest (whether directly or indirectly) to direct or control the direction of the management of the entity or its business (including a managing partner interest in a partnership, a manager or managing member interest in a limited liability company, and a trustee of a trust), or to share in the revenue, profits or losses of, or any capital appreciation relating to, Developer or its business.

1.10 Related Agreements. "Related Agreements" means this Agreement, the Existing License Agreement, all other Sonic License Agreements, and all other agreements between Sonic (or its Affiliate) and Developer (or its Owners or Affiliate) relating to any Sonic Restaurant.

1.11 Sonic System. "Sonic System" means the Sonic Restaurant franchise system, as Sonic may periodically modify it, which now includes, among other things, the following elements, all or some of which may be deleted, changed, improved, or further developed by Sonic from time to time: (a) Proprietary Marks; (b) proprietary and confidential information, including information in the Sonic Operations Manual; (c) methods and procedures for the preparation of food and beverage products; (d) confidential recipes for food and beverage products; (e) distinctive service accessories, including uniforms, menus, packages, containers, and additional paper or plastic items; (f) plans and specifications for distinctive standardized premises, including exterior style, color scheme, designs, layouts, interior furnishings and signage (whether copyrighted or not); (g) methods, techniques, formats, systems, specifications, procedures, information, trade secrets, and sales and marketing programs; (h) methods of business operations and management; (i) marketing techniques and materials; (j) knowledge and experience regarding the operation and franchising of Sonic Restaurants; and (k) payment methods, including the pay-at-your-stall payment system ("PAYS").

2. DEVELOPMENT RIGHTS; BUSINESS ENTITY DEVELOPER.

2.01 Grant of Development Rights. Sonic hereby grants Developer and/or any Controlled Affiliates the right, and Developer assumes the obligation, to sign Sonic License Agreements (defined below) to develop and operate the number of Sonic Restaurants identified on Exhibit A (including the Sonic Restaurant covered by the Existing Agreement, collectively, the "Developer Restaurants") according to a development schedule identified on Exhibit A (the "Development Schedule"), and within a geographic area identified on Exhibit B (the "Development Area").

2.02 Development Schedule. Developer agrees to comply with the Development Schedule. Time is of the essence for the development of each Sonic Restaurant in accordance with the Development Schedule. Each Sonic Restaurant must be developed and operated pursuant to a separate Sonic License Agreement that Developer or a Controlled Affiliate signs with Sonic pursuant to Section 6 below. To retain its rights under this Agreement, Developer (or its Controlled Affiliate) must operate each Developer Restaurant pursuant to the terms of the applicable Sonic License Agreements continuously throughout their terms.

2.03 Business Entity Developer. If Developer is a corporation, partnership, limited liability company or other business entity, Developer shall comply with the following provisions:

(a) Organizational Documents. Developer's certificate of incorporation and bylaws, partnership agreement and certificate of limited partnership, articles of organization and operating agreement, or similar governing documents (collectively, "Organizational Documents"), as applicable, shall provide that this Agreement restricts the issuance and transfer of any Ownership Interests in Developer, and all certificates and other documents representing Ownership Interests in Developer will bear a legend referring to this Agreement's restrictions.

(b) Statement of Legal Composition. Developer represents and warrants that Exhibit C to this Agreement completely and accurately describes all of Developer's Owners and their direct and indirect Ownership Interests in Developer as of the date of this Agreement. Subject to Sonic's rights and Developer's obligations under Section 8, Developer and its Owners agree to sign and deliver to Sonic revised Exhibits C to reflect any changes in the information that Exhibit C now contains.

3. TERRITORIAL RIGHTS IN DEVELOPMENT AREA.

3.01 Territorial Rights in Development Area. Except as otherwise provided in Section 3.02, during the term of this Agreement, if Developer is in compliance with this Agreement (including the Development Schedule), and Developer and its Affiliates are in compliance with the terms of any other Related Agreements, then Sonic shall not own or operate a Sonic Restaurant, and shall not license any other Person to own or operate a Sonic Restaurant (other than a Sonic Restaurant licensed prior to the date of this Agreement), within the Development Area. However, if the Development Area covers more than one city, county, designated market area or target area (each "Target Area"), the territorial protection under this Section 3.01 for each Target Area shall expire upon the earlier of (a) the expiration or termination of this Agreement, or (b) the date upon which Developer or a Controlled Affiliate signs a Sonic License Agreement for the final Sonic Restaurant to be developed in such Target Area under this Agreement. When the territorial protection under this Section 3.01 expires with respect to the Development Area or Target Area (as applicable), Sonic will thereafter be entitled to own and operate, and license any other Person to own and operate, a Sonic Restaurant in the Development Area or Target Area (as applicable), except as may be otherwise provided under any Sonic License Agreement then in effect.

3.02 Exclusions from Development Area. Notwithstanding the provisions of Section 3.01, the Development Area shall not extend to:

(a) the contractually-granted protected radius of any Sonic Restaurant in existence as of the date of this Agreement ("Previously Protected Radius");

(b) the protected area of any developer under a development agreement with Sonic in existence as of the date of this Agreement ("Previously Protected Development Area"); or

(c) any Non-Drive-In Location or Non-Traditional Location that is otherwise located within the Development Area.

Consequently, notwithstanding Section 3.01, any Previously Protected Radius, Previously Protected Development Area, Non-Drive-In Location and Non-Traditional Location is excluded from the Development Area, and Sonic may own or operate a Sonic Restaurant, and may license any other Person to own or operate a Sonic Restaurant, within any Previously Protected Radius, Previously Protected Development Area, Non-Drive-In Location or Non-Traditional Location, whether they would otherwise be located within or outside the boundaries of the Development Area.

3.03 Rights Reserved to Sonic. Except as expressly limited by this Agreement, Sonic retains all rights with respect to the Sonic System, the Proprietary Marks, the sale of similar or

dissimilar products and services, and any other activities Sonic deems appropriate whenever and wherever it desires. Specifically, but without limitation, Sonic reserves the following rights:

(a) the right to establish and operate, and to grant to others the right to establish and operate, similar businesses or any other businesses offering similar or dissimilar products and services through similar or dissimilar channels of distribution, at any locations inside or outside the Development Area under trademarks or service marks other than the Proprietary Marks and on any terms and conditions Sonic deems appropriate;

(b) the right to provide, offer, and sell, and to grant others the right to provide, offer, and sell, goods and services that are identical or similar to and/or competitive with those provided at any Developer Restaurant, whether identified by the Proprietary Marks or other trademarks or service marks, through dissimilar distribution channels (including the Internet or similar electronic media) both inside and outside the Development Area and on any terms and conditions Sonic deems appropriate;

(c) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar products and services, both inside and outside the Development Area, under the Proprietary Marks and on any terms and conditions Sonic deems appropriate;

(d) the right to establish and operate, and to grant others the right to establish and operate, Sonic Restaurants anywhere outside the Development Area under any terms and conditions Sonic deems appropriate regardless of the proximity to any Developer Restaurant; and

(e) the right to be acquired (whether through acquisition of assets, Ownership Interests, or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at any Developer Restaurant, or by another business, even if such business operates, franchises, and/or licenses competitive businesses in the Development Area.

4. TERM. Unless sooner terminated as hereafter provided, the term of this Agreement and all rights granted to Developer hereunder will expire without further notice on earlier of (a) the date upon which the last Sonic License Agreement for the last Developer Restaurant under the Development Schedule is signed or (b) the date upon which the last Developer Restaurant under is scheduled to be open under the Development Schedule. This Agreement shall not be subject to renewal.

5. DEVELOPMENT FEE. As consideration for the rights granted in this Agreement, you must pay us a "Development Fee" listed on Exhibit A, which is Ten Thousand Dollars ($10,000) multiplied by the number of Developer Restaurants to be developed under this Agreement. The Development Fee is consideration for this Agreement and not consideration for any Sonic License Agreement, is fully earned by Sonic upon execution of this Agreement and is non-refundable. The Development Fee is credited against the Initial License Fee (defined below) payable upon the signing of each individual Sonic License Agreement as specified in Section 6.03.

6. SITE SELECTION AND SIGNING SONIC LICENSE AGREEMENTS.

6.01 Site Selection. Sonic shall provide Developer the Site Acceptance Form, site selection criteria and other related materials that Sonic periodically makes available to developers of Sonic Restaurants. Developer must comply with Sonic's development policies, as Sonic periodically modifies them, with respect to each proposed site for a Sonic Restaurant to be developed in the Development Area and each Sonic License Agreement to be signed for a Developer Restaurant in the Development Area. Developer agrees to submit for evaluation by Sonic, pursuant to Sonic's then current site selection criteria, a complete site report and related information that Sonic then requires for each proposed site for a Developer Restaurant. Sonic will either accept or reject that proposed site based on Sonic's then current site selection policies and procedures. If Sonic does not accept or reject a proposed site submitted in writing by Developer within thirty (30) days after receipt of the site selection report and all other information that Sonic requests concerning the site, then that site is deemed rejected by Sonic. Despite any assistance, information or recommendations that Sonic provided or provides with respect to any proposed site, Sonic has made and will make no representations or warranties of any kind, express or implied, of the suitability of the site for a Sonic Restaurant or any other purpose. Sonic's recommendation or acceptance indicates only that Sonic believes that the site meets or has the potential to meet, or that Sonic has waived, its then current general criteria of site acceptability. Applying criteria that have appeared effective for other sites might not accurately reflect the potential for all sites, and, after Sonic recommends or accepts a site, demographic and/or other factors included in or excluded from its site criteria could change, thereby altering a site's potential. The uncertainty and instability of these criteria are beyond Sonic's control, and Sonic is not responsible if any site fails to meet its or Developer's expectations.

6.02 Signing Sonic License Agreements. After Sonic accepts a proposed site for a Developer Restaurant, then Developer or its approved Controlled Affiliate must sign a separate Sonic License Agreement to develop that Developer Restaurant. Developer (or its Controlled Affiliate) must sign a Sonic License Agreement for any accepted site before buying or signing a lease or sublease for that site or beginning construction work at the accepted site. However, Sonic need not issue a Sonic License Agreement if Developer (or its proposed Controlled Affiliate) does not then meet Sonic's then current financial and operational standards and qualifications for new Sonic Restaurants. If Developer or its Controlled Affiliate do not open and begin operating the Developer Restaurant under a signed Sonic License Agreement within the time periods set forth in the Development Schedule, then Sonic may terminate this Agreement according to Section 9.01. Except for the obligation to open the Developer Restaurants on or before the opening deadlines in the Development Schedule, after Developer (or its Controlled Affiliate) signs the Sonic License Agreement, its terms and conditions will control the development and operation of the Developer Restaurant.

6.03 Form of Sonic License Agreement. The license agreement and related documents that Developer (or its Controlled Affiliate) signs for each Developer Restaurant (other than the Sonic Restaurant developed under the Existing License Agreement) will be the form license agreement and any ancillary agreements that Sonic then customarily uses in granting franchises for Sonic Restaurants (collectively, the "Sonic License Agreement"), any or all of the terms of which may differ substantially from the terms contained in the Existing License Agreement, except that, for each Sonic License Agreement other than the Existing License Agreement: (a) the initial

license fee will be Forty-Five Thousand Dollars ($45,000), and Sonic will apply Ten Thousand Dollars ($10,000) of the Development Fee, as applicable, towards the initial license fee owed under that Sonic License Agreement; and (b) the royalty fee rate(s) under the Sonic License Agreement will be (i) two percent (2%) of the first $5,000 of the Developer Restaurant's monthly gross sales (as defined in the applicable Sonic License Agreement), (ii) three percent (3%) of the Developer Restaurant's monthly gross sales from $5,000 to $10,000, (iii) three and one-half percent (3.5%) of the Developer Restaurant's monthly gross sales from $10,000 to $15,000, (iv) four percent (4%) of the Developer Restaurant's monthly gross sales from $15,000 to $20,000, (v) four and one-half percent (4.5%) of the Developer Restaurant's monthly gross sales from $20,000 to $25,000, and (vi) five percent (5%) of the Developer Restaurant's monthly gross sales above $25,000.

7. NO SUBLICENSING OR RIGHT TO USE PROPRIETARY MARKS. This Agreement does not grant Developer any right to license others to operate Sonic Restaurants. Only Developer (and its approved Controlled Affiliates) may develop Sonic Restaurants pursuant to this Agreement and only under Sonic License Agreements with Sonic. This Agreement does not grant Developer any right to use, or authorize others to use, the Proprietary Marks in any manner. Developer's right to use the Proprietary Marks arises only under Sonic License Agreements with Sonic. Sonic's Affiliate owns all rights to the Proprietary Marks, and Developer's unauthorized use of the Proprietary Marks is an infringement of Sonic's and its Affiliate's rights and a breach of this Agreement. In all public records and in its relationship with other Persons, Developer shall indicate clearly the independent ownership of Developer's business and that the operations of that business are separate and distinct from the operation of Sonic's business.

8. TRANSFER.

8.01 Transfer by Developer. The rights and duties created by this Agreement are personal to Developer (or its Owners), and Sonic has granted the rights under this Agreement to Developer in reliance on the collective character, skill, aptitude, and business and financial capacity of Developer and its Owners. Accordingly, neither this Agreement (or any rights or obligations under or interest in this Agreement), the business that Developer operates under this Agreement, or any Ownership Interest in Developer or its Owners, may be transferred without Sonic's prior written approval, which approval (if Sonic in its sole judgment provides that approval) will be subject to the satisfaction for the conditions for transfer that Sonic then specifies (in its sole judgment). Any transfer without Sonic's required approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer," whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact Developer (or its Owners) directly or indirectly:

(a) transfer of record or beneficial ownership of any Ownership Interest or the right to receive all or a portion of Developer's profits or losses or any capital appreciation relating to Developer or its business (whether directly or indirectly);

(b) merger, consolidation or exchange of Ownership Interests, or issuance of additional Ownership Interests or securities representing or potentially representing Ownership Interests, or a redemption of Ownership Interests;

(c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control Developer or its operations or affairs;

(d) transfer of a direct or indirect Ownership Interest or other interest in Developer, this Agreement, or any of the Developer's assets in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(e) the grant of a mortgage, charge, pledge, collateral assignment, lien or security interest in any Ownership Interest or other interest in Developer, this Agreement, or any of Developer's assets; foreclosure upon or attachment or seizure of any of Developer's assets or any Ownership Interest; or Developer's transfer, surrender or loss of the possession, control or management of all or any material portion of Developer or its business.

8.02 Transfer by Sonic. This Agreement and any other agreement will inure to the benefit of any transferee or other legal successor to Sonic's interest in it.

9. DEFAULT AND TERMINATION.

9.01 Termination. Developer shall be deemed to be in breach of this Agreement and Sonic may, at its option, terminate this Agreement and all rights granted herein without affording Developer any opportunity to cure the breach, effective immediately upon Developer's receipt of a notice of termination, upon the occurrence of any of the following events:

(a) Developer or its Owner shall become insolvent, make an assignment for the benefit of creditors, or shall give oral or written notice to Sonic of Developer's intent to file a voluntary petition under any bankruptcy law; a final judgment aggregating in excess of Five Thousand Dollars ($5,000) against Developer's property remains unpaid for thirty (30) days; any suit to foreclose any lien is instituted against Developer and is not dismissed within thirty (30) days; or any assets of Developer are sold after being levied thereupon by sheriff, marshal, or a constable;

(b) Developer fails in any respect to comply with any portion of the Development Schedule, unless such failure is due to extraordinary events beyond the control of Developer (such as acts of God, war and the like, but exclusive of matters involving the financial wherewithal of Developer);

(c) Developer or any of its Owners makes an unauthorized transfer in breach of this Agreement;

(d) any assets, property, or interests of Developer or its Owner are blocked under any law, ordinance, or regulation relating to terrorist activities, or Developer or its Owner is otherwise in violation of any such law, ordinance, or regulation;

(e) Developer or any Owner is convicted of or pleads no contest to a felony or a crime involving moral turpitude;

(f) Developer or any Owner is convicted or pleads no contest to any other crime or offense, or engages in any other dishonest, unethical or illegal conduct, which, in Sonic's opinion, is reasonably likely to adversely affect the reputation of any Sonic Restaurant, the Proprietary Marks, the goodwill associated therewith, or Sonic's rights therein;

(g) Developer makes, or has made, any misrepresentation to Sonic in connection with obtaining this Agreement, any site submission hereunder, or any Sonic License Agreement;

(h) Developer or any of its Owners or Affiliates breaches or is in default under, or Sonic terminates before its term expires (regardless of the reason), the Existing License Agreement, any other Sonic License Agreement, or any other agreement between Sonic (or any of its Affiliates) and Developer (or any of its Owners or Affiliates) relating to any Sonic Restaurant; or

(i) Developer fails to comply with any other provision of this Agreement.

9.02 Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement: (a) Developer will have no right to develop or operate any Developer Restaurant for which a Sonic License Agreement has not been signed by Sonic; and (b) Sonic will be entitled to own and operate, and license any other Person to own and operate, a Sonic Restaurant in the Development Area, except as may be otherwise provided under any Sonic License Agreement then in effect.

10. INCORPORATION OF OTHER TERMS. Sections 10 (Confidential Information), 17 (Restrictive Covenants), 18 (Independent Contractor and Indemnification), 19 (Notices), 20 (Interpretation and Enforcement) and 23 (Applicable Laws and Jurisdiction; Waiver of Jury Trial; Limitations) of the Existing License Agreement **[Section references to be updated if the Existing License Agreement is not the 2023 form]** are incorporated by reference in this Agreement, with all reference to Licensee and its Owners being deemed to refer to Developer and its Owners, and those provisions will govern all aspects of the relationship between Sonic and Developer and the construction of this Agreement as if fully restated within the text of this Agreement. This Agreement, together with the Existing License Agreement, and all addenda, appendices, and amendments hereto and thereto constitute the entire agreement between the parties and supersede all prior and contemporaneous, oral or written agreements or understandings of the parties relating to the subject matter of this Agreement. However, nothing in this Agreement or any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

Executed on the dates set forth below, to have effect as of _____, 20___.

Licensor: **SONIC FRANCHISING LLC**

By:_____
(Vice) President
Date: _____, 20___

Licensee: _____

By:_____
_____, Managing Member
Date: _____, 20___

EXHIBIT A

DEVELOPMENT SCHEDULE

Date by Which the Restaurants Must be Opened and Continuously Operating for Business in the Territory	Annual Number of Restaurants to be Opened	Cumulative Number of Restaurants Required to be Open and Continuously Operating for Business in the Development Territory

EXHIBIT B

DEVLOPMENT AREA

Area	#	Mile Radius	Latitude/ Longitude	City	State	County Reference	DMA Reference
1.	MP # MDA # Site # Restaurant #						
2.	MP # MDA # Site # Restaurant #						

EXHIBIT C

STATEMENT OF LEGAL COMPOSITION FOR AN INDIVIDUAL/CORPORATION/PARTNERSHIP/LIMITED LIABILITY COMPANY

Developer hereby represents and warrants that the ownership and/or legal composition of Developer is as follows:

1. Developer is individually-owned / a corporation / a sub-chapter S corporation / a partnership / a limited liability company] duly organized and existing under the laws of the State of _____ and organized on _____.

   Name of individual / corporation / sub-chapter S corporation / partnership / limited liability company: _____

   Principal business address (no PO Box #s): _____

2. The names and addresses of the Owners are as follows:

Name & Title	Mailing Address	Email Address	Phone #	% Ownership

The names and addresses of the Owners of [if owned by another entity] are as follows:

Name & Title	Mailing Address	Email Address	Phone #	% Ownership

3. The following Owner will spend full time in active management:

Name & Title	Mailing Address	Email Address	Phone #

PLEASE SUBMIT A COPY OF THE ORGANIZATION DOCUMENTS, IF APPLICABLE: Include Articles of Incorporation, Partnership Agreement, Limited Liability Company Operating Agreement, Bylaws, Certificate of Authority to do business in the state in which the Licensed Business will be operated (if a foreign corporation, partnership or LLC), copies of all issued and outstanding stock certificates (front and back), copies of all cancelled stock certificates (front and back) and other applicable organization documents to confirm the legal composition of the LICENSEE.

EXHIBIT C-2
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT
NUMBER 23 DEVELOPMENT AGREEMENT INCENTIVES AMENDMENT

SONIC RESTAURANT

Number 23 Development Agreement Incentives Amendment

This Incentives Amendment to the Number 23 Development Agreement (the "**Amendment**") is made and entered into on _____ (the "**Effective Date**"), by and between **SONIC FRANCHISING LLC** ("**Sonic**," "**we**," "**us**," or "**our**") and _____ ("**Developer**," "**you**" or "**your**").

BACKGROUND

A. Simultaneously with signing this Amendment, we and you are signing a Number 23 Development Agreement dated as of the date hereof (the "**Development Agreement**") granting you the right to develop SONIC® Restaurants (each a "**Restaurant**" and collectively, the "**Restaurants**") in the Development Area. All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

B. Before developing and operating each Restaurant that you agree to open under the Development Agreement, you must sign the then-current form of License Agreement (each a "**License Agreement**" and, collectively, the "**License Agreements**").

C. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the License Agreements to reflect incentives we currently offer to developers entering into new development agreements, including an initial license fee credit and a temporary royalty fee reduction.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Application of Amendment**. We and you are signing this Amendment because we and you are signing the Development Agreement on or before March 31, 2023, and the Restaurants you develop under the Development Agreement may be eligible for one or more of the incentive programs described in this Amendment, if you meet the program's conditions. Therefore, notwithstanding Section 3 of the Development Agreement, we agree that the License Agreement that we and you sign for any Restaurant developed under the Development Agreement will reflect the terms of the applicable incentive program described in this Amendment, if you meet the program's conditions.

2. **[If New & Developing Markets Incentive applies:] New & Developing Markets Incentive**. Because we and you are signing this Amendment before March 31, 2023 for your right to develop one or more Restaurants located in a geographic area we have identified as a "New and Developing Market," each Restaurant you develop under the Development Schedule will receive the benefits of our New & Developing Markets Incentive (the "**NDM Incentive**") if, with respect

to that Restaurant, you (i) open and begin operating that Restaurant in accordance with the applicable License Agreement on or before the earlier of the deadline in the Development Schedule or December 31, 2025 (the "**Applicable Opening Deadline**"), (ii) provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within one hundred twenty (120) days after the Restaurant first opens for business, and (iii) build that Restaurant in the design, to the specifications, and at the location approved by us in accordance with the applicable License Agreement. You acknowledge that if you fail to satisfy the conditions in (i) through (iii) above, then the NDM Incentive, including the ILF Credit and royalty reduction set forth below, will not apply to that Restaurant.

a. Initial License Fee Credit. Under the NDM Incentive, you will pay the full initial license fee when you sign the License Agreement for each Restaurant. However, under that License Agreement we will credit Thirty Thousand Dollars ($30,000) from the initial license fee you paid (the "**ILF Credit**") towards the royalties owed under that License Agreement when you open that Restaurant.

b. Royalty. Under the NDM Incentive, with respect to any Restaurant that you develop under the Development Agreement within a New & Developing Market, then the License Agreement for that Restaurant will provide the following royalties:

Duration of Effective Royalty Fee	Effective Royalty Fee
From Opening to Month 48	2.5%
Month 49 to Month 60	4.0%
Month 61 and remainder of the term	5.0%

a. SMF Contribution. Under the NDM Incentive, with respect to any Restaurant that you develop under the Development Agreement within a Core Market, then the License Agreement for that Restaurant will provide the following SMF contribution:

Years After Opening	New &Developing Markets
Year 1	Standard Rate Less 2.5%
Year 2	Standard Rate Less 2.5%
Year 3	Standard Rate Less 2.5%
Year 4	Standard Rate Less 2.5%
Year 5	Standard Rate Less 2.0%
Year 6 and remaining term	Standard rate

3. **[If Core Markets Incentive applies:] Core Markets Incentive**. Because we and you are signing this Amendment before March 31, 2024 for your right to develop one or more Restaurants located in a geographic area we have identified as a "Core Market," each Restaurant you develop under the Development Schedule will receive the benefits of our Core Markets Incentive (the "**Core Markets Incentive**") if, with respect to that Restaurant, you (i) open and begin operating that Restaurant in accordance with the applicable License Agreement on or before the earlier of the deadline in the Development Schedule or December 31, 2026 (the "**Applicable Opening Deadline**"), (ii) provide to us a report, in the format and containing the information that

we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within one hundred twenty (120) days after the Restaurant first opens for business, and (iii) build that Restaurant in the design, to the specifications, and at the location approved by us in accordance with the applicable License Agreement. You acknowledge that if you fail to satisfy the conditions in (i) through (iii) above, then the Core Markets Incentive, including the ILF Credit and royalty reduction set forth below, will not apply to that Restaurant.

a. Initial License Fee Credit. Under the Core Markets Incentive, you will pay the full initial license fee when you sign the License Agreement for each Restaurant. However, under that License Agreement we will credit Thirty Thousand Dollars ($30,000) from the initial license fee you paid (the "**ILF Credit**") towards the royalties owed under that License Agreement when you open that Restaurant.

b. Royalty. Under the Core Markets Incentive, with respect to any Restaurant that you develop under the Development Agreement within a Core Market, then the License Agreement for that Restaurant will provide the following royalties:

Duration of Effective Royalty Fee	Effective Royalty Fee
From Opening to Month 12	1.0%
Month 13 to Month 24	2.0%
Month 25 to Month 36	3.0%
Month 37 to Month 48	4.0%
Month 49 and remainder of the term	5.0%

c. SMF Contribution. Under the Core Markets Incentive, with respect to any Restaurant that you develop under the Development Agreement within a Core Market, then the License Agreement for that Restaurant will provide that the SMF contribution shall be reduced by 1% for the first three (3) years of operations, and then will be the standard SMF contribution rate for the remainder of the term.

4. **Miscellaneous**. The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Development Agreement. If there is an inconsistency between this Amendment and the Development Agreement, the terms of this Amendment shall control. This Amendment, together with the Development Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Development Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, the parties have executed this Incentive Amendment the dates written below.

Sonic: **SONIC FRANCHISING LLC**

By:_____
Name: _____
Title: _____
Date: _____, 20___

Developer: _____

By:_____
Name: _____
Title: _____
Date: _____, 20___

EXHIBIT D
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made and entered into this ___ day of _____, 20__, by and between Sonic Franchising LLC, a Delaware limited liability company ("Sonic"), and _____ ("Candidate") (hereafter Sonic and Candidate may also be jointly and severally referred to as "Party" or "Parties").

W I T N E S S E T H:

WHEREAS, Sonic and its affiliates are the franchisor of Sonic Drive-Ins; and

WHEREAS, the Parties are exploring the desirability and feasibility of entering into development agreements and/or franchise agreements with each another (the "Purpose"); and

WHEREAS, in order to fulfill the Purpose, the Parties must provide certain proprietary and personal information to each other.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information Defined. To facilitate the Purpose, the Parties may disclose to each other certain unique, proprietary and financial confidential information, including, but not limited to:

a) methods and procedures for preparing food and beverage products,
b) confidential recipes for food products,
c) designs, drawings and specifications for interior and exterior signs, designs, layouts, and color schemes,
d) methods, techniques, formats, systems, specifications, procedures, trade secrets, sales and marketing programs and information,
e) business, financial, operational and technical information,
f) customer and supply partner lists,
g) pricing information,
h) intellectual property, and
i) software codes,

in whatever form (tangible, intangible, written, electronic or otherwise) (collectively the "Confidential Information"). The Confidential Information does not include information that is public at the time of disclosure, information lawfully in possession of a Party immediately prior to disclosure, or information lawfully obtained from a person or entity other than the Parties.

2. Use of Confidential Information. In consideration of the Parties' willingness to disclose the Confidential Information to each other, the Parties shall use the Confidential Information solely for the Purpose and shall not copy the Confidential Information regardless of media except as reasonably necessary to accomplish the Purpose. The Parties shall not use the Confidential Information in any business or capacity or for the benefit of any person and shall not disclose the Confidential Information to any unauthorized person or entity, except in accordance with this Agreement either during or after this Agreement's term.

3. Term. The term of this Agreement shall expire five years from the date of this Agreement.

4. Return of Confidential Information. Upon the sooner of termination of this Agreement or a Party's written request, each Party shall immediately return all the Confidential Information to the other Party, together with a certification that said Party either: (a) has destroyed all other copies of the Confidential Information; or (b) made no other copies of the Confidential Information except for the copies returned to the requesting Party.

5. Nature of Confidential Information. The Parties acknowledge the confidential, proprietary and trade secret nature of the Confidential Information. The Parties shall hold and safeguard the Confidential Information to the same extent that each Party safeguards similar confidential information in its own affairs and at least to the same extent that a reasonably prudent business would under similar circumstances. The Parties shall take all reasonable steps to ensure that their employees, agents, and all other persons having access to the Confidential Information observe and perform the confidentiality provisions of this Agreement. If any person serves a subpoena or other legal process concerning the Confidential Information while it is in that Party's possession, the Party receiving the subpoena or other legal process shall give written notice of that fact to the other Party and shall fully cooperate, at the expense of the Party owning the Confidential Information, in any lawful effort by that Party to contest the legal validity of the subpoena or other legal process. The Parties shall give each other written notice of any circumstances in which the Parties have actual notice of any access, possession or use of the Confidential Information not authorized by this Agreement.

6. Mutual Indemnity by the Parties. Each Party agrees to indemnify and hold the other Party providing the Confidential Information harmless against any losses, damages, costs, expenses, claims or actions, including reasonable attorneys' fees and costs, directly or indirectly caused by any breach of this Agreement by the Party who receives Confidential Information or by any person who gains access to the Confidential Information through a receiving party. In addition, the Party who receives Confidential Information shall pay to the disclosing Party any compensation realized by the receiving Party resulting from any breach of this Agreement by the Party receiving Confidential Information or by any person who gains access to the Confidential Information through the receiving Party. Because of the confidential and proprietary nature of the Confidential Information, the Parties acknowledge that any breach of the confidentiality provisions of this Agreement would cause irreparable harm and, therefore, the Parties shall have the right to seek and obtain injunctive and other equitable relief prohibiting the violation or threatened violation of this Agreement. For purposes of this Agreement, the Parties and their respective subsidiaries and affiliates may enforce this Agreement to the same extent as the Parties.

7. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with regard to the Confidential Information and replaces and supersedes all other written and oral agreements and statements of the Parties relating to the Confidential Information.

8. Waiver. The failure of a Party to insist in any instance on the performance of any term or condition of this Agreement shall not operate as a waiver of any future performance of that term or condition.

9. Governing Law. Notwithstanding the place where the Parties execute this Agreement, the internal laws of the State of Georgia, without regard to its conflicts of laws rules, shall govern the construction of the terms and the application of the provisions of this Agreement.

10. Dispute Resolution. Candidate agrees that jurisdiction over Candidate exists and is proper within the county where the corporate headquarters of Sonic are located and within any and all courts, whether federal, state, or local, located within that county, and venue for any matter, claim, or cause of action relating to this Agreement, the Parties' business activities conducted as a result of this Agreement, or the Parties' relationship or business dealings with one another generally, including all disputes and litigation pending or in existence as of the date of this Agreement, shall only exist and is only proper within the same county where the corporate headquarters of Sonic are located and within any and all courts, whether federal, state, or local, located within that county. Candidate waives any and all defenses and objections, and Candidate agrees not to assert any defense or objection, to jurisdiction over Candidate and to venue as described hereinabove regarding any action, proceeding, or litigation involving the Parties. The Parties agree that any and all breaches of this Agreement, including breaches occurring after termination, cancellation, or expiration of this Agreement, shall be deemed to have occurred where the corporate headquarters of Sonic are located. SONIC AND CANDIDATE WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY. The prevailing Party in any litigation or other proceeding arising under or relating to this Agreement shall have the right to an award of its reasonable attorneys' fees, costs, and expenses incurred in connection with such litigation or other proceeding.

11. Headings. The headings used in this Agreement appear strictly for the Parties' convenience in identifying the provisions of this Agreement and shall not affect the construction or interpretation of the provisions of this Agreement.

12. Binding Effect. This Agreement binds and inures to the benefit of the Parties and their respective successors, legal representatives, heirs, and permitted assigns.

13. Severability. If an arbitrator holds any provision of this Agreement invalid or ineffective, such holding shall not affect the remainder of this Agreement. If an arbitrator holds any provision of this Agreement too broad to allow enforcement of the provision to its full extent, the arbitrator shall have the power and authority to enforce the provision to the maximum extent permitted by law and may modify the scope of the provision accordingly pursuant to an order of the arbitrator.

14. Amendments. No amendments to this Agreement shall become effective or binding on the parties, unless agreed to in writing by a duly authorized representative of each of the Parties to be bound by the amendment.

15. Notices. "Notice Address" shall be:

(a) If to Sonic at: Three Glenlake Pkwy NE
Atlanta, Georgia 30328
Attention: General Counsel

(b) If to Candidate at: _____
_____

or at such other address as Parties shall have specified by notice to the other Party. All notices shall be in writing and shall be duly given and deemed effective as follows:

(i) if by hand delivery to a notice address, notice shall be effective upon delivery,

(ii) if sent by receipted, overnight delivery service to a notice address, notice shall be effective the earlier of receipt by addressee or 24 hours from deposit with the delivery service, or

(iii) if by registered or certified, postage prepaid mail to a notice address, notice shall be effective upon receipt at the notice address.

This Agreement is executed and delivered as the day and year first written above.

Sonic: Sonic Franchising LLC

By: _____

(Vice) President

Candidate: By: _____

(Vice) President

EXHIBIT E-1
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEES AND THEIR SONIC DRIVE-INS

Franchisees and Their Sonic Restaurants

State	City	Location	Address	Zip	Phone	Entity
AK	Anchorage	6818	1137 Huffman Road	99515	907-336-0006	SOUTH ANCHORAGE DRIVE-IN, LLC
AK	FAIRBANKS	6781	420 MERHAR AVENUE	99701	907-328-3647	FAIRBANKS DRIVE-IN L.L.C.
AK	WASILLA	6730	2051 EAST SUN MOUNTAIN AVENUE	99654	907-357-8687	WASILLA DRIVE-IN, LLC
AL	ALEXANDRIA	3801	6401 US HIGHWAY 431N	36250	256-820-2628	HOPPER'S, INC.
AL	ANDALUSIA	1534	306 EAST THREE NOTCH STREET	36420	334-222-1443	ARMON MOMENPOUR/HOOSHANG MOMENPOUR
AL	ANNISTON	3626	1529 GREENBRIAR DEAR RD	36207	256-831-9059	CBCSDI, LLC
AL	ANNISTON	3878	302 GLADE ROAD EAST	36206	256-847-0030	CBCSDI, LLC
AL	ANNISTON	4623	730 NOBLE STREET	36201	256-237-3336	CBCSDI, LLC
AL	ARAB	4573	431 NORTH MAIN STREET	35016	256-931-5533	DAVID W. COOPER/JAY W. COOPER
AL	ATMORE	6618	45 LAKEVIEW CIRCLE	36502	251-446-8696	QUALITY DRIVE-IN I, LLC
AL	ATTALLA	3802	311 THIRD STREET NW	35954	256-538-3344	CBCSDI, LLC
AL	BAY MINETTE	3424	205 MCMEANS AVENUE	36507	251-937-4472	QUALITY DRIVE-IN I, LLC
AL	BESSEMER	4544	732 ACADEMY DRIVE	35022	205-428-2002	CAS CAPITAL GROUP, LLC
AL	BIRMINGHAM	5143	143 FOUST COURT	35214	205-798-4477	CAS CAPITAL GROUP, LLC
AL	BIRMINGHAM	4182	1353 MONTCLAIR ROAD	35210	205-956-6061	STRAYLIGHT, LLC
AL	BIRMINGHAM	4782	9829 PARKWAY EAST	35215	205-853-0355	STRAYLIGHT, LLC
AL	BIRMINGHAM	5162	313 VALLEY AVENUE	35209	205-945-9622	STRAYLIGHT, LLC
AL	Birmingham	6866	30 Meadowview Dr	35242	205-637-6769	STRAYLIGHT, LLC
AL	BOAZ	4852	1888 US HIGHWAY 431 NORTH	35957	256-593-3312	HOPPER'S, INC.
AL	Brewton	6935	2082 Douglas Avenue	36426	251-286-6452	QUALITY DRIVE-IN I, LLC
AL	CALERA	6725	124 HIGHWAY 304	35040	205-690-8885	CALERA DRIVE-INRESTAURANT, LLC
AL	CENTRE	5055	1655 WEST MAIN	35960	256-927-3115	CBCSDI, LLC
AL	CHELSEA	5916	64 CHELSEA POINTE DRIVE	35043	205-678-5090	GREG MALATESTA
AL	CLANTON	1862	1103 N. SEVENTH ST	35045	205-280-0050	CAS CAPITAL GROUP, LLC
AL	CULLMAN	1051	1713 SECOND AVENUE SOUTHWEST	35055	256-734-3917	CAS CAPITAL GROUP, LLC
AL	DAPHNE	3339	1711 HIGHWAY 98	36526	251-626-5116	QUALITY DRIVE-IN I, LLC
AL	DECATUR	1901	2209 DANVILLE ROAD	35601	256-350-8433	R & N RESTAURANTS, LLC/BLAKE L. HAINES/DAVID R. WATSON
AL	DEMOPOLIS	1896	407 HIGHWAY 80 W	36732	334-289-5905	QUALITY DRIVE-IN I, LLC
AL	FAIRFIELD	4794	6625 AARON ARONOV DRIVE	35064	205-780-0330	CAS CAPITAL GROUP, LLC
AL	FAIRHOPE	3159	321 S. GREENO ROAD	36532	251-990-0900	QUALITY DRIVE-IN I, LLC
AL	FAYETTE	4035	204 2ND AVENUE NE	35555	205-932-8357	CAS CAPITAL GROUP, LLC
AL	FOLEY	3208	2401 S. MCKENZIE	36535	251-943-9741	QUALITY DRIVE-IN I, LLC
AL	FORT PAYNE	2023	511 GAULT AVENUE SOUTHEAST	35967	256-845-4578	MIKE JENNINGS/RONALD JENNINGS
AL	GREENVILLE	5919	712 WILLOW LANE	36037	334-382-1254	GREG MALATESTA

State	City	Location	Address	Zip	Phone	Entity
AL	HAMILTON	4077	407 MILITARY STREET SOUTH	35570	205-952-9727	CAS CAPITAL GROUP, LLC
AL	HARTSELLE	2182	588 HIGHWAY 31 NW	35640	256-773-0412	RONALD A. SOLBERG/PATRICIA A. SOLBERG/RALPH L. MASON (DECSD)
AL	HAYDEN	6727	15 RUSSELL AVENUE	35180	205-543-6927	HIGH TIDE OIL COMPANY, INC.
AL	HAZEL GREEN	5423	14171 HIGHWAY 231/431 NORTH	35750	256-829-9845	R & N RESTAURANTS, LLC/BLAKE L. HAINES/DAVID R. WATSON
AL	HOKES BLUFF	1555	5680 HIGHWAY 278 E	35903	256-492-2477	CBCSDI, LLC
AL	HUEYTOWN	3410	3040 ALLISON BONNETT MEM DR	35023	205-703-8517	CAS CAPITAL GROUP, LLC
AL	HUNTSVILLE	5467	6040 MOORES MILL ROAD	35811	256-852-0001	R & N RESTAURANTS, LLC/BLAKE L. HAINES/DAVID R. WATSON
AL	JACKSON	5848	2035 COLLEGE AVENUE	36545	251-246-3861	QUALITY DRIVE-IN I, LLC
AL	JACKSONVILLE	3937	1120 PELHAM ROAD S	36265	256-782-2919	CBCSDI, LLC
AL	JASPER	2285	2706 HIGHWAY 78 EAST	35501	205-221-7093	CAS CAPITAL GROUP, LLC
AL	LEEDS	3396	7701 PARKWAY DRIVE	35094	205-699-5525	STRAYLIGHT, LLC
AL	LIVINGSTON	3827	930 N. WASHINGTON	35470	205-652-6353	QUALITY DRIVE-IN I, LLC
AL	MADISON	6497	11396 COUNTY LINE ROAD	35756	256-777-6639	R & N RESTAURANTS, LLC/BLAKE L. HAINES/DAVID R. WATSON
AL	MOBILE	3176	951 MONTLIMAR DRIVE	36609	251-343-7500	QUALITY DRIVE-IN I, LLC
AL	MOBILE	3212	6450 COTTAGE HILL ROAD	36695	251-660-1179	QUALITY DRIVE-IN I, LLC
AL	MOBILE	3581	1461 SPRINGHILL AVENUE	36604	251-694-1900	QUALITY DRIVE-IN I, LLC
AL	MONROEVILLE	6445	3361 SOUTH ALABAMA AVE	36460	251-575-3770	QUALITY DRIVE-IN I, LLC
AL	Moody	6780	2700 Kelly Creek Road	35004	205-640-1110	HIGH TIDE OIL COMPANY, INC.
AL	NORTHPORT	1179	2910 LURLEEN B. WALLACE BLVD	35476	205-339-4136	QUALITY DRIVE-IN I, LLC
AL	NORTHPORT	2632	58 MCFARLAND BOULEVARD	35473	205-349-6117	QUALITY DRIVE-IN I, LLC
AL	ONEONTA	4044	1500 2ND AVENUE EAST	35121	205-274-4604	CBCSDI, LLC
AL	Opelika	6785	1450 Fox Run Parkway	36801	334-737-6027	Ganesha One LLC
AL	OXFORD	4577	1405 BARRY STREET	36203	256-832-5400	CBCSDI, LLC
AL	PELHAM	2787	3545 PELHAM PARKWAY	35124	205-663-9622	STRAYLIGHT, LLC
AL	PELHAM	3598	2226 PELHAM PARKWAY	35124	205-624-3185	STRAYLIGHT, LLC
AL	PELL CITY	4021	909 MARTIN STREET SOUTH	35128	205-814-0175	STRAYLIGHT, LLC
AL	Phenix City	6802	107 Compromise Court	36870	334-550-8302	FLSON, LLC
AL	RAINBOW CITY	1251	3218 RAINBOW DRIVE	35906	256-442-4779	HOPPER'S, INC.
AL	RAINSVILLE	5531	208 MAIN STREET EAST	35986	256-638-9100	ESCH, INC.
AL	ROBERTSDALE	4611	21841 HIGHWAY 59	36567	251-947-1050	QUALITY DRIVE-IN I, LLC
AL	RUSSELLVILLE	6295	15376 NEW JACKSON HIGHWAY NO.	35653	256-331-3422	M & F MANAGEMENT, LLP

State	City	Location	Address	Zip	Phone	Entity
AL	SARALAND	3476	619 HIGHWAY 43 SOUTH	36571	251-675-7404	QUALITY DRIVE-IN I, LLC
AL	SCOTTSBORO	1284	824 S. BROAD STREET	35768	256-259-6843	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
AL	SELMA	2914	2407 N. BROAD STREET	36701	334-875-2594	QUALITY DRIVE-IN I, LLC
AL	SEMMES	5636	7845 MOFFETT ROAD	36575	251-645-3254	QUALITY DRIVE-IN I, LLC
AL	SPANISH FORT	6474	30939 MILL LANE	36527	251-626-6417	QUALITY DRIVE-IN I, LLC
AL	SUMITON	4514	392 HWY 78	35148	205-648-5514	CAS CAPITAL GROUP, LLC
AL	SYLACAUGA	2880	500 WEST FORT WILLIAMS	35150	256-249-2593	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST
AL	TALLADEGA	3054	717 E. BATTLE STREET	35160	256-761-1950	STRAYLIGHT, LLC
AL	THOMASVILLE	5957	33775 HIGHWAY 43	36784	334-636-4702	QUALITY DRIVE-IN I, LLC
AL	TRUSSVILLE	3342	308 MAIN STREET	35173	205-655-5228	STRAYLIGHT, LLC
AL	TUSCALOOSA	3019	4505 EAST MCFARLAND BLVD	35405	205-758-5034	QUALITY DRIVE-IN I, LLC
AL	TUSCALOOSA	3047	3160 15TH STREET	35401	205-758-5641	QUALITY DRIVE-IN I, LLC
AL	VERNON	3321	44237 HWY 17 S	35592	205-695-0104	M & F MANAGEMENT, LLP
AL	Warrior	6911	9984 Cooper Drive	35180	(205) 543-6199	CAS CAPITAL GROUP, LLC
AL	WINFIELD	6607	2581 U.S. HWY 43	35594	205-487-0880	FLSON, LLC
AR	ALMA	1585	120 HIGHWAY 71 NORTH	72921	479-430-7283	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	ARKADELPHIA	1488	303 N. TENTH STREET	71923	870-246-5873	DWIGHT VAN DORN/JAMES F. GREEN/MARVIN D. JIROUS 2013 TRUST
AR	ASH FLAT	4166	150 HIGHWAY 62/412	72513	870-994-3490	MARC MACKENZIE (Dec'd)
AR	ASHDOWN	5085	990 S. CONSTITUTION AVE.	71822	870-898-8330	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	ATKINS	1599	1301 N CHURCH STREET	72823	479-641-1609	MARC MACKENZIE (Dec'd)
AR	BALD KNOB	3842	130 HIGHWAY 167	72010	501-724-2523	DALLAS BENSON/GREG ROWDEN/DONALD R. BENSON (DESCD)
AR	BARLING	4920	607 FORT STREET	72923	479-452-6909	CARL E. MARTIN/JAMES T. WILLIAMS
AR	BATESVILLE	1627	715 SAINT LOUIS STREET	72501	870-698-1500	EUGENE LONGWORTH/RICKY P. DAVIS
AR	BATESVILLE	3721	2920 HARRISON STREET	72501	870-307-0338	EUGENE LONGWORTH/RICKY P. DAVIS
AR	BATESVILLE	5805	50 STANLEY WOOD DRIVE	72501	870-251-3200	EUGENE LONGWORTH/RICKY P. DAVIS
AR	BEEBE	1644	1506 DEWITT HENRY DRIVE	72012	501-882-6666	BOBBY ROBINSON
AR	BEEBE	6722	36 US HIGHWAY 64 WEST	72012	501-232-2005	DECMAC OPERATIONS, LLC
AR	BELLA VISTA	3429	#2 SUGAR CREEK CENTER	72714	479-855-9367	ESCH, INC./ANTHONY J. SHERMAN
AR	BELLEFONTE	5786	3472 HIGHWAY 65 SOUTH	72601	870-365-0052	KENNETH V. SMITH/DAVID DEJARNETT
AR	BENTON	4775	1815 HIGHWAY 5 NORTH	72019	501-316-2441	ESCH, INC.
AR	BENTON	1606	1703 MILITARY ROAD	72015	501-778-5111	MASON HARRISON RATLIFF ENTERPRISES/DAVID HULL/EUGENE LONGWORTH/JAMES F. GREEN/PAMELA GENE FAUCHIER
AR	BENTONVILLE	1030	2502 S.E. 14TH STREET	72712	479-271-7224	ESCH, INC.

State	City	Location	Address	Zip	Phone	Entity
AR	BENTONVILLE	1028	208 S WALTON BLVD	72712	479-273-9406	ESCH, INC./MARK MOSES
AR	BERRYVILLE	1015	411 W. TRIMBLE STREET	72616	870-423-3717	ESCH, INC.
AR	BLYTHEVILLE	1010	711 NORTH 6TH STREET	72315	870-763-9304	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	BLYTHEVILLE	1026	1010 E. MAIN	72315	870-763-2601	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	BONO	5328	10314 HIGHWAY 63 NORTH	72416	870-934-9444	BRYSON CONSULTING, INC/SQ INDUSTRIES, INC.
AR	BOONEVILLE	1698	1524 EAST MAIN	72927	479-675-2464	DENNIS PORTER
AR	BRINKLEY	1645	1305 N CHARLYNE AVE	72021	870-734-2434	ARCG LLC
AR	BROOKLAND	6518	8100 HIGHWAY 49 NORTH	72417	870-935-8100	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	BRYANT	1711	2013 NORTH REYNOLDS ROAD	72022	501-847-0700	ESCH, INC.
AR	CABOT	1038	224 SOUTH SECOND STREET	72023	501-843-5979	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	CABOT	5258	3090 BILL FOSTER MEMORIAL DR	72023	501-941-0255	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	CABOT	5907	15357 HIGHWAY 5	72023	501-843-2060	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	CAMDEN	1724	670 CASH ROAD SOUTHWEST	71701	870-836-5800	FINNEGAN INVESTMENTS, INC./LESLYE DAVIS/TIM WILSON
AR	CARLISLE	4395	1495 NORTH BANKHEAD	72024	501-508-2077	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	CAVE CITY	4264	404 SOUTH MAIN STREET	72521	870-283-6650	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	CENTERTON	5153	360 E. CENTERTON BLVD.	72719	479-795-0370	ESCH, INC.
AR	CHARLESTON	4564	7 WEST MAIN	72933	479-965-8400	ESTATE OF G. RICHARD MITCHELL
AR	CLARKSVILLE	1760	674 SOUTH CRAWFORD	72830	479-754-2222	BILLY HELMS/CHARLES KYLE HELMS/JERRY E. VANDEGRIFT
AR	CLINTON	3225	1907 HIGHWAY 65 SOUTH	72031	501-745-2535	GALADCO, INC.
AR	CONWAY	3370	2710 PRINCE STREET	72034	501-327-2300	CARL E. MARTIN/JAMES T. WILLIAMS
AR	CONWAY	3542	1405 DAVE WARD DRIVE	72034	501-730-0202	CARL E. MARTIN/JAMES T. WILLIAMS
AR	CONWAY	3970	1201 OLD MORRILTON HWY	72032	501-764-1953	CARL E. MARTIN/JAMES T. WILLIAMS
AR	CONWAY	5048	1890 EAST OAK STREET	72032	501-336-0226	CARL E. MARTIN/JAMES T. WILLIAMS
AR	CORNING	1819	203 NORTH MISSOURI STREET	72422	870-857-3756	NORTH FORK HOLDINGS, L.L.C.
AR	CROSSETT	1732	401 EAST FIRST AVENUE	71635	870-364-5710	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
AR	DANVILLE	1939	1407 EAST 8TH STREET	72833	479-495-3400	MARC MACKENZIE (Dec'd)
AR	DARDANELLE	1934	216 UNION STREET	72834	479-229-2245	MARC MACKENZIE (Dec'd)/WAYNE HARRISON
AR	DE QUEEN	1884	823 E. COLLIN RAYE DRIVE	71832	870-642-8256	MYRA E. NEWTON/ROBERT NEWTON
AR	DEWITT	3846	1800 S. WHITEHEAD DRIVE	72042	870-946-8410	MARC MACKENZIE (Dec'd)
AR	DOVER	5176	6010 MARKET STREET	72802	479-498-0301	MARC MACKENZIE (Dec'd)
AR	DUMAS	1913	714 HIGHWAY 65 SOUTH	71639	870-382-2520	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	EAST END	5960	20864 ARCH STREET PIKE	72065	501-261-7340	ESCH, INC.

State	City	Location	Address	Zip	Phone	Entity
AR	EL DORADO	1948	1005 N. WEST AVENUE	71730	870-863-9491	MASON HARRISON RATLIFF ENTERPRISES/ALTON CUTCHALL/DONOVAN H. GRAVLEE, TRUSTEE/LESLYE DAVIS
AR	ENGLAND	4011	1003 EAST FORDYCE STREET	72046	501-842-2111	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	FARMINGTON	3473	225 WEST MAIN	72730	479-267-3535	KENSO, INC./JOHN R. FRIEND
AR	FAYETTEVILLE	5457	1443 MAIN DRIVE	72704	479-444-6707	ESCH, INC.
AR	FAYETTEVILLE	2055	1321 WEST MLK JR. BLVD.	72701	479-444-7858	KENNETH V. SMITH/DAVID DEJARNETT
AR	FAYETTEVILLE	3237	1801 CROSSOVER ROAD	72701	479-582-1969	KENSO, INC.
AR	FAYETTEVILLE	3467	1144 N. COLORADO DRIVE	72704	479-444-9404	KENSO, INC.
AR	FAYETTEVILLE	3957	2908 N. COLLEGE AVENUE	72703	479-575-0024	KENSO, INC./DAVID DEJARNETT
AR	FAYETTEVILLE	4645	2113 NORTH CENTER STREET	72727	479-643-2015	KENSO, INC./DAVID DEJARNETT
AR	FLIPPIN	3569	704 EAST MAIN STREET	72634	870-453-5727	MARC MACKENZIE (Dec'd)
AR	FORDYCE	2016	1103 NORTH EDGAR STREET	71742	870-352-5521	EUGENE LONGWORTH/JAMES F. GREEN/RICKY P. DAVIS
AR	FORREST CITY	2005	1811 NORTH DIVISION	72335	870-633-6350	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
AR	FORT SMITH	2011	3718 TOWSON AVENUE	72901	479-648-3700	CARL E. MARTIN/JAMES T. WILLIAMS
AR	FORT SMITH	3991	4315 BURROUGH ROAD	72916	479-646-4602	CARL E. MARTIN/JAMES T. WILLIAMS
AR	FORT SMITH	2030	2210 MIDLAND BOULEVARD	72904	479-782-5150	ESCH, INC./ROBERT J. PERKINS
AR	FORT SMITH	2052	3100 S. ZERO	72908	479-648-9555	GALE GARVIN/JAMES T. WILLIAMS
AR	FORT SMITH	2004	529 N. GREENWOOD AVENUE	72901	479-783-1639	JAMES T. WILLIAMS
AR	FORT SMITH	2017	3501 MASSARD ROAD	72903	479-452-0112	JAMES T. WILLIAMS
AR	FORT SMITH	2054	4730 GRAND AVENUE	72903	479-785-1765	JAMES T. WILLIAMS
AR	FOUNTAIN LAKE	5578	4311 PARK AVENUE	71901	501-318-0330	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	GASSVILLE	5427	7368 HIGHWAY 62 WEST	72635	870-435-7070	MARC MACKENZIE (Dec'd)
AR	GENTRY	3973	316 S. GENTRY BOULEVARD	72734	479-736-5525	ESCH, INC.
AR	GLENWOOD	2134	262 HIGHWAY 70 EAST	71943	870-356-2627	BARBARA BROWN
AR	GOSNELL	1087	100 TERRACE DRIVE	72315	870-532-5028	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	GRAVEL RIDGE	4836	14516 HIGHWAY 107	72076	501-392-8442	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	GRAVETTE	4183	702 FIRST AVENUE SE HIGHWAY 59	72736	479-787-6242	ESCH, INC.
AR	GREEN FOREST	3719	503 EAST MAIN	72638	870-438-4695	MARC MACKENZIE (Dec'd)
AR	GREENBRIER	2127	121 SOUTH BROADVIEW STREET	72058	501-679-5670	DENNIS PORTER/GALADCO, INC.
AR	GREENLAND	5559	186 N. CATO SPRINGS ROAD	72701	479-571-1400	KENSO, INC.
AR	GREENWOOD	1086	848 W. CENTER	72936	479-996-6114	ESCH, INC.
AR	GREERS FERRY	5421	8700 EDGEMONT ROAD	72067	501-825-8588	DENNIS PORTER
AR	GURDON	1089	508 NORTH ELM STREET	71743	870-353-2573	ESCH, INC.
AR	HAMBURG	3763	404 NORTH MAIN	71646	870-853-5475	MARC MACKENZIE (Dec'd)

State	City	Location	Address	Zip	Phone	Entity
AR	HARRISBURG	3407	207 WEST JACKSON STREET	72432	870-578-3223	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	HARRISON	2141	728 NORTH MAIN STREET	72601	870-741-5300	DAVID DEJARNETT/KENNETH V. SMITH/LEON E. BRILEY
AR	HARRISON	3289	1200 N. HIGHWAY 62 - 65	72601	870-741-1777	KENSO, INC./LEON E. BRILEY/STEVE ZAHN
AR	HASKELL	5431	5997 HIGHWAY 67	72015	501-860-7111	DAVID HULL/D KYLE HULL/EUGENE LONGWORTH
AR	HEBER SPRINGS	2168	1428 HIGHWAY 25B NORTH	72543	501-362-3355	EUGENE LONGWORTH/JAMES F. GREEN/RICKY P. DAVIS
AR	HOPE	2146	128 S. HARVEY	71801	870-777-4205	JAY JIROUS/DAVID RUSSELL/JANICE WINTERS/JEANETTE JIROUS
AR	HOT SPRINGS	6591	3701 MALVERN AVENUE	71901	501-701-4750	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	HOT SPRINGS	1100	3000 CENTRAL AVENUE	71913	501-321-9933	ESCH, INC.
AR	HOT SPRINGS	1120	1510 ALBERT PIKE	71913	501-623-5599	ESCH, INC.
AR	HOT SPRINGS	3291	4520 CENTRAL AVENUE	71913	501-781-2772	ESCH, INC.
AR	HOT SPRINGS	3693	1528 AIRPORT ROAD	71913	501-760-3372	ESCH, INC.
AR	HOT SPRINGS	4381	1515 MALVERN AVENUE	71901	501-321-9944	ESCH, INC.
AR	HOT SPRINGS VILLAGE	4111	4700 NORTH HIGHWAY 7	71909	501-984-5008	ESCH, INC.
AR	HUNTSVILLE	1113	306 EAST MAIN STREET	72740	479-738-1200	NORTH FORK HOLDINGS, L.L.C.
AR	JACKSONVILLE	1136	2031 N. FIRST STREET	72076	501-982-3663	ESCH, INC.
AR	JACKSONVILLE	5406	1808 WEST MAIN STREET	72076	501-241-2411	ESCH, INC.
AR	JONESBORO	5592	4405 EAST JOHNSON AVENUE	72405	870-933-2573	BRYSON CONSULTING, INC/SQ INDUSTRIES, INC.
AR	JONESBORO	3873	724 GEE STREET	72401	870-932-0131	DALLAS BENSON/SHIRLEY DEWITT/DONALD R. BENSON (DESCD)
AR	JONESBORO	2254	1215 E. JOHNSON AVENUE	72401	870-935-7850	DALLAS BENSON/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)/DONALD R. BENSON (DESCD)
AR	JONESBORO	2268	3330 E. NETTLETON	72401	870-932-0531	DALLAS BENSON/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)/DONALD R. BENSON (DESCD)
AR	JONESBORO	2287	2604 STADIUM BOULEVARD	72401	870-931-6433	DALLAS BENSON/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)/DONALD R. BENSON (DESCD)
AR	JONESBORO	5714	715 PARKER ROAD	72404	870-268-6561	DALLAS BENSON/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)/DONALD R. BENSON (DESCD)
AR	LAKE CITY	4585	1503 HWY 18	72437	870-237-4191	REBECCA A. DAVIS
AR	LEPANTO	5142	327 W. BROAD STREET	72354	870-475-2818	REBECCA A. DAVIS
AR	LITTLE ROCK	6425	11700 COLONEL GLENN ROAD	72211	501-217-3867	D.L. ROGERS CORP.
AR	LITTLE ROCK	1168	12214 WESTHAVEN DRIVE	72211	501-223-2332	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	LITTLE ROCK	2386	8100 GEYER SPRINGS	72209	501-562-4817	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
AR	LITTLE ROCK	3409	9420 RODNEY PARHAM	72227	501-227-8664	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	LITTLE ROCK	3451	14100 CANTRELL ROAD	72223	501-225-6122	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	LITTLE ROCK	3818	10200 MABELVALE PLAZA DR	72209	501-562-7494	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	LITTLE ROCK	3916	1101 SOUTH BROADWAY STREET	72202	501-370-9626	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	LITTLE ROCK	4012	10500 STAGECOACH ROAD	72210	501-407-0882	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	LITTLE ROCK	5197	2917 CANTRELL ROAD	72202	501-614-9742	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	LONOKE	1160	1696 NORTH CENTER STREET	72086	501-676-7275	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	LOWELL	3382	115 S BLOOMINGTON	72745	479-770-0656	ESCH, INC./ANTHONY J. SHERMAN/MARK MOSES
AR	MAGNOLIA	2440	1412 EAST MAIN	71753	870-234-4280	MASON HARRISON RATLIFF ENTERPRISES/DONOVAN H. GRAVLEE, TRUSTEE/DERREL D. RENFROW (DECSD)
AR	MAMMOTH SPRING	4002	212 HIGHWAY 63 NORTH	72554	870-625-7770	NORTH FORK HOLDINGS, L.L.C.
AR	MANILA	4199	747 FLEEMAN	72442	870-561-8787	REBECCA A. DAVIS
AR	MANSFIELD	5257	506 S. HIGHWAY 71 EAST	72944	479-928-1000	JOE MOORE/CYNTHIA L. HAMILTON
AR	MARIANNA	2480	86 FORREST AVENUE	72360	870-295-6600	LAPIDARY-SD1, LLC
AR	MARION	2533	139 BLOCK STREET	72364	870-739-3355	ELLEN CARAWAY
AR	MARSHALL	2586	919 HIGHWAY 65 NORTH	72650	870-448-3844	GALADCO, INC.
AR	MAUMELLE	1192	111 COMMONS DRIVE	72113	501-851-1840	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	MAYFLOWER	5152	618 HIGHWAY 365 SOUTH	72106	501-470-3200	CARL E. MARTIN
AR	MCCRORY	5963	101 EAST HIGHWAY 64	72101	870-731-0024	ARCG LLC
AR	MCGEHEE	3644	1203 HIGHWAY 65 SOUTH	71654	870-222-3838	MARC MACKENZIE (Dec'd)
AR	MELBOURNE	3903	654 EAST MAIN STREET	72556	870-368-4080	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	MENA	2463	1001 HIGHWAY 71 N	71953	479-437-3001	DENNIS PORTER
AR	MONTICELLO	2544	246 HIGHWAY 425 NORTH	71655	870-367-6476	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
AR	MORRILTON	5945	14 BRUCE STREET	72110	501-977-0767	MARC MACKENZIE (Dec'd)
AR	MOUNTAIN HOME	1189	1017 HIGHWAY 62 EAST	72653	870-424-3326	ESCH, INC.
AR	MOUNTAIN VIEW	2553	603 S.E. MAIN	72560	870-269-2944	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	MURFREESBORO	4307	325 E 13TH	71958	870-285-2972	ROBERTA J. BROWN/W. HERMAN BROWN
AR	NASHVILLE	3740	1220 S. 4TH STREET	71852	870-845-0258	BARBARA BROWN
AR	NEWPORT	1201	501 HIGHWAY 367 NORTH	72112	870-523-2440	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	NORTH LITTLE ROCK	1161	3610 CAMP ROBINSON	72118	501-753-2537	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	NORTH LITTLE ROCK	5937	13200 CRYSTAL HILLS RD	72113	501-771-7728	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	NORTH LITTLE ROCK	2612	2124 HIGHWAY 161	72117	501-955-1137	MARC MACKENZIE (Dec'd)
AR	OSCEOLA	2641	1480 W. KEISER AVENUE	72370	870-563-3189	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
AR	OZARK	1229	709 W. COMMERCIAL	72949	479-667-1164	ESCH, INC.
AR	PARAGOULD	5127	4711 W KINGSHIGHWAY	72450	870-240-8360	BRYSON CONSULTING, INC/SQ INDUSTRIES, INC.
AR	Paragould	6804	4407 Linwood Drive	72450	870-573-3167	BRYSON CONSULTING, INC/SQ INDUSTRIES, INC.
AR	PARAGOULD	1230	412 W. KINGS HIGHWAY	72450	870-239-4757	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	PARIS	2782	1305 EAST WALNUT	72855	479-963-3500	DENNIS PORTER
AR	PEA RIDGE	5009	201 NORTH CURTIS AVENUE	72751	479-451-1745	ESCH, INC.
AR	PEARCY	5346	112 WESTWEGO TERRACE	71964	501-767-2661	ESCH, INC.
AR	PERRYVILLE	4918	820 N. FOURCHE AVENUE	72126	501-889-2410	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	PIGGOTT	2762	310 EAST MAIN STREET	72454	870-324-4221	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	PINE BLUFF	2703	2407 S OLIVE STREET	71601	870-535-8666	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/JAMES R. BAGWELL
AR	PINE BLUFF	3779	3410 CAMDEN ROAD	71603	870-879-6338	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
AR	POCAHONTAS	2732	2303 HIGHWAY 67 SOUTH	72455	870-892-9961	DONALD R. BENSON (DESCD)
AR	PRAIRIE GROVE	4350	112 PITTMAN STREET	72753	479-846-2550	KENSO, INC./DAVID DEJARNETT
AR	PRESCOTT	1239	1245 WEST 1ST STREET NORTH	71857	870-887-6666	ESCH, INC.
AR	QUITMAN	5709	6250 HEBER SPRINGS ROAD WEST	72131	501-589-2380	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	RECTOR	4457	509 E 9TH STREET	72461	870-595-1002	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	ROCKPORT	3791	1627 HIGHWAY 270 WEST	72104	501-337-4100	D KYLE HULL/EUGENE LONGWORTH/JAMES F. GREEN/PAMELA GENE FAUCHIER
AR	ROGERS	1247	923 W. WALNUT	72756	479-636-1122	ESCH, INC.
AR	ROGERS	4211	4414 W WALNUT	72758	479-633-0076	ESCH, INC.
AR	ROGERS	5787	200 EAST NEW HOPE ROAD	72758	479-936-8727	ESCH, INC.
AR	ROGERS	3549	303 W HUDSON	72756	479-636-8507	ESCH, INC./MARK MOSES
AR	RUSSELLVILLE	2799	806 EAST 4TH STREET	72801	479-968-7800	DEBBIE BILYEU/DONNA HELMS
AR	RUSSELLVILLE	3765	2505 W. MAIN	72801	479-967-4549	DEBBIE BILYEU/DONNA HELMS
AR	RUSSELLVILLE	4535	3003 E PARKWAY DRIVE	72802	479-967-6271	DEBBIE BILYEU/DONNA HELMS
AR	SALEM	3998	HIGHWAY 62 AT HWY 9	72576	870-895-2226	MARC MACKENZIE (Dec'd)
AR	SEARCY	1202	1823 BEEBE-CAPPS EXPRESSWAY	72143	501-268-5010	DALLAS BENSON/DONALD R. BENSON (DESCD)
AR	SEARCY	5863	1201-A NORTH MAPLE STREET	72143	501-279-0000	DALLAS BENSON/GREG ROWDEN/DONALD R. BENSON (DESCD)
AR	SEARCY	2856	2005 EAST RACE AVENUE	72143	501-268-1191	DONALD R. BENSON (DESCD)
AR	SHERIDAN	1268	613 W. CENTER STREET	72150	870-942-5500	ESCH, INC.
AR	SHERWOOD	1286	5400 LANDERS ROAD	72117	501-945-6080	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	SHERWOOD	4162	4140 EAST KIEHL AVENUE	72120	501-834-5008	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	SHERWOOD	4201	8601 HWY 107	72120	501-834-0540	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
AR	SILOAM SPRINGS	2867	1134 HIGHWAY 412 W	72761	479-524-5800	MYRA E. NEWTON/ROBERT NEWTON
AR	SPRINGDALE	1275	1306 S. THOMPSON STREET	72764	479-756-8050	ESCH, INC.
AR	SPRINGDALE	2975	4723 W. SUNSET	72762	479-756-9554	ESCH, INC./MARK MOSES
AR	SPRINGDALE	3550	1328 E ROBINSON	72764	479-872-1682	ESCH, INC./MARK MOSES
AR	STAMPS	3455	1216 ANTIGO STREET	71860	870-533-2161	ROBERTA J. BROWN/W. HERMAN BROWN
AR	STAR CITY	3997	303 N. LINCOLN AVENUE	71667	870-628-5584	MARC MACKENZIE (Dec'd)
AR	STUTTGART	2860	1121 SOUTH MAIN STREET	72160	870-673-8700	MARC MACKENZIE (Dec'd)
AR	TEXARKANA	4894	1515 ARKANSAS BLVD.	71854	870-774-6990	THOMAS A. CURTIS
AR	TONTITOWN	5329	1062 W. HENRI DE TONTI BLVD.	72762	479-361-5755	KENNETH V. SMITH/DAVID DEJARNETT
AR	TRUMANN	3016	1104 HIGHWAY 69	72472	870-483-0430	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	VAN BUREN	1300	421 BROADWAY	72956	479-474-8218	ESCH, INC.
AR	VAN BUREN	3244	511 POINTER TRAIL EAST	72956	479-471-8777	ESCH, INC./MARK MOSES
AR	VILONIA	3456	1161 MAIN STREET	72173	501-796-4001	GALADCO, INC.
AR	WALDRON	3124	188 HIGHWAY 71 BYPASS SOUTH	72958	479-637-0066	DENNIS PORTER
AR	WALNUT RIDGE	1309	425 N.W. FOURTH	72476	870-886-5558	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
AR	WARREN	3093	103 WEST CENTRAL	71671	870-226-6822	GARY A. ADAMS/STEPHEN R. ADAMS
AR	WEST HELENA	3092	849 NORTH SEBASTIAN STREET	72390	870-572-3488	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
AR	WEST MEMPHIS	3087	120 WEST BROADWAY	72301	870-732-4452	ELLEN CARAWAY
AR	WHITE HALL	1312	8601 DOLLARWAY ROAD	71602	870-247-1500	ESCH, INC.
AR	WYNNE	3095	1771 N. FALLS BOULEVARD	72396	870-238-9611	RONALD A. SOLBERG/PATRICIA A. SOLBERG/ROBERT T. SOLBERG/RONALD T. SOLBERG/GARY JARRARD
AR	YELLVILLE	5994	404 HIGHWAY 62 EAST	72687	870-449-2600	DENNIS PORTER
AZ	ANTHEM	5575	41135 N. DAISY MOUNTAIN DRIVE	85086	623-551-2879	MASON HARRISON RATLIFF ENTERPRISES/SRI OPERATING COMPANY
AZ	APACHE JUNCTION	1007	875 WEST APACHE TRAIL	85120	480-982-5154	SW KARMA LLC
AZ	AVONDALE	1006	601 NORTH CENTRAL	85323	623-932-9100	SW KARMA LLC
AZ	AVONDALE	5512	10750 W. LOWER BUCKEYE ROAD	85323	623-388-5887	SW KARMA LLC
AZ	BUCKEYE	3845	1111 EAST HWY 85	85326	623-393-9690	SW KARMA LLC
AZ	BULLHEAD CITY	4095	1530 GRANDVIEW DRIVE	86442	928-704-9300	SW KARMA LLC
AZ	CAMP VERDE	4351	350 WEST CASTLE LANE	86322	928-567-7062	SW KARMA LLC
AZ	CASA GRANDE	3809	1392 E. FLORENCE BLVD.	85122	520-316-9067	B & B CONSULTANTS, INC.
AZ	CHANDLER	3639	444 WEST RAY ROAD	85225	480-857-4686	B & B CONSULTANTS, INC.
AZ	CHANDLER	6384	2050 S. ARIZONA AVENUE	85286	480-821-7384	B & B CONSULTANTS, INC.
AZ	CHINO VALLEY	4427	1154 NORTH HWY 89	86323	928-636-3967	SW KARMA LLC

State	City	Location	Address	Zip	Phone	Entity
AZ	COOLIDGE	5229	1517 N. ARIZONA BOULEVARD	85128	520-723-2019	B & B CONSULTANTS, INC.
AZ	COTTONWOOD	3385	1050 EAST STATE ROUTE 89A	86326	928-639-4769	SW KARMA LLC
AZ	EAGAR	5345	640 NORTH MAIN STREET	85925	928-333-3840	SW KARMA LLC
AZ	FLAGSTAFF	1073	2626 NORTH FOURTH STREET	86004	928-527-9245	SW KARMA LLC
AZ	FLAGSTAFF	1077	1327 E. BUTLER AVENUE	86001	928-773-1123	SW KARMA LLC
AZ	FLORENCE	5769	495 N. PINAL PARKWAY #107	85132	520-868-0266	B & B CONSULTANTS, INC.
AZ	GILBERT	3729	987 NORTH GILBERT ROAD	85234	480-503-1441	B & B CONSULTANTS, INC.
AZ	GILBERT	4949	689 N. ARIZONA AVENUE	85233	480-926-8448	B & B CONSULTANTS, INC.
AZ	GILBERT	4985	1654 E. WILLIAMS FIELD ROAD	85295	480-899-6700	B & B CONSULTANTS, INC.
AZ	GILBERT	5520	4075 SOUTH HIGLEY	85297	480-279-0189	B & B CONSULTANTS, INC.
AZ	GLENDALE	3525	6501 W. GLENDALE AVE	85301	623-842-4515	MASON HARRISON RATLIFF ENTERPRISES
AZ	GLENDALE	3528	13751 WEST GLENDALE AVENUE	85307	623-935-6198	MASON HARRISON RATLIFF ENTERPRISES
AZ	GLENDALE	3635	13916 N. 67TH AVE.	85381	623-334-3800	MASON HARRISON RATLIFF ENTERPRISES
AZ	GLENDALE	4122	8002 N 43RD AVENUE	85302	623-934-2700	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
AZ	GLENDALE	4132	5151 W PEORIA AVE	85302	623-915-6760	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
AZ	GOLDEN VALLEY	3712	5261 WEST HIGHWAY 68	86413	928-565-2255	SW KARMA LLC
AZ	GOODYEAR	6746	85 N ESTRELLA PKWY	85338	602-675-5831	SW KARMA LLC
AZ	KAYENTA	4341	HIGHWAY 160 WEST @ HWY 163	86033	928-697-8509	B & B CONSULTANTS, INC.
AZ	KINGMAN	1139	3000 EAST ANDY DEVINE	86401	928-753-1050	SW KARMA LLC
AZ	KINGMAN	1145	3762 STOCKTON HILL ROAD	86409	928-757-3200	SW KARMA LLC
AZ	MARICOPA	5697	21470 N. JOHN WAYNE PARKWAY	85139	520-316-6000	MASON HARRISON RATLIFF ENTERPRISES/SRI OPERATING COMPANY
AZ	MESA	3517	618 WEST SOUTHERN AVENUE	85210	480-649-5651	B & B CONSULTANTS, INC.
AZ	MESA	3563	6935 EAST BASELINE ROAD	85209	480-854-7573	B & B CONSULTANTS, INC.
AZ	MESA	3597	2935 SOUTH DOBSON ROAD	85202	480-491-7811	B & B CONSULTANTS, INC.
AZ	MESA	3863	1229 N. POWER ROAD	85207	480-807-5434	B & B CONSULTANTS, INC.
AZ	MESA	3963	647 E. MCKELLIPS ROAD	85203	480-964-8380	B & B CONSULTANTS, INC.
AZ	MESA	3993	1260 S. VAL VISTA	85204	480-325-2951	B & B CONSULTANTS, INC.
AZ	MESA	4507	3033 E MCKELLIPS ROAD	85213	480-854-9101	B & B CONSULTANTS, INC.
AZ	MESA	5295	4450 E. BROWN ROAD	85205	480-396-7576	B & B CONSULTANTS, INC.
AZ	MESA	5356	2847 S. ELLSWORTH ROAD	85212	480-380-9876	B & B CONSULTANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
AZ	MESA	5912	10060 EAST SOUTHERN AVENUE	85208	480-354-1251	B & B CONSULTANTS, INC.
AZ	MESA	1173	235 WEST UNIVERSITY	85201	480-649-7930	SW KARMA LLC
AZ	MIAMI	4565	2117 N. HWY 60	85539	928-425-3696	SW KARMA LLC
AZ	PAGE	5648	900 EAST HAUL DRIVE	86040	928-645-2747	SW KARMA LLC
AZ	PEORIA	1243	10969 NORTH 83RD AVENUE	85345	623-412-1500	MASON HARRISON RATLIFF ENTERPRISES
AZ	PEORIA	3800	8352 WEST UNION HILLS DRIVE	85382	623-572-4282	MASON HARRISON RATLIFF ENTERPRISES
AZ	PEORIA	6592	6753 WEST HAPPY VALLEY ROAD	85383	623-376-6255	MASON HARRISON RATLIFF ENTERPRISES
AZ	PEORIA	5066	8359 W. DEER VALLEY RD.	85382	623-561-2647	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
AZ	PHOENIX	3564	4302 E. CHANDLER BLVD.	85044	480-704-9151	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3571	1919 W. DEER VALLEY	85027	623-780-2330	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3577	6724 WEST THOMAS ROAD	85033	623-848-0826	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3589	5021 WEST MCDOWELL	85043	602-353-1371	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3674	9606 N. 19TH AVE.	85021	602-870-2947	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3676	734 E. GREENWAY PKWY	85022	602-547-0130	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3677	3330 E. THOMAS AVE.	85018	602-224-0830	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3681	3310 WEST BETHANY HOME ROAD	85017	602-336-1361	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3798	17238 N. 19TH AVE.	85023	602-942-2201	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3799	3411 WEST UNION HILLS DRIVE	85053	602-789-8949	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3819	748 E. MCDOWELL	85006	602-258-9320	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3864	7440 JESSE OWENS PKWY	85042	602-268-6904	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	5573	7745 SOUTH 51ST AVENUE	85339	602-237-8602	MASON HARRISON RATLIFF ENTERPRISES
AZ	PHOENIX	3895	4007 E. GREENWAY ROAD	85032	602-765-8690	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
AZ	PHOENIX	4312	4740 E. BASELINE RD.	85042	602-426-0733	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
AZ	PHOENIX	4056	10210 WEST INDIAN SCHOOL ROAD	85037	623-872-7773	SW KARMA LLC
AZ	PRESCOTT	1241	287 WEST WHIPPLE STREET	86301	928-778-2338	SW KARMA LLC
AZ	PRESCOTT VALLEY	3582	7438 PAV WAY	86314	928-775-4520	SW KARMA LLC
AZ	QUEEN CREEK	5521	3061 WEST HUNT HIGHWAY	85142	480-987-3356	B & B CONSULTANTS, INC./KENNETH MERRITT/MARY ROBIN STAMNOS
AZ	SCOTTSDALE	5036	2870 NORTH HAYDEN ROAD	85257	480-941-6096	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
AZ	SHOW LOW	1263	640 EAST DEUCE OF CLUBS	85901	928-537-2690	SW KARMA LLC
AZ	SIERRA VISTA	2888	3640 E. FRY BOULEVARD	85635	520-458-4530	STUART S. CAREY, SR./STUART J. CAREY, JR.

State	City	Location	Address	Zip	Phone	Entity
AZ	SURPRISE	5496	13924 N LITCHFIELD ROAD	85379	623-544-2904	MASON HARRISON RATLIFF ENTERPRISES
AZ	SURPRISE	6590	17181 WEST GREENWAY	85388	623-584-2419	MASON HARRISON RATLIFF ENTERPRISES
AZ	SURPRISE	5166	15471 WEST BELL ROAD	85374	623-584-5756	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
AZ	TAYLOR	5596	202 NORTH MAIN STREET	85939	928-536-2088	SW KARMA LLC
AZ	TEMPE	3994	630 W ELLIOTT ROAD	85283	480-897-0471	B & B CONSULTANTS, INC.
AZ	TEMPE	4107	1122 E BROADWAY ROAD	85281	480-902-1800	B & B CONSULTANTS, INC.
AZ	THATCHER	2885	2241 W. US HIGHWAY 70	85552	928-428-6333	B & B CONSULTANTS, INC.
AZ	TOLLESON	1299	9552 WEST VAN BUREN AVENUE	85353	623-936-3475	SW KARMA LLC
AZ	TUBA CITY	4901	HIGHWAY 160 & PESHLAKAI AVE	86045	928-283-6959	SW KARMA LLC
AZ	TUCSON	3045	2222 E. BROADWAY	85719	520-620-1920	B & P OPERATIONS, INC./STUART S. CAREY SR/STUART J. CAREY, JR.
AZ	TUCSON	3037	8000 EAST GOLF LINKS	85730	520-296-6262	DOCTOC, INC./KATHRYN A. CAREY/STUART S. CAREY, SR./STUART J. CAREY, JR.
AZ	TUCSON	3438	3800 NORTH FIRST AVENUE	85719	520-888-4769	KATHRYN A. CAREY/STUART S. CAREY, SR./STUART J. CAREY, JR.
AZ	TUCSON	3823	7940 N THORNEYDALE ROAD	85741	520-572-8100	KATHRYN A. CAREY/STUART S. CAREY, SR./STUART J. CAREY, JR.
AZ	TUCSON	3999	3255 W. ORANGE GROVE ROAD	85741	520-297-8279	KATHRYN A. CAREY/STUART S. CAREY, SR./STUART J. CAREY, JR.
AZ	TUCSON	4049	9439 E BROADWAY BLVD	85710	520-886-7140	KATHRYN A. CAREY/STUART S. CAREY, SR./STUART J. CAREY, JR.
AZ	TUCSON	3046	198 W. VALENCIA	85706	520-294-8188	STUART S. CAREY, SR./VALENCIA OPERATIONS, INC./STUART J. CAREY, JR.
AZ	TUCSON	3035	1001 W. GRANT ROAD	85705	520-628-1000	TUCSONIC OPERATING CO., INC./STUART S. CAREY, SR./KATHRYN A. CAREY/STUART J. CAREY, JR.
AZ	WINSLOW	1307	1520 EAST SECOND STREET	86047	928-289-3508	SW KARMA LLC
AZ	YUMA	4413	3120 S PACIFIC AVENUE	85365	928-726-0808	SW KARMA LLC
AZ	YUMA	6287	3075 SOUTH AVENUE B	85364	928-341-8498	SW KARMA LLC
CA	AMERICAN CANYON	5914	6055 MAIN STREET	94503	707-642-6081	COREY JOHN JORITZ/TEAM DRIVE IN AMERICAN CANYON, LLC
CA	ANAHEIM	1572	1632 LEMON STREET	92801	714-992-4500	SDI ANAHEIM #1, LLC
CA	ANDERSON	5609	5050 RHONDA ROAD	96007	530-365-9999	HPHM - ANDERSONCA, LLC/RED RIVER MANAGEMENT, L.L.C.
CA	APPLE VALLEY	5923	19398 BEAR VALLEY ROAD	92308	760-247-6616	DENISE LEE
CA	ATWATER	6467	1751 BELLEVUE ROAD	95301	209-357-9300	SCOTT MCMILLAN
CA	BAKERSFIELD	1029	1227 OLIVE DRIVE	93308	661-399-9100	SCOTT MCMILLAN
CA	BAKERSFIELD	1713	2031 WHITE LANE	93304	661-396-9100	SCOTT MCMILLAN
CA	BAKERSFIELD	3695	6701 WHITE LANE	93313	661-827-9100	SCOTT MCMILLAN
CA	BAKERSFIELD	3919	1401 23RD STREET	93301	661-324-9100	SCOTT MCMILLAN
CA	BAKERSFIELD	4016	13015 STOCKDALE HIGHWAY	93314	661-587-9400	SCOTT MCMILLAN
CA	BAKERSFIELD	4184	8875 ROSEDALE HIGHWAY	93312	661-587-6161	SCOTT MCMILLAN

State	City	Location	Address	Zip	Phone	Entity
CA	BAKERSFIELD	4478	8040 NILES STREET	93306	661-366-9100	SCOTT MCMILLAN
CA	BAKERSFIELD	4677	3220 TAFT HIGHWAY	93313	661-832-6161	SCOTT MCMILLAN
CA	BAKERSFIELD	5987	4601 MING AVENUE	93309	661-827-9600	SCOTT MCMILLAN
CA	BAKERSFIELD	1693	3701 MALL VIEW ROAD	93306	661-872-2800	STEVE BOTTOM/SUSAN BOTTOM
CA	BEAUMONT	6667	1610 EAST FIRST STREET	92223	951-845-4435	COAST TO COAST COMMERCIAL, LLC
CA	CAMP PENDLETON	6280	BUILDING 51095, BASILONE RD	92672	949-366-6900	SDISD-PENDLETON, LLC
CA	CATHEDRAL CITY	5583	30-777 DATE PALM DRIVE	92234	760-202-1999	STEVE BOTTOM/SUSAN BOTTOM
CA	CLOVIS	5090	1255 N. WILLOW AVENUE	93619	559-325-9100	SCOTT MCMILLAN
CA	CLOVIS	6320	1855 HERNDON AVENUE	93611	559-298-3000	SCOTT MCMILLAN
CA	CLOVIS	6468	263 WEST SHAW AVENUE	93612	559-322-9600	SCOTT MCMILLAN
CA	Coarsegold	6787	32025 Highway 41	30338	559-658-7664	Chukchansi Crossings Restaurant, Inc.
CA	CORONA	6448	1202 MAGNOLIA AVENUE, BLDG C	92881	951-739-4330	SDIR-CORONA, LLC
CA	COSTA MESA	6267	3095 HARBOR BOULEVARD	92626	714-445-0144	COAST TO COAST COMMERCIAL, LLC
CA	DELANO	6252	1900 CECIL AVENUE	93215	661-725-9100	SCOTT MCMILLAN
CA	DINUBA	6455	448 WEST EL MONTE WAY	93618	559-595-9100	SCOTT MCMILLAN
CA	DUARTE	6162	1070 E. HUNTINGTON DRIVE	91010	626-256-7902	COAST TO COAST COMMERCIAL, LLC
CA	EL CENTRO	4971	2299 N. IMPERIAL AVENUE	92243	760-353-0042	JOSE L. VALENCIA
CA	FRESNO	4680	4687 NORTH BLACKSTONE AVENUE	93704	559-221-9300	SCOTT MCMILLAN
CA	FRESNO	6350	3489 WEST SHAW AVENUE	93722	559-276-6161	SCOTT MCMILLAN
CA	FULLERTON	6285	441 NORTH PLACENTIA AVENUE	92831	714-223-1415	COAST TO COAST COMMERCIAL, LLC
CA	GILROY	5942	6921 CAMERON BOULEVARD	95020	408-846-6400	CINOS, INC.
CA	HANFORD	5465	246 SOUTH 12TH AVENUE	93230	559-589-9600	SCOTT MCMILLAN
CA	HAYWARD	6170	31187 MISSION BOULEVARD	94544	510-441-1125	CINOS, INC.
CA	HEMET	5880	3651 WEST STETSON	92545	951-652-4775	HEMET QSR OPERATIONS, LLC
CA	HUNTINGTON BEACH	6506	17811 BEACH BOULEVARD	92647	714-375-2815	COAST TO COAST COMMERCIAL, LLC
CA	INDIO	6498	42350 JEFFERSON STREET	92201	442-256-6206	BOPARAI/BOPARAI/VERMA
CA	KINGSBURG	6282	191 SIERRA STREET	93631	559-897-9700	SCOTT MCMILLAN
CA	Lathrop	6838	15107 Old Harlan Road	95330	209-234-5843	TBHCV LLC
CA	MADERA	5054	2105 N. SCHNOOR AVENUE	93637	559-673-0388	DENISE LEE
CA	MENIFEE	6484	30171 HAUN ROAD	92584	951-301-8556	SDIR-MENIFEE, LLC
CA	MERCED	4487	1101 W 18TH STREET	95340	209-383-3281	DENISE LEE
CA	MISSION VIEJO	6056	25502 JERONIMO ROAD	92691	949-472-4690	COAST TO COAST COMMERCIAL, LLC

State	City	Location	Address	Zip	Phone	Entity
CA	MODESTO	4881	1420 MCHENRY AVENUE	95350	209-525-8795	DENISE LEE
CA	MURRIETA	6014	39490 MURRIETA HOT SPRINGS	92563	951-813-3000	SDIR-MURRIETA, LLC
CA	NATIONAL CITY	6400	3007 HIGHLAND AVENUE	91950	619-336-0000	SDISD-NATCITY, LLC
CA	OROVILLE	6075	500 ORODAM BOULEVARD	95965	530-533-2324	HPHM - OROVILLECA, LLC
CA	PALMDALE	5964	40124 10TH STREET WEST	93551	661-267-0401	DENISE LEE
CA	PITTSBURG	6655	1400 NORTH PARK BOULEVARD	94565	925-252-9940	ELITE DRIVE-INS, LLC
CA	POMONA	6479	40 RIO RANCHO ROAD	91766	909-865-4728	COAST TO COAST COMMERCIAL, LLC
CA	RANCHO CUCAMONGA	6147	11370 4TH STREET	91730	909-481-1673	DENISE LEE
CA	RIALTO	6692	1060 WEST RENAISSANCE PARKWAY	92376	909-320-8614	COAST TO COAST COMMERCIAL, LLC
CA	RIPON	5007	1483 COLONY ROAD	95366	209-599-0127	SCOTT MCMILLAN
CA	RIVERSIDE	6483	9505 MAGNOLIA AVENUE	92503	951-689-0851	SDIR-RIVERSIDE, LLC
CA	ROSEVILLE	6522	913 PLEASANT GROVE BOULEVARD	95678	916-771-2071	SDISA-ROSEVILLE, LLC
CA	Sacramento	6690	8162 Delta Shores Circle South	95832	916-665-3005	ELITE BUINESS ENTERPRISES, INC
CA	SALINAS	6424	1080 NORTH DAVIS ROAD	93907	831-757-1362	CINOS, INC.
CA	SAN DIEGO	6378	5247 KEARNY VILLA ROAD	92123	858-694-0388	SDISD-KMESA, LLC
CA	SAN DIEGO	6444	2829 EL CAJON BOULEVARD	92104	619-285-3942	SDISD-NORTH PARK, LLC
CA	SAN JACINTO	6721	1810 SOUTH SAN JACINTO AVENUE	92583	951-765-3003	COAST TO COAST COMMERCIAL, LLC
CA	SAN MARCOS	6390	1215 GRAND AVENUE	92078	760-591-0025	SDISD-SAN MARCOS, LLC
CA	SANGER	6417	827 ACADEMY AVENUE	93657	559-399-8063	SCOTT MCMILLAN
CA	SANTA ANA	6066	3531 SOUTH FAIRVIEW STREET	92704	714-754-4418	COAST TO COAST COMMERCIAL, LLC
CA	Santa Rosa	6735	2245 SANTA ROSA AVENUE	95407	(707) 546 3604	ELITE DRIVE-INS, LLC
CA	SANTEE	5995	10515 MISSION GORGE ROAD	92071	619-448-8400	SDISD-SANTEE, LLC
CA	SHAFTER	4380	777 CENTRAL VALLEY HIGHWAY	93263	661-746-9100	SCOTT MCMILLAN
CA	STOCKTON	5426	10354 TRINITY PARKWAY	95219	209-474-0735	DENISE LEE
CA	TEHACHAPI	5397	1040 VALLEY BOULEVARD	93561	661-822-9099	SCOTT MCMILLAN
CA	TRACY	4808	3080 N. NAGLEE ROAD	95304	209-834-8108	DENISE LEE
CA	TULARE	4756	1400 HILLMAN STREET	93274	559-687-9400	SCOTT MCMILLAN
CA	TURLOCK	4731	2125 WEST MAIN STREET	95380	209-667-6658	SCOTT MCMILLAN
CA	TURLOCK	6105	3400 WEST MONTE VISTA	95380	209-632-6161	SCOTT MCMILLAN
CA	VACAVILLE	6207	151 BELLA VISTA ROAD	95687	707-451-4669	COREY JOHN JORITZ/TEAM DRIVE IN VACAVILLE, LLC

State	City	Location	Address	Zip	Phone	Entity
CA	VICTORVILLE	5800	11780 AMARGOSA ROAD	92392	760-949-8827	DENISE LEE
CA	VISALIA	5220	512 N. BEN MADDOX WAY	93292	559-732-9100	SCOTT MCMILLAN
CA	VISALIA	5820	3749 W. CALDWELL AVENUE	93277	559-739-9400	SCOTT MCMILLAN
CA	VISTA	6007	101 MAIN STREET	92084	760-940-9900	SDISD-VISTA, LLC
CA	WOODLAND	6555	1580 EAST MAIN STREET	95776	530-665-6659	TEAM DRIVE IN WOODLAND LLC
CA	YUBA CITY	6523	981 GRAY AVENUE	95991	530-777-9512	SDISA-YUBA CITY, LLC
CA	YUCCA VALLEY	6132	58145 29 PALMS HIGHWAY	92284	760-365-1190	SDISB-YUCCA VALLEY, LLC
CO	ARVADA	4379	6375 SHERIDAN BOULEVARD	80003	303-463-3075	RH DENVER ARVADA 4379, LLC
CO	AURORA	4818	1016 SOUTH ABILENE STREET	80012	303-306-6662	CEDAR HOLDINGS, LLC/RH ABILENE, LLC
CO	AURORA	5476	11658 E. COLFAX AVENUE	80010	303-364-3295	RH FITZSIMONS, LLC
CO	AURORA	4168	18501 E HAMPDEN	80013	303-400-7055	RH SEVEN HILLS, LLC
CO	AURORA	3797	18535 E SMOKY HILL ROAD	80015	303-766-3300	RH SMOKY HILL, LLC
CO	BENNETT	6879	1066 South First Street	80102	720-770-0134	RH Bennett, LLC
CO	BRIGHTON	4426	15120 BRIGHTON ROAD	80601	720-685-9501	RH BRIGHTON, LLC
CO	BROOMFIELD	5255	2440 WEST 128TH AVENUE	80020	720-887-3716	RH DENVER BROOMFIELD 5225, LLC
CO	CASTLE ROCK	3996	210 FOUNDERS PARKWAY	80104	303-663-6856	RH Castle Rock 3996 LLC
CO	CENTENNIAL	5652	11237 EAST ARAPAHOE PLACE	80112	303-790-0629	RH Centennial 5652 LLC
CO	CLIFTON	5666	3203 HIGHWAY 6 & 24	81520	970-434-2600	CLIFTON DRIVE-IN LLC
CO	COLORADO SPRINGS	5256	5250 NEW CAR DRIVE	80923	719-592-0111	RH DENVER SPRINGS 5256, LLC
CO	COMMERCE CITY	5541	10319 TOWER ROAD	80022	303-289-6950	RH REUNION, LLC
CO	CONIFER	5528	27171 MAIN STREET	80433	303-816-0056	RH Conifer 5528 LLC
CO	CORTEZ	1751	436 S. BROADWAY	81321	970-565-3102	MARY GONZALES
CO	DELTA	5339	45 STAFFORD LANE	81416	970-874-1112	DELTA DRIVE-IN-SDI LLC
CO	DENVER	5095	4403 S. TAMARAC PARKWAY BLDG 2	80237	720-488-1891	CEDAR HOLDINGS, LLC/RH TAMARAC, LLC
CO	DENVER	4390	7739 E ILIFF AVENUE	80231	303-283-9598	RH CHERRY CREEK, LLC
CO	DENVER	4461	2611 SOUTH BROADWAY	80223	720-570-8123	RH DENVER BROADWAY 4461, LLC
CO	DENVER	4127	1300 SSOUTH SHERIDIAN BLVD	80219	303-936-4110	RH DENVER SHERIDAN 4127, LLC
CO	DENVER	4667	4305 CHAMBERS ROAD	80239	303-371-0774	RH SABLE RIDGE, LLC
CO	DENVER	5740	3555 QUEBEC STREET	80207	303-399-9500	RH STAPLETON, LLC
CO	DENVER	6673	4671 NORTH TOWER ROAD	80249	720-621-8555	RH TOWER, LLC
CO	DURANGO	3388	240 E EIGHTH AVENUE	81301	970-247-8160	B & B CONSULTANTS, INC.
CO	EDGEWATER	4017	2463 SHERIDAN BOULEVARD	80214	303-232-5001	RH DENVER EDGEWATER 4017, LLC
CO	ELIZABETH	4450	130 S ELIZABETH	80107	303-646-9202	RH Elizabeth 4450 LLC
CO	ERIE	6674	2223 HIGHWAY 7	80516	720-503-9330	RH ERIE, LLC
CO	EVANS	4078	3300 23RD AVENUE	80620	970-330-7886	TOMMY M. FORD
CO	FEDERAL HEIGHTS	3558	9500 NORTH FEDERAL BLVD	80260	303-426-9722	RH DENVER FEDERAL HEIGHTS 3558
CO	FORT COLLINS	1076	1301 W. ELIZABETH	80521	970-493-4766	SDI OF FORT COLLINS #1, INC.

State	City	Location	Address	Zip	Phone	Entity
CO	FORT COLLINS	5524	3518 SOUTH TIMBERLINE ROAD	80525	970-226-0364	SDI OF FT. COLLINS #3, INC.
CO	FORT LUPTON	4317	809 FIRST STREET	80621	303-857-4376	TOMMY M. FORD
CO	FORT MORGAN	2029	200 W. PLATTE	80701	970-867-3200	TOMMY M. FORD
CO	GOLDEN	4415	17191 SOUTH GOLDEN ROAD	80401	303-279-2859	RH DENVER GOLDEN 4415, LLC
CO	GRAND JUNCTION	5921	2523 HIGHWAY 6 & 50	81501	970-241-9929	RIMROCK DRIVE-IN LLC
CO	GRAND JUNCTION	3640	2833 N AVENUE	81501	970-245-4302	SDI GRAND JUNCTION, INCORPORATED
CO	GREELEY	5809	5920 WEST 10TH STREET	80634	970-353-2118	TOMMY M. FORD
CO	LAKEWOOD	5032	12820 WEST ALAMEDA PKWY	80228	303-989-9992	RH DENVER LAKEWOOD 5032, LLC
CO	LAMAR	2362	1001 N. MAIN STREET	81052	719-336-9049	GARY A. ADAMS
CO	LITTLETON	5020	7561 SHAFFER PARKWAY	80127	303-972-1857	RH Ken Caryl 5020 LLC
CO	LONGMONT	3776	2339 NORTH MAIN STREET	80501	303-651-9613	RH DENVER LONGMONT 3776, LLC
CO	LOVELAND	3219	857 S. LINCOLN BOULEVARD	80537	970-669-4766	SDI OF LOVELAND #2, INC.
CO	LOVELAND	4048	120 WEST 45TH STREET	80538	970-461-5858	TOMMY M. FORD
CO	LOVELAND	4777	2305 EAST 13TH STREET	80537	970-461-5078	TOMMY M. FORD
CO	MONTROSE	4080	2710 ALPINE DRIVE	81401	970-252-9533	MONTROSE DRIVE-IN, LLC
CO	NORTHGLENN	3657	950 EAST 120TH AVENUE	80233	303-457-3012	RH DENVER NORTHGLEN 3657, LLC
CO	PAGOSA SPRINGS	5377	2501 EAGLE DRIVE	81147	970-731-3811	B & B CONSULTANTS, INC.
CO	PARKER	4428	16538 KEYSTONE BLVD, LOT 2B	80134	720-851-8879	RH Parker 4428 LLC
CO	PUEBLO	2722	401 S. SANTA FE	81003	719-544-0239	KENT WHITE/MICHELLE LEWIS/JASON WHITE
CO	PUEBLO	2734	2038 OAKSHIRE LANE	81001	719-542-8186	KENT WHITE/MICHELLE LEWIS/JASON WHITE
CO	PUEBLO	2786	2008 S. PUEBLO BOULEVARD	81005	719-561-9859	KENT WHITE/MICHELLE LEWIS/JASON WHITE
CO	PUEBLO	3948	2921 N ELIZABETH STREET	81008	719-583-1606	KENT WHITE/MICHELLE LEWIS/JASON WHITE
CO	PUEBLO WEST	3838	69 S DUNLAP DRIVE	81007	719-547-7641	KENT WHITE/MICHELLE LEWIS/JASON WHITE
CO	RIFLE	4970	675 WAPITI ROAD	81650	970-625-8553	RIFLE DRIVE-IN LLC
CO	STERLING	5187	421 N. CHESTNUT STREET	80751	970-522-5338	TOMMY M. FORD
CO	SUPERIOR	5278	2400 COALTON ROAD	80021	303-464-7400	RH FLATIRONS, LLC
CO	THORNTON	3600	3605 EAST 104TH AVENUE	80233	303-255-4668	RH DENVER THORNTON 3600, LLC
CO	THORNTON	4980	8711 WASHINGTON STREET	80229	303-288-7279	RH DENVER THORNTON 4980, LLC
CO	WESTMINSTER	5234	10051 WADSWORTH PARKWAY	80021	720-887-3366	RH DENVER WESTMINSTER 5234 LLC
CO	WINDSOR	4921	1150 MAIN STREET	80550	970-674-1921	TOMMY M. FORD
CT	BRISTOL	6797	1379 Farmington Avenue	06010	860-261-5799	SOAR RESTAURANTS II, LLC
CT	DANBURY	6839	172 WHITE ST	06810	203-628-7339	MIR SABBIR AHMED
CT	MANCHESTER	6293	90 BUCKLAND STREET	6042	860-646-4599	SOAR RESTAURANTS II, LLC
CT	MILFORD	6376	1365 OLD BOSTON POST ROAD	6460	203-874-1400	SOAR RESTAURANTS II, LLC
CT	NEW MILFORD	6742	291 DANBURY RD	06776	860-717-0430	MIR SABBIR AHMED

State	City	Location	Address	Zip	Phone	Entity
CT	WALLINGFORD	6243	1033 NORTH COLONY ROAD	6492	203-265-9001	SOAR RESTAURANTS II, LLC
DE	BRIDGEVILLE	5402	18757 U.S. HIGHWAY 13	19933	302-337-9830	MICHAEL IRONS/BARBARA IRONS
FL	AUBURNDALE	4916	415 MAGNOLIA AVENUE	33823	863-967-3583	QUALITY DRIVE-IN I, LLC
FL	BOYNTON BEACH	5546	320 WINCHESTER PARK BOULEVARD	33436	561-733-5311	QUALITY DRIVE-IN I, LLC
FL	BRADENTON	6485	6008 14TH STREET WEST	34207	941-752-5770	QUALITY DRIVE-IN I, LLC
FL	BRANDON	4721	1230 E. BRANDON BLVD	33510	813-571-2990	SWEETWATER FRANCHISE GROUP LLC
FL	CALLAWAY	1045	238 NORTH TYNDALL PARKWAY	32404	850-872-1314	QUALITY DRIVE-IN I, LLC
FL	CHIPLEY	5574	1588 MAIN STREET	32428	850-638-8866	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
FL	COCOA	4961	1112 CLEARLAKE ROAD	32922	321-631-4121	Drive-In Operations Cocoa, LLC
FL	CORAL SPRINGS	6653	6200 WEST SAMPLE ROAD	33063	754-229-6195	QUALITY DRIVE-IN I, LLC
FL	CRAWFORDVILLE	4081	2859 CRAWFORDVILLE HIGHWAY	32327	850-926-9292	FLSON, LLC
FL	CRESTVIEW	5156	1230 FERDON BOULEVARD NORTH	32536	850-682-3311	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
FL	Crystal River	6928	310 SE Kings Bay Drive	34429	352-364-9308	FLSON, LLC
FL	DEFUNIAK SPRINGS	4934	1508 U.S. HWY 331 SOUTH	32435	850-951-2711	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
FL	DESTIN	4685	34960 EMERALD COAST PKWY	32541	850-837-7054	QUALITY DRIVE-IN I, LLC
FL	DUNNELLON	5130	11351 N. WILLIAMS STREET	34432	352-522-0038	DUNNELLON DRIVE-IN #1 LLC
FL	EUSTIS	4815	15125 US HWY 441	32726	352-357-5371	EUSTIS DRIVE-IN #1 LLC
FL	FORT PIERCE	5587	2551 SOUTH JENKINS ROAD	34947	772-461-6309	QUALITY DRIVE-IN I, LLC
FL	FT MYERS	5422	555 PINE ISLAND ROAD	33903	239-995-5114	QUALITY DRIVE-IN I, LLC
FL	FT. MYERS	5435	8610 GLADIOLUS DRIVE	33919	239-267-5521	QUALITY DRIVE-IN I, LLC
FL	GAINESVILLE	6234	2162 NW 39TH AVENUE	32605	352-264-7675	SDI GAINESVILLE 39TH AVE, LLC
FL	GREENACRES	5545	6300 LAKEWORTH ROAD	33463	561-965-3800	QUALITY DRIVE-IN I, LLC
FL	GULF BREEZE	3420	3471 GULF BREEZE PARKWAY	32563	850-932-3202	QUALITY DRIVE-IN I, LLC
FL	HIALEAH GARDENS	6472	11900 HIALEAH GARDENS BLVD	33018	786-284-0069	AQSR HIALEAH, LLC
FL	HOLLY HILL	5128	1830 RIDGEWOOD AVENUE	32174	386-671-6252	QUALITY DRIVE-IN I, LLC
FL	HOMESTEAD	6222	2425 NE 8TH STREET	33033	786-284-0051	AQSR HOMESTEAD, LLC
FL	JACKSONVILLE	4120	7045 NORMANDY BLVD.	32205	904-786-8887	QUALITY DRIVE-IN I, LLC
FL	JACKSONVILLE	4280	9572 REGENCY SQUARE BLVD NORTH	32225	904-721-7119	QUALITY DRIVE-IN I, LLC
FL	JACKSONVILLE	4292	1500 FRUIT COVE ROAD	32259	904-230-1716	QUALITY DRIVE-IN I, LLC
FL	JACKSONVILLE	5286	6350 103RD STREET	32244	904-779-1317	QUALITY DRIVE-IN I, LLC

State	City	Location	Address	Zip	Phone	Entity
FL	JACKSONVILLE	5373	5080 BUTLER POINT ROAD	32256	904-281-9945	QUALITY DRIVE-IN I, LLC
FL	JACKSONVILLE	5451	11110 BEACH BOULEVARD	32246	904-642-5819	QUALITY DRIVE-IN I, LLC
FL	JENSEN BEACH	5565	3177 NW FEDERAL HWY	34957	772-692-2010	QUALITY DRIVE-IN I, LLC
FL	KEY WEST	6650	2312 NORTH ROOSEVELT	33040	786-284-0039	ANDREW PATRICK WENDT/PATRICIA PEARCE RHINE
FL	KISSIMMEE	6665	1051 CYPRESS PARKWAY	34758	407-846-0160	QUALITY DRIVE-IN I, LLC
FL	LAKE CITY	3981	1333 SW MAIN BLVD.	32025	386-754-6161	FLSON, LLC
FL	LAKE PARK	5784	201 NORTH CONGRESS AVE	33403	561-863-1490	QUALITY DRIVE-IN I, LLC
FL	LAKELAND	6669	5030 DAVE ROBBINS WAY	33812	863-815-7337	QUALITY DRIVE-IN I, LLC
FL	LAND O'LAKES	4954	2235 COLLIER PARKWAY	34639	813-949-8808	SWEETWATER FRANCHISE GROUP LLC
FL	LAUDERHILL	6223	8188 WEST COMMERCIAL BLVD.	33351	786-284-0067	AQSR LAUDERHILL, LLC
FL	LEESBURG	4622	1806 CITRUS BLVD	34748	352-315-9706	LEESBURG DRIVE-IN #1 LLC
FL	LITHIA	5535	16525 FISHHAWK BOULEVARD	33547	813-662-5335	SWEETWATER FRANCHISE GROUP LLC
FL	LONGWOOD	4887	155 EAST SR 434	32750	407-831-3663	DRIVE-IN OPERATIONS LONGWOOD, LLC
FL	LYNN HAVEN	1155	1508 OHIO AVENUE	32444	850-265-1633	QUALITY DRIVE-IN I, LLC
FL	MARY ESTHER	3177	471 MARY ESTHER BLVD	32569	850-243-7014	QUALITY DRIVE-IN I, LLC
FL	MELBOURNE	4506	555 S BABCOCK STREET	32901	321-409-5543	Drive-In Operations Babcock, LLC
FL	MELBOURNE	4361	4011 N WICKHAM ROAD	32935	321-242-2082	Drive-In Operations Wickham, LLC
FL	MERRITT ISLAND	6587	2140 N COURTENAY PARKWAY	32953	321-877-0728	Drive-In Operations Merritt, LLC
FL	MIAMI GARDENS	6312	2660 NW 199TH STREET	33056	786-284-0019	AQSR MIAMI GARDENS, LLC
FL	MIDDLEBURG	5567	2610 SOUTH BLANDING BOULEVARD	32068	904-589-9784	QUALITY DRIVE-IN I, LLC
FL	MILTON	3210	6173 HIGHWAY 90	32570	850-983-0402	QUALITY DRIVE-IN I, LLC
FL	NAPLES	5455	3585 TAMIAMI TRAIL EAST	34112	239-417-1462	QUALITY DRIVE-IN I, LLC
FL	OCALA	4213	2401 SW 19TH AVENUE ROAD	34471	352-291-2221	OCALA DRIVE-IN #1, LLC
FL	OCALA	5649	3450 SOUTHEAST MARICAMP ROAD	34471	352-624-2471	OCALA DRIVE-IN #2, LLC
FL	ORANGE CITY	6576	1221 SAXON BOULEVARD	32763	386-774-0963	QUALITY DRIVE-IN I, LLC
FL	ORANGE PARK	4505	908 BLANDING BLVD	32065	904-276-3686	QUALITY DRIVE-IN I, LLC
FL	ORANGE PARK	5411	1801 TOWN CENTER BOULEVARD	32003	904-264-6390	QUALITY DRIVE-IN I, LLC
FL	ORLANDO	4405	5399 INTERNATIONAL DRIVE	32819	407-352-0016	DRIVE-IN OPERATIONS I-DRIVE-IN, LLC
FL	ORLANDO	4529	242 SOUTH SEMORAN BLVD	32807	407-482-3456	DRIVE-IN OPERATIONS SEMORAN, LLC
FL	OVIEDO	5151	1055 BROADWAY STREET	32765	407-366-1069	DRIVE-IN OPERATIONS OVIEDO, LLC
FL	PACE	5287	4001 HWY 90	32571	850-995-1235	QUALITY DRIVE-IN I, LLC
FL	PALATKA	3855	414 NORTH HIGHWAY 19	32177	386-328-5455	FLSON, LLC

State	City	Location	Address	Zip	Phone	Entity
FL	PALM BAY	6566	1038 MALABAR ROAD SOUTHEAST	32909	321-953-5853	QUALITY DRIVE-IN I, LLC
FL	PANAMA CITY	1237	224 W. 23RD STREET	32405	850-763-2296	QUALITY DRIVE-IN I, LLC
FL	PANAMA CITY	5408	4239 NORTH HIGHWAY 231	32404	850-913-0356	QUALITY DRIVE-IN I, LLC
FL	PANAMA CITY BEACH	5602	11200 HUTCHISON BLVD	32407	850-233-7112	QUALITY DRIVE-IN I, LLC
FL	PANAMA CITY BEACH	6505	2021 THOMAS DRIVE	32408	850-233-4473	QUALITY DRIVE-IN I, LLC
FL	PARRISH	6597	8803 US HIGHWAY 301	34219	941-776-8135	QUALITY DRIVE-IN I, LLC
FL	PENSACOLA	1244	5889 N. NINTH AVENUE	32504	850-969-0938	QUALITY DRIVE-IN I, LLC
FL	PENSACOLA	3161	10 SOUTH NEW WARRINGTON ROAD	32507	850-453-3911	QUALITY DRIVE-IN I, LLC
FL	PENSACOLA	4099	1719 E. NINE MILE ROAD	32514	850-478-1765	QUALITY DRIVE-IN I, LLC
FL	PENSACOLA	4747	8986 PENSACOLA BLVD	32534	850-857-3650	QUALITY DRIVE-IN I, LLC
FL	PENSACOLA	5504	10411 SORRENTO ROAD	32507	850-455-6568	QUALITY DRIVE-IN I, LLC
FL	PENSACOLA	5557	3151 W. MICHIGAN AVE	32526	850-944-2501	QUALITY DRIVE-IN I, LLC
FL	PERRY	5620	1950 SOUTH JEFFERSON STREET	32348	850-584-3505	FLSON, LLC
FL	PINELLAS PARK	5021	7725 49TH STREET NORTH.	33781	727-914-6315	QUALITY DRIVE-IN I, LLC
FL	PLANT CITY	4861	2901 JAMES L. REDMAN PARKWAY	33566	813-754-0300	SWEETWATER FRANCHISE GROUP LLC
FL	PORT RICHEY	5264	6919 RIDGE ROAD	34668	727-815-8645	QUALITY DRIVE-IN I, LLC
FL	Quincy	6784	1321 West Jefferson Street	32351	850-627-1193	Jefferson 1321, LLC
FL	RIVERVIEW	5298	10033 BALM RIVERVIEW ROAD	33569	813-234-1492	SWEETWATER FRANCHISE GROUP LLC
FL	RIVERVIEW	5628	10251 BIG BEND ROAD	33578	813-741-0300	SWEETWATER FRANCHISE GROUP LLC
FL	SAINT AUGUSTINE	4975	704 E. GEOFFREY STREET	32086	904-808-4788	QUALITY DRIVE-IN I, LLC
FL	SAINT CLOUD	4175	4350 WEST 13TH STREET	34769	407-892-9355	DRIVE-IN OPERATIONS ST CLOUD, LLC
FL	SARASOTA	6602	3704 84TH AVENUE CIRCLE EAST	34243	941-907-6100	B&B UNIVERSITY PARKWAY FOODS, INC.
FL	SEBRING	6668	650 US HIGHWAY 27 NORTH	33870	863-385-5515	QUALITY DRIVE-IN I, LLC
FL	SHALIMAR	3214	1166 N. EGLIN PARKWAY	32579	850-651-6679	QUALITY DRIVE-IN I, LLC
FL	SOUTH DAYTONA	5404	2020 SOUTH RIDGEWOOD AVENUE	32119	386-788-7333	QUALITY DRIVE-IN I, LLC
FL	STARKE	5185	825 TEMPLE AVENUE	32091	904-368-0042	FLSON, LLC
FL	SUMMERFIELD	4740	11211 SE 178TH PLACE	34491	352-347-2860	SUMMERFIELD DRIVE-IN #1 LLC
FL	TALLAHASSEE	3052	1414 CAPITAL CIRCLE N.W.	32303	850-575-9449	FLSON, LLC
FL	TALLAHASSEE	3567	1510 N MONROE STREET	32303	850-222-9023	FLSON, LLC
FL	TAMPA	5071	1915 E FOWLER AVE	33612	813-972-1890	SWEETWATER FRANCHISE GROUP LLC

State	City	Location	Address	Zip	Phone	Entity
FL	TAMPA	5072	2523 NORTH DALE MABRY HWY	33607	813-879-9569	SWEETWATER FRANCHISE GROUP LLC
FL	TAMPA	5354	2320 EAST BEARSS AVE	33549	813-979-1272	SWEETWATER FRANCHISE GROUP LLC
FL	TITUSVILLE	5259	650 CHENEY HIGHWAY	32780	321-383-8818	Drive-In Operations Babcock, LLC
FL	VERO BEACH	6156	1780 US HIGHWAY 1	32960	772-567-0297	QUALITY DRIVE-IN I, LLC
FL	WAUCHULA	5092	909 SOUTH 6TH AVENUE	33873	863-767-0006	SWEETWATER FRANCHISE GROUP LLC
FL	WESLEY CHAPEL	5078	1908 BRUCE B. DOWNS BLVD	33543	813-994-5394	SWEETWATER FRANCHISE GROUP LLC
FL	WINTER HAVEN	4644	1520 FIRST STREET S.	33880	863-401-8727	QUALITY DRIVE-IN I, LLC
FL	YULEE	5540	463939 S.R. 200 A1A	32097	904-491-0465	QUALITY DRIVE-IN I, LLC
FL	ZEPHYRHILLS	5080	7449 GALL BLVD	33541	813-782-2372	SWEETWATER FRANCHISE GROUP LLC
GA	ACWORTH	4291	3497 BAKER ROAD	30101	770-966-9393	AFG SR Acworth, LLC
GA	ALBANY	3248	519 N WESTOVER	31721	229-888-1004	ROSENGART & WATFORD, LLC
GA	AMERICUS	1523	1309 E. LAMAR	31709	229-389-3485	MIKE WALLER/RICHARD J AVERY, SR.
GA	ATHENS	4531	4340 LEXINGTON ROAD	30605	706-208-0210	AFG SR Athens, LLC
GA	ATHENS	4410	4275 ATLANTA HWY	30606	706-227-0964	AFG SR Bogart, LLC
GA	Atlanta	9600	1425 Ellsworth Industrial BLVD NW	30318		Alliance Kitchen, LLC (SDI)
GA	AUGUSTA	4874	3743 WHEELER ROAD	30909	706-860-6808	MASON HARRISON RATLIFF ENTERPRISES
GA	AUGUSTA	5816	3712 MIKE PADGETT HIGHWAY	30906	706-793-2228	MASON HARRISON RATLIFF ENTERPRISES
GA	BAINBRIDGE	5463	711 EAST ALICE STREET	39819	229-246-0085	GEORGIASON, LLC
GA	BRASELTON	5756	7425 SPOUT SPRINGS ROAD	30542	770-965-9405	AFG SR Braselton, LLC
GA	BRUNSWICK	5113	4727 ALTAMA AVENUE	31520	912-264-4491	FLSON, LLC
GA	CALHOUN	1036	716 S. WALL STREET	30701	706-629-1224	B-SMALL HOLDINGS, LLC
GA	CARTERSVILLE	4073	833 JOE FRANK HARRIS PARKWAY	30120	678-721-0525	AFG SR Cartersville, LLC
GA	CHICKAMAUGA	4498	11 BUSHROD JOHNSON AVE	30707	706-375-1550	ESCH, INC.
GA	COMMERCE	5199	118 STEVEN B. TANGER BLVD.	30529	706-335-3083	AFG SR Commerce, LLC
GA	CONYERS	4305	1375 HIGHWAY 138	30013	770-483-8147	EXCEPTIONAL REST. CO-FIVE, LLC
GA	CONYERS	5601	4499 HIGHWAY 20 SE	30094	678-413-9729	EXCEPTIONAL REST. CO-FIVE, LLC
GA	CORDELE	5646	1015 EAST 16TH AVENUE	31015	229-276-0701	GEORGIASON, LLC
GA	COVINGTON	4986	8225 HIGHWAY 278 NE	30014	678-625-3889	EXCEPTIONAL REST. CO-FIVE, LLC
GA	DACULA	5754	812 DACULA ROAD	30019	678-292-5123	AFG SR Dacula, LLC
GA	DAWSONVILLE	4408	6637 HIGHWAY 53 EAST	30534	706-216-7293	EXCEPTIONAL REST. CO-FIVE, LLC
GA	DOUGLAS	5689	#55 BRANTLEY BOULEVARD	31535	912-260-1014	FLSON, LLC
GA	DUBLIN	4748	1114 HILLCREST PARKWAY	31021	478-275-3130	MIKE WALLER
GA	EASTANOLLEE	5681	3980 HIGHWAY 17 ALT	30538	706-886-0089	AFG SR Toccoa, LLC
GA	EASTMAN	5419	1098 INDIAN DRIVE	31023	478-448-1870	MIKE WALLER/RICHARD J AVERY, SR.

State	City	Location	Address	Zip	Phone	Entity
GA	EVANS	3188	122 BELAIR ROAD	30809	706-651-0027	MASON HARRISON RATLIFF ENTERPRISES
GA	EVANS	4966	4436 WASHINGTON ROAD	30809	706-855-0821	MASON HARRISON RATLIFF ENTERPRISES
GA	FITZGERALD	2041	276 OCILLA HIGHWAY	31750	229-423-5838	MICHAEL IRONS/BARBARA IRONS
GA	FORT OGLETHORPE	1078	1783 BATTLEFIELD PARKWAY DRIVE	30742	706-861-6705	ESCH, INC.
GA	GRIFFIN	4254	1204 W TAYLOR STREET	30223	770-233-0799	EXCEPTIONAL REST. CO-FIVE, LLC
GA	GROVETOWN	6556	5190 WRIGHTSBORO ROAD	30813	706-855-5391	MASON HARRISON RATLIFF ENTERPRISES
GA	HEPHZIBAH	3756	2505 TOBACCO ROAD	30815	706-796-7654	MASON HARRISON RATLIFF ENTERPRISES
GA	HINESVILLE	4189	725 W OGLETHORPE HWY	31313	912-876-8340	MICHAEL IRONS/BARBARA IRONS
GA	JESUP	3685	919 SOUTH FIRST STREET	31545	912-427-6642	MICHAEL IRONS/BARBARA IRONS
GA	KENNESAW	4453	2705 COBB PARKWAY	30152	678-290-9990	AFG SR Kennesaw, LLC
GA	LAFAYETTE	1154	313 NORTH MAIN STREET	30728	706-638-9769	NORTH FORK HOLDINGS, L.L.C.
GA	LAWRENCEVILLE	4318	299 GRAYSON HIGHWAY	30046	770-338-1416	AFG SR Grayson, LLC
GA	LAWRENCEVILLE	4780	820 OAK ROAD	30044	678-292-5099	AFG SR Lawrenceville, LLC
GA	LEESBURG	3642	1583 HIGHWAY 19 S	31763	229-435-8911	ROSENGART & WATFORD, LLC
GA	LEESBURG	5480	2833 LEDO ROAD	31707	229-435-8926	SDI OF LEESBURG, LLC
GA	LITHONIA	5986	6689 COVINGTON HWY	30058	678-518-8532	EXCEPTIONAL REST. CO-FIVE, LLC
GA	LOGANVILLE	4458	190 ATHENS HIGHWAY	30052	770-554-5488	AFG SR Loganville, LLC
GA	MCDONOUGH	4811	1005 HENRY PARKWAY CONNECTOR	30253	770-914-4123	EXCEPTIONAL REST. CO-FIVE, LLC
GA	MILLEDGEVILLE	4884	1651 N. COLUMBIA STREET	31061	478-451-0374	JOHN A. CONGLETON/MIKE WALLER
GA	MOULTRIE	2579	807 FIRST AVENUE, S.E.	31768	229-985-1449	GEORGIASON, LLC
GA	NORCROSS	4382	6050 JIMMY CARTER BLVD.	30071	770-840-0082	AFG SR Norcross, LLC
GA	OAKWOOD	4909	3415 ATLANTA HIGHWAY	30542	678-450-1600	AFG SR Oakwood, LLC
GA	POOLER	4096	185 POOLER PARKWAY	31322	912-748-2020	MICHAEL IRONS/BARBARA IRONS
GA	RINCON	3760	584 S COLUMBIA AVENUE	31326	912-826-4240	MICHAEL IRONS/BARBARA IRONS
GA	ROME	3246	2470 SHORTER AVENUE	30165	706-234-4500	AFG SR Rome, LLC
GA	ROSSVILLE	5362	820 CHICKAMAUGA AVENUE	30741	706-866-4170	ESCH, INC.
GA	SAINT MARY'S	5112	395 CHARLIE SMITH SR. HWY	31558	912-882-7356	FLSON, LLC
GA	SAVANNAH	3544	303 E MONTGOMERY CROSSROADS	31406	912-921-0303	MICHAEL IRONS/BARBARA IRONS
GA	SAVANNAH	3894	4691 E HIGHWAY 80	31410	912-239-6994	MICHAEL IRONS/BARBARA IRONS
GA	SAVANNAH	4054	1020 KING GEORGE BLVD	31419	912-927-6777	MICHAEL IRONS/BARBARA IRONS
GA	SAVANNAH	5686	4301 OGEECHEE ROAD	31405	912-349-6512	MICHAEL IRONS/BARBARA IRONS
GA	SAVANNAH	4352	396 CANEBRAKE ROAD	31419	912-921-1080	ROSENGART & WATFORD, LLC

State	City	Location	Address	Zip	Phone	Entity
GA	STATESBORO	2954	322 S. MAIN STREET	30458	912-489-4544	CINOS INCORPORATED
GA	STATESBORO	5288	880 BUCKHEAD DRIVE	30458	912-489-3242	CINOS, III, INC.
GA	STOCKBRIDGE	4251	4541 NORTH HENRY BLVD.	30281	770-474-9760	EXCEPTIONAL REST. CO-FIVE, LLC
GA	STONE MOUNTAIN	4610	4885 STONE MOUNTAIN HIGHWAY	30047	770-736-1877	AFG SR Stone Mountain, LLC
GA	SUWANEE	4702	3225 LAWRENCEVILLE-SUWANEE RD	30024	770-614-1676	AFG SR Suwanee, LLC
GA	SWAINSBORO	3764	507 S. MAIN	30401	478-237-2222	ROSENGART & WATFORD, LLC
GA	THOMASTON	5389	1112 HIGHWAY 19 NORTH	30286	706-646-5172	1112 US-19 North Thomaston, LLC
GA	THOMASVILLE	3182	2801 E. PINETREE	31792	229-225-9269	GEORGIASON, LLC
GA	THOMSON	3022	326 E. HILL STREET	30824	706-595-2286	MASON HARRISON RATLIFF ENTERPRISES
GA	TIFTON	3449	317 S. VIRGINIA	31794	229-387-0072	GEORGIASON, LLC
GA	VALDOSTA	4864	2537 BEMIS ROAD	31602	229-244-8060	SDI OF BEMISS, LLC
GA	VALDOSTA	5228	4011 BEMISS ROAD	31605	229-249-9200	SDI OF MOODY, LLC
GA	VALDOSTA	4459	1520 WEST HILL AVENUE	31601	229-671-9571	SDI OF WEST HILL, LLC
GA	VIDALIA	3072	1803 E. LYONS HIGHWAY	30474	912-538-9911	CINOS II INCORPORATED
GA	WARNER ROBINS	4719	805 HIGHWAY 96	31088	478-988-1554	JOHN A. CONGLETON/MIKE WALLER
GA	WARNER ROBINS	4496	131 MARGIE DRIVE	31093	478-953-8947	MIKE WALLER/RICHARD J AVERY, SR.
GA	WARNER ROBINS	5908	112 RUSSELL PARKWAY	31088	478-322-2228	MIKE WALLER/RICHARD J AVERY, SR.
GA	WAYCROSS	6394	2108 MEMORIAL DRIVE	31501	912-338-8966	ALI ASGHAR, INC.
GA	WAYNESBORO	3514	275 SOUTH LIBERTY STREET	30830	706-437-9400	MASON HARRISON RATLIFF ENTERPRISES
GA	WINDER	4987	7 SOUTH CENTER STREET	30680	678-963-0316	AFG SR Winder, LLC
GA	WOODSTOCK	5193	11960 GEORGIA HIGHWAY 92	30188	770-693-9015	AFG SR Woodstock, LLC
IA	ANKENY	4871	1451 N. ANKENY BLVD	50021	515-963-0399	SOAR RESTAURANTS II, LLC
IA	BURLINGTON	6586	225 LEGACY DRIVE	52601	319-752-8131	SOAR RESTAURANTS II, LLC
IA	CENTERVILLE	1853	1030 NORTH 18TH STREET	52544	641-437-1919	UMSTATTD RESTAURANTS, LLC
IA	COUNCIL BLUFFS	4422	3445 W BROADWAY	51501	712-256-1300	SD FUSION, LLC
IA	DAVENPORT	5730	4740 ELMORE AVE	52807	563-355-7177	SOAR RESTAURANTS II, LLC
IA	Dubuque	6756	2560 DODGE STREET	52003	563-348-0592	FLATIN DUBQUE LLC
IA	JOHNSTON	4872	5350 MERLE HAY ROAD	50131	515-334-7309	SOAR RESTAURANTS II, LLC
IA	KEOKUK	3995	3325 MAIN STREET	52632	319-524-1919	SOAR RESTAURANTS II, LLC
IA	OTTUMWA	3778	222 N WAPELLO	52501	641-684-6863	UMSTATTD RESTAURANTS, LLC
IA	SIOUX CITY	5722	2725 TRINITY DRIVE	51108	712-239-0432	MARIANA GROUP, L.L.C./RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/ROBERT T. SOLBERG
ID	AMMON	4527	2785 E 17TH STREET	83406	208-528-7662	MACH 1 FOODS, LLC
ID	BOISE	4290	8777 W. OVERLAND ROAD	83709	208-322-2605	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	BOISE	4904	10480 WEST USTICK ROAD	83704	208-323-1172	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	BOISE	4687	851 N. ORCHARD	83706	208-327-9999	WINTCO INC.
ID	BOISE	5023	2145 S. BROADWAY AVENUE	83706	208-333-8100	WINTCO INC.

State	City	Location	Address	Zip	Phone	Entity
ID	CALDWELL	5706	3312 EAST CLEVELAND	83605	208-454-5525	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	EMMETT	5490	650 HIGHWAY 16	83617	208-365-5900	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	GARDEN CITY	5191	6701 N. GLENWOOD STREET	83714	208-854-1300	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	IDAHO FALLS	4919	1650 S. YELLOWSTONE HIGHWAY	83402	208-522-4659	MACH 1 FOODS, LLC
ID	LEWISTON	6325	1306 NORTH 21ST STREET	83501	208-799-2113	GUERNSEY HOLDINGS SDI ID LLC
ID	MERIDIAN	4781	2160 E. FAIRVIEW AVENUE	83646	208-888-7110	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	MERIDIAN	6503	4936 LINDER ROAD	83646	208-888-2070	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	MERIDIAN	6584	1535 CELEBRATION AVENUE	83642	208-887-8519	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	MOSCOW	6678	433 NORTH MAIN STREET	83843	208-883-9800	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	NAMPA	5416	1109 12TH AVENUE ROAD	83686	208-465-6451	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	NAMPA	5837	16274 N. MARKET PLACE BLVD.	83687	208-461-4948	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	NAMPA	5889	16063 IDAHO CENTER BOULEVARD	83687	208-466-4114	ALFREDO TREVINO/SRI OPERATING COMPANY
ID	POCATELLO	4597	710 YELLOWSTONE AVENUE	83201	208-478-0134	MACH 1 FOODS, LLC
ID	POST FALLS	5778	750 NORTH HIGHWAY 41	83854	208-777-7162	GUERNSEY HOLDINGS SDI ID LLC
ID	REXBURG	6594	345 NORTH 2ND EAST	83440	208-356-8753	MACH 1 FOODS, LLC
ID	TWIN FALLS	4890	431 BLUE LAKES BLVD NORTH	83301	208-736-8888	WINTCO INC.
IL	ALGONQUIN	6004	1090 SOUTH RANDALL ROAD	60102	847-458-6220	BOOM ENTERPRISES, LLC
IL	Alsip	6850	11915 South Pulaski Rd	60803	708-926-2315	BFR Foods, LLC A
IL	ANNA	4357	215 E VIENNA	62906	618-833-1818	GUERNSEY HOLDINGS SDI IL LLC
IL	AURORA	5966	2974 KIRK ROAD	60502	630-375-8360	BOOM ENTERPRISES, LLC
IL	BELLEVILLE	3956	6208 W MAIN STREET	62223	618-222-7152	24 FRANCHISE GROUP, LLC
IL	BENTON	6729	500 WEST MAIN STREET	62812	618-435-8108	GUERNSEY HOLDINGS SDI IL LLC
IL	CALUMET CITY	6284	1299 TORRENCE AVENUE	60409	708-862-2894	MASON HARRISON RATLIFF ENTERPRISES/MICHAEL A. PERRY
IL	CARBONDALE	1867	950 E. MAIN	62901	618-457-7299	GUERNSEY HOLDINGS SDI IL LLC
IL	CENTRALIA	3929	1001 W. BROADWAY	62801	618-532-0519	ESCH, INC./ANTHONY J. SHERMAN
IL	CHAMPAIGN	4258	601 NORTH MATTIS AVENUE	61821	217-356-1230	ESCH, INC.
IL	CHICAGO	6388	1022 WEST WILSON AVENUE	60640	773-293-6157	BOOM ENTERPRISES, LLC
IL	CICERO	6358	2922 SOUTH CICERO AVENUE	60804	708-780-3591	MASON HARRISON RATLIFF ENTERPRISES/MICHAEL A. PERRY
IL	COLLINSVILLE	3972	1402 VANDALIA	62234	618-343-9222	24 FRANCHISE GROUP, LLC
IL	COLUMBIA	4324	1200 ADMIRAL WEINEL BLVD.	62236	618-281-9050	24 FRANCHISE GROUP, LLC
IL	COUNTRY CLUB HILLS	5925	4023 WEST 167TH STREET	60478	708-798-4204	MASON HARRISON RATLIFF ENTERPRISES/MICHAEL A. PERRY
IL	CREST HILL	6063	1820 PLAINFIELD ROAD	60403	815-725-8750	MASON HARRISON RATLIFF ENTERPRISES/MICHAEL A. PERRY

State	City	Location	Address	Zip	Phone	Entity
IL	DECATUR	6538	4851 E PROSPERITY PLACE	62521	217-864-3635	GARY HAINES
IL	DEKALB	6636	1115 WEST LINCOLN HIGHWAY	60115	815-901-0934	BOOM ENTERPRISES, LLC
IL	DU QUOIN	3364	2 HOWELLMAN DR	62832	618-542-4400	GUERNSEY HOLDINGS SDI IL LLC
IL	EAST ALTON	6546	103 NIAGARA STREET	62024	618-251-8124	24 FRANCHISE GROUP, LLC
IL	EDWARDSVILLE	5492	1017 PLUMMER DRIVE	62025	618-655-1281	24 FRANCHISE GROUP, LLC
IL	FRANKLIN PARK	6220	10440 GRAND AVENUE	60131	847-288-1300	BOOM ENTERPRISES, LLC
IL	HARRISBURG	3775	610 SOUTH COMMERCIAL	62946	618-253-4070	GUERNSEY HOLDINGS SDI IL LLC
IL	HERRIN	6687	721 NORTH PARK AVENUE	62948	618-988-9280	GUERNSEY HOLDINGS SDI IL LLC
IL	HIGHLAND	5310	12591 STATE ROUTE 143	62249	618-651-1265	24 FRANCHISE GROUP, LLC
IL	JACKSONVILLE	5478	1803 WEST MORTON AVENUE	62650	217-245-8081	ESCH, INC.
IL	LOCKPORT	5934	16031 SOUTH FARRELL RD	60441	815-838-0092	MASON HARRISON RATLIFF ENTERPRISES/MICHAEL A. PERRY
IL	LOVES PARK	6279	1602 EAST RIVERSIDE BOULEVARD	61111	815-877-9993	AMEEN POONJA
IL	MARION	2580	2710 WALTON WAY	62959	618-997-5005	GUERNSEY HOLDINGS SDI IL LLC
IL	MATTOON	4356	601 LAKE LAND BLVD	61938	217-258-8012	24 FRANCHISE GROUP, LLC
IL	METROPOLIS	2491	1403 E. FIFTH STREET	62960	618-524-7973	GUERNSEY HOLDINGS SDI IL LLC
IL	MONTGOMERY	6173	1220 OGDEN AVENUE	60538	630-820-6811	BOOM ENTERPRISES, LLC
IL	MOUNT VERNON	3730	4801 W. BROADWAY	62864	618-241-9191	GUERNSEY HOLDINGS SDI IL LLC
IL	NORMAL	6318	302 GREENBRIAR DRIVE	61761	309-808-2130	ROAR FOOD GROUP, LLC
IL	O'FALLON	3847	745 W. HIGHWAY 50	62269	618-607-4848	24 FRANCHISE GROUP, LLC
IL	PALATINE	6213	1151 EAST DUNDEE ROAD	60074	847-359-2600	BOOM ENTERPRISES, LLC
IL	PEKIN	5599	3601 COURT STREET	61554	309-347-6642	DELORES KOURI/LOUIS KOURI/MIDWEST INTEGRITY, LLC
IL	PEORIA	5962	4305 NORTH STERLING	61615	309-681-7900	DELORES KOURI/LOUIS KOURI/MIDWEST INTEGRITY, LLC
IL	Quincy	6815	1501 Broadway Street	62301	217-919-6225	KENNETH V. SMITH/JOHN R. FRIEND
IL	ROMEOVILLE	6849	651 NORTH INDEPENDENCE BOULEVARD	60446	815-524-3563	BFR Foods LLC RI
IL	SAVOY	4579	101 CALVIN STREET	61874	217-359-8901	ESCH, INC.
IL	SILVIS	5935	1751 16TH AVENUE	61282	309-796-1464	SOAR RESTAURANTS II, LLC
IL	SPRINGFIELD	4112	3001 WEST ILES	62704	217-793-9547	ESCH, INC.
IL	SPRINGFIELD	4242	2000 N DIRKSEN PARKWAY	62702	217-789-1000	ESCH, INC.
IL	SPRINGFIELD	5846	1312 WABASH AVENUE	62704	217-787-8591	ESCH, INC.
IL	STREAMWOOD	6301	590 S. BARRINGTON ROAD	60107	630-372-7920	BOOM ENTERPRISES, LLC
IL	VANDALIA	3947	1615 N 8TH STREET	62471	618-283-1830	24 FRANCHISE GROUP, LLC
IL	VILLA PARK	6263	290 WEST ROOSEVELT ROAD	60181	630-359-3316	BOOM ENTERPRISES, LLC
IL	WATERLOO	4063	847 N. MARKET STREET	62298	618-939-1100	ESCH, INC./ANTHONY J. SHERMAN

State	City	Location	Address	Zip	Phone	Entity
IL	WEST FRANKFORT	4126	407 WEST MAIN STREET	62896	618-932-6677	GUERNSEY HOLDINGS SDI IL LLC
IN	AVON	5996	66 SOUTH RACEWAY	46123	317-272-4379	TODD FUGATE
IN	CAMBY	6111	8060 UPLAND BEND	46113	317-856-5777	TODD FUGATE
IN	COLUMBUS	6816	2030 NORTH NATIONAL ROAD	47201	812-373-6516	NORTH FORK HOLDINGS, L.L.C.
IN	CROWN POINT	6893	896 NORTH SUPERIOR DRIVE	46307	219-310-8334	Crown Point Drive-In, Inc.
IN	EVANSVILLE	3274	2200 COVERT AVENUE	47714	812-475-1099	TODD FUGATE
IN	EVANSVILLE	3774	830 N BURKHARDT	47715	812-473-4310	TODD FUGATE
IN	EVANSVILLE	3910	4920 WEST LLOYD EXPRESSWAY	47712	812-421-1700	TODD FUGATE
IN	EVANSVILLE	4989	881 S GREENRIVER ROAD	47714	812-471-0800	TODD FUGATE
IN	EVANSVILLE	5741	3433 NORTH GREEN RIVER ROAD	47715	812-476-7730	TODD FUGATE
IN	GREENSBURG	6774	1815 NORTH MICHIGAN AVENUE	47240	812-222-0085	IQSR, LLC
IN	GREENWOOD	6558	1262 NORTH EMERSON AVENUE	46143	317-883-3435	TODD FUGATE
IN	Jasper	6822	719 W. 6th Street	47546	812-827-2001	NORTH FORK HOLDINGS, L.L.C.
IN	KOKOMO	6534	2321 EAST MARKLAND AVENUE	46901	765-450-5288	GEAUX LILA, LLC
IN	LAFAYETTE	5904	150 SOUTH CREASY LANE	47905	765-447-7700	TODD FUGATE
IN	MICHIGAN CITY	6577	110 DUNES PLAZA	46360	219-878-1950	MASON HARRISON RATLIFF ENTERPRISES/MICHAEL A. PERRY
IN	MISHAWAKA	5868	221 WEST DOUGLAS ROAD	46545	574-247-0987	MASON HARRISON RATLIFF ENTERPRISES/MICHAEL A. PERRY
IN	NEWBURGH	2628	7966 MAKEN DRIVE	47630	812-858-0047	TODD FUGATE
IN	PLAINFIELD	6749	418 DAN JONES RD	46168	317-268-2495	TODD FUGATE
IN	PRINCETON	3632	2840 W BROADWAY	47670	812-386-8002	TODD FUGATE
IN	SCOTTSBURG	3607	1089 W MCCLAIN AVE	47170	812-752-2165	NORTH FORK HOLDINGS, L.L.C.
IN	SEYMOUR	3651	811 W TIPTON	47274	812-522-6984	NORTH FORK HOLDINGS, L.L.C.
IN	SOUTH BEND	5824	3906 PORTAGE ROAD	46628	574-273-9340	MASON HARRISON RATLIFF ENTERPRISES/MICHAEL A. PERRY
IN	TERRE HAUTE	6078	2149 S. STATE ROAD 46	47803	812-877-2200	MASON HARRISON RATLIFF ENTERPRISES
IN	TERRE HAUTE	6628	2110 FORT HARRISON ROAD	47805	812-462-1043	MASON HARRISON RATLIFF ENTERPRISES
KS	ABILENE	1498	1311 NORTH BUCKEYE	67410	785-263-3899	CHRIS ROBERTS/JOYLYNN ROBERTS
KS	Alma	6792	32691 K99 Highway	66401-8068	785-765-4613	JLC Food Services, LLC
KS	ANDOVER	3988	331 N. ANDOVER ROAD	67002	316-218-0820	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	ARKANSAS CITY	1137	1510 NORTH SUMMIT STREET	67005	620-442-4053	MASON HARRISON RATLIFF ENTERPRISES/JIM V. ROBERTSON/GARY JARRARD/TED V. ROBERTSON
KS	ATCHISON	3715	1001 MAIN STREET	66002	913-367-4878	GARY SIMONS
KS	AUGUSTA	5260	702 N. LULU STREET	67010	316-775-4202	GARY A. ADAMS
KS	BALDWIN CITY	3725	415 AMES ST.	66006	785-594-7461	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
KS	BASEHOR	4764	15516 STATE AVE	66007	913-724-2194	SERJ DRIVE-IN KANSAS, LLC

State	City	Location	Address	Zip	Phone	Entity
KS	BAXTER SPRINGS	1639	1834 MILITARY AVENUE	66713	620-856-2369	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/MACK FREEMAN
KS	BELOIT	1663	3041 US-24 HIGHWAY	67420	785-534-1467	BBR INVESTMENTS, LLC
KS	BONNER SPRINGS	1705	11555 KAW DRIVE	66111	913-441-4777	SERJ DRIVE-IN KANSAS, LLC
KS	BURLINGTON	1022	1105 N. FOURTH	66839	620-364-8622	ESCH, INC.
KS	CANEY	4689	223 EAST ROSE AVENUE	67333	620-879-2172	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	CHANUTE	1717	1717 S. SANTA FE	66720	620-431-4410	JEFF PORTS/TRAVIS LACHANCE
KS	CHERRYVALE	4026	1068 WEST MAIN STREET	67335	620-336-2303	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	CIMARRON	6572	701 EAST AVENUE A	67835	620-855-4929	LARRY L. UTHE
KS	CLAY CENTER	1800	525 W. CRAWFORD	67432	785-632-3639	CHRIS ROBERTS/JOYLYNN ROBERTS
KS	COFFEYVILLE	1721	802 W. 11TH STREET	67337	620-251-4460	UMSTATTD RESTAURANTS, LLC
KS	COLBY	3971	1835 S RANGE AVENUE	67701	785-462-7138	BBR INVESTMENTS, LLC
KS	COLUMBUS	1802	228 W. MAPLE	66725	620-429-2500	EXCEL INVESTMENTS III, INC.
KS	CONCORDIA	4430	1302 LINCOLN	66901	785-243-7766	BBR INVESTMENTS, LLC
KS	COUNCIL GROVE	1842	104 N. UNION	66846	620-767-5555	CHRIS ROBERTS/JOYLYNN ROBERTS
KS	DERBY	3654	107 N ROCK ROAD	67037	316-788-0155	BBR INVESTMENTS, LLC
KS	DODGE CITY	1879	801 W. WYATT EARP BLVD	67801	620-227-7561	LOELLA BLAIR
KS	EL DORADO	1987	1945 WEST CENTRAL	67042	316-321-7622	BBR INVESTMENTS, LLC
KS	ELLSWORTH	6509	748 EAST O'DONNELL DRIVE	67439	785-472-4455	VAN DORN, MARK
KS	EMPORIA	1952	1101 W SIXTH STREET	66801	620-342-8875	D.L. ROGERS CORP.
KS	EUDORA	3766	1420 CHURCH ST	66025	785-542-1799	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
KS	EUREKA	1953	100 WEST RIVER STREET	67045	620-583-7781	BBR INVESTMENTS, LLC
KS	FORT SCOTT	2006	1708 S. NATIONAL	66701	620-223-3630	MAX K. RICKERSON/JOHN HORN
KS	FREDONIA	4009	1938 EAST WASHINGTON	66736	620-378-4846	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	GALENA	2115	505 WEST 7TH STREET	66739	620-783-1387	LARRY SMITH/AMY WALLS
KS	GARDEN CITY	1081	1212 JONES STREET	67846	620-275-6414	LARRY L. UTHE
KS	GARDEN CITY	1092	1313 EAST KANSAS AVENUE	67846	620-276-3838	SDI OF GARDEN CITY, INC.
KS	GARDNER	2123	626 E. MAIN	66030	913-856-5111	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	GARNETT	2118	116 N. MAPLE	66032	785-448-6393	LEON E. BRILEY/LYLE BRILEY/MAX K. RICKERSON
KS	GIRARD	2128	208 WEST SAINT JOHN	66743	620-724-6010	UMSTATTD RESTAURANTS, LLC
KS	GODDARD	3634	20000 WEST U S HIGHWAY 54	67052	316-794-7905	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	GOODLAND	6438	2219 ENTERPRISE ROAD	67735	785-890-3186	BBR INVESTMENTS, LLC
KS	GREAT BEND	2074	3909 WEST 10TH STREET	67530	620-792-2962	TONY MOFFATT
KS	HAYS	2148	1708 VINE STREET	67601	785-628-8100	D.L. ROGERS CORP.
KS	HAYSVILLE	2232	1414 E. GRAND	67060	316-522-8686	GARY W. KINSLOW/SRI OPERATING COMPANY

State	City	Location	Address	Zip	Phone	Entity
KS	HESSTON	4333	705 EAST LINCOLN BOULEVARD	67062	620-327-0124	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	HIAWATHA	2213	203 N. FIRST	66434	785-742-2343	UMSTATTD RESTAURANTS, LLC
KS	HILLSBORO	3985	700 WESTERN HEIGHTS	67063	620-947-3388	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	HOLTON	2220	107 S 75 HIGHWAY	66436	785-364-2428	SOAR RESTAURANTS II, LLC
KS	HUTCHINSON	2145	621 EAST FOURTH AVENUE	67501	620-663-7311	BBR INVESTMENTS, LLC
KS	HUTCHINSON	4148	1600 E 30TH	67502	620-664-9117	BBR INVESTMENTS, LLC
KS	INDEPENDENCE	2235	200 WEST CHESTNUT STREET	67301	620-331-4930	JEFF PORTS/TRAVIS LACHANCE
KS	IOLA	2236	301 W. MADISON	66749	620-365-5282	CRAIG M. ABBOTT/JEFF PORTS
KS	JUNCTION CITY	2257	827 S. WASHINGTON STREET	66441	785-530-5294	D.L. ROGERS CORP.
KS	KANSAS CITY	1144	1008 N. 78TH STREET	66112	913-334-2781	GARY SIMONS
KS	KANSAS CITY	1141	5545 LEAVENWORTH ROAD	66104	913-596-2737	ROBERT BALL
KS	KANSAS CITY	5589	920 STATE AVENUE	66101	913-371-8777	ROBERT BALL
KS	KANSAS CITY	3477	535 SOUTHWEST BOULEVARD	66103	913-722-4333	SOAR RESTAURANTS II, LLC
KS	KINGMAN	6573	1215 EAST HIGHWAY 54	67068	620-553-5033	GARY W. KINSLOW
KS	LANSING	6157	715 TOWN CENTER DRIVE	66043	913-727-5200	SERJ DRIVE-IN KANSAS, LLC
KS	LARNED	2355	114 W 14TH STREET	67550	620-285-6400	BBR INVESTMENTS, LLC
KS	LAWRENCE	2369	1015 E. 23RD STREET	66046	785-832-1114	D.L. ROGERS CORP.
KS	LAWRENCE	2406	3201 W. 6TH	66049	785-830-8655	D.L. ROGERS CORP.
KS	LAWRENCE	4371	2401 W 31ST STREET	66047	785-331-2446	D.L. ROGERS CORP.
KS	LEAVENWORTH	1147	3211 SOUTH FOURTH STREET	66048	913-651-8908	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
KS	LEAVENWORTH	3794	1000 NORTHB 4TH STREET	66048	913-651-4680	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
KS	LENEXA	4223	15745 W 87TH ST. PARKWAY	66219	913-310-9980	SERJ DRIVE-IN KANSAS, LLC
KS	LIBERAL	3301	7 MEDICAL LANE	67901	620-624-3386	MASON HARRISON RATLIFF ENTERPRISES
KS	LOUISBURG	3889	201 N. AMITY	66053	913-837-4337	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
KS	LYONS	2365	708 WEST MAIN	67554	620-257-3311	GARY W. KINSLOW
KS	MANHATTAN	2566	800 N. THIRD	66502	785-539-7007	D.L. ROGERS CORP.
KS	MANHATTAN	6145	2711 ANDERSON AVENUE	66502	785-539-5597	D.L. ROGERS CORP.
KS	MARYSVILLE	2571	1803 CENTER STREET	66508	785-562-2900	CHRIS ROBERTS/JOYLYNN ROBERTS
KS	MCPHERSON	2558	910 EAST KANSAS AVENUE	67460	620-241-1660	BBR INVESTMENTS, LLC
KS	MERRIAM	2565	5440 MERRIAM DRIVE	66203	913-831-0444	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	MISSION	2677	6665 MARTWAY	66202	913-262-7733	SOAR RESTAURANTS II, LLC
KS	MULVANE	2581	1024 SOUTHEAST LOUIS BOULEVARD	67110	316-777-4030	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	NEODESHA	6599	1317 WEST MAIN STREET	66757	620-325-5508	SOAR RESTAURANTS II, LLC
KS	NEWTON	4225	1116 WASHINGTON ROAD	67114	316-283-0604	BBR INVESTMENTS, LLC

State	City	Location	Address	Zip	Phone	Entity
KS	NEWTON	2620	1215 NORTH MAIN	67114	316-283-8169	RICK BENARD/RUSTY BILLINGTON
KS	NORTON	6511	211 WEST HOLME	67654	785-874-2034	SERJ DRIVE-IN KANSAS, LLC
KS	OAKLEY	6641	3689 US 40	67748	785-671-8687	SERJ DRIVE-IN KANSAS, LLC
KS	OLATHE	1221	915 S. PARKER	66061	913-782-3663	GARY SIMONS
KS	OLATHE	3469	15140 S BLACKBOB RD	66062	913-764-2616	GARY SIMONS
KS	OLATHE	4128	1265 E. 119TH ST	66061	913-254-0219	GARY SIMONS
KS	OLATHE	4161	13730 S BLACKBOB ROAD	66062	913-791-0025	GARY SIMONS
KS	OSAGE CITY	2670	888 LAKIN STREET	66523	785-528-4444	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	OSAWATOMIE	2658	319 E. MAIN STREET	66064	913-755-4847	LEON E. BRILEY/MAX K. RICKERSON/JOHN HORN
KS	OTTAWA	1212	1535 S. MAIN STREET	66067	785-242-7727	ESCH, INC.
KS	OVERLAND PARK	4429	13485 SWITZER ROAD	66213	913-814-0874	GARY SIMONS
KS	OVERLAND PARK	3787	9801 QUIVERA ROAD	66214	913-307-0062	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	OVERLAND PARK	6122	12090 METCALF AVENUE	66213	913-451-8883	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	OVERLAND PARK	4167	8905 SANTA FE	66212	913-901-8512	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
KS	OVERLAND PARK	5037	10701 ROE AVENUE	66207	913-901-0175	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
KS	OVERLAND PARK	2652	10075 WEST 75TH STREET	66204	913-631-7371	SERJ DRIVE-IN KANSAS, LLC
KS	PAOLA	2733	12 SOUTH HEDGE LANE ROAD	66071	913-294-4400	LEON E. BRILEY/MAX K. RICKERSON/JOHN HORN
KS	PARK CITY	2757	6122 NORTH BROADWAY STREET	67219	316-744-0806	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	PARSONS	2695	3113 MAIN STREET	67357	620-421-5440	UMSTATTD RESTAURANTS, LLC
KS	PHILLIPSBURG	6649	128 EAST HIGHWAY 36	67661	785-540-4282	VAN DORN, MARK
KS	PITTSBURG	2702	2307 N. BROADWAY	66762	620-231-5070	WAYNE MCCABE/JOHN R. MARTIN
KS	PRATT	2698	1344 E. FIRST	67124	620-672-9205	GARY W. KINSLOW
KS	ROSEHILL	3961	1306 N. ROSEHILL ROAD	67133	316-776-7636	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	RUSSELL	4047	1219 SOUTH FOSSIL	67665	785-445-3661	BBR INVESTMENTS, LLC
KS	SALINA	2858	310 S. SANTA FE AVENUE	67401	785-825-9614	D.L. ROGERS CORP.
KS	SALINA	3345	2615 MARKET PL	67401	785-825-8663	D.L. ROGERS CORP.
KS	SENECA	6596	1305 BRANCH STREET	66538	785-334-6789	CHRIS ROBERTS/JOYLYNN ROBERTS
KS	SHAWNEE	2960	13601 WEST 63RD STREET	66216	913-631-0040	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY
KS	SHAWNEE	4751	8311 HEDGE LANE TERRACE	66227	913-422-8852	SERJ DRIVE-IN KANSAS, LLC
KS	SOUTH HUTCHINSON	6626	3 DES MOINES WEST AVENUE	67501	620-662-2711	BBR INVESTMENTS, LLC
KS	SPRINGHILL	3454	909 N WEBSTER	66083	913-592-9310	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
KS	STANLEY	3317	8501 WEST 151ST STREET	66223	913-685-3600	LEON E. BRILEY/LYLE BRILEY/BART BRILEY/BRUCE BRILEY

State	City	Location	Address	Zip	Phone	Entity
KS	STERLING	6589	917 NORTH BROADWAY AVENUE	67579	620-904-4455	VAN DORN, MARK
KS	TONGANOXIE	4116	550 NORTHSTAR COURT	66086	913-369-2700	SERJ DRIVE-IN KANSAS, LLC
KS	TOPEKA	2990	2053 SW WESTERN	66604	785-357-7486	D.L. ROGERS CORP.
KS	TOPEKA	3029	3520 S.E. 29TH STREET	66605	785-267-0173	D.L. ROGERS CORP.
KS	TOPEKA	3040	1221 S.W. GAGE BOULEVARD	66604	785-272-4552	D.L. ROGERS CORP.
KS	TOPEKA	3041	5922 S.W. 21ST STREET	66604	785-271-9148	D.L. ROGERS CORP.
KS	TOPEKA	3053	3721 S.W. TOPEKA BOULEVARD	66609	785-267-4522	D.L. ROGERS CORP.
KS	TOPEKA	4536	636 NW US HIGHWAY 24	66617	785-233-3021	D.L. ROGERS CORP.
KS	TOPEKA	4981	3820 S.W. 29TH STREET	66614	785-271-6271	D.L. ROGERS CORP.
KS	ULYSSES	3060	451 E. OKLAHOMA STREET	67880	620-356-3566	SERJ DRIVE-IN KANSAS, LLC
KS	VALLEY CENTER	3828	200 S. MERIDIAN	67147	316-755-3988	BBR INVESTMENTS, LLC
KS	WAMEGO	3138	1001 LINCOLN STREET	66547	785-456-7000	SOAR RESTAURANTS II, LLC
KS	WELLINGTON	3234	1111 N. A STREET	67152	620-326-7664	BBR INVESTMENTS, LLC
KS	WICHITA	3084	110 S. WEST STREET	67213	316-942-3766	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	3098	4747 S. SENECA ST	67217	316-529-1701	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	3106	7702 E. HARRY	67207	316-682-8531	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	3112	3828 NORTH WOODLAWN	67220	316-683-9552	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	3113	8612 W. MAPLE	67209	316-722-2501	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	3137	2313 W. PAWNEE	67217	316-945-4826	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	3141	5429 EAST CENTRAL	67208	316-683-6028	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	3269	8689 W 21ST ST	67212	316-722-8111	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	5213	1828 EAST 47TH STREET SOUTH	67216	316-529-4526	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	5319	13535 W. MAPLE	67235	316-773-3795	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	5436	2939 E. 21ST STREET NORTH	67214	316-683-0185	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	5438	11375 E. 21ST STREET	67206	316-636-9160	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	6359	3648 NORTH MAIZE ROAD	67205	316-721-5927	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WICHITA	6457	504 SOUTH BROADWAY	67202	316-303-1357	GARY W. KINSLOW/SRI OPERATING COMPANY
KS	WINFIELD	3083	1921 S. MAIN STREET	67156	620-221-9876	MASON HARRISON RATLIFF ENTERPRISES
KY	ASHLAND	6791	1213 WINCHESTER AVENUE	41101	606-393-4000	NORTH FORK HOLDINGS, L.L.C.
KY	BARDSTOWN	5568	721 NORTH 3RD STREET	40004	502-349-7356	HOUCHENS RESTAURANTS, LLC
KY	BENTON	6423	329 MAIN STREET	42025	270-906-2031	NORTH FORK DINING, L.L.C.
KY	BEREA	3506	100 WOODFORD AVENUE	40403	859-985-0292	MICHAEL IRONS/BARBARA IRONS
KY	BOWLING GREEN	5470	3016 NASHVILLE ROAD	42104	270-842-3225	ALLEN BARMAN/BILL BARMAN

State	City	Location	Address	Zip	Phone	Entity
KY	BOWLING GREEN	3276	2375 GARY FARMS BOULEVARD	42104	270-780-9577	HOUCHENS RESTAURANTS, LLC
KY	BOWLING GREEN	4038	4825 SCOTTSVILLE ROAD	42104	270-781-0666	HOUCHENS RESTAURANTS, LLC
KY	BOWLING GREEN	4962	3394 LOUISVILLE ROAD	42101	270-901-0064	HOUCHENS RESTAURANTS, LLC
KY	BOWLING GREEN	6102	1605 AVENUE OF CHAMPIONS	42101	207-779-4934	HOUCHENS RESTAURANTS, LLC
KY	Bowling Green	6917	1901 Russellville Road	42101	270-393-8841	HOUCHENS RESTAURANTS, LLC
KY	CAMPBELLSVILLE	3527	180 CAMPBELLSVILLE BY-PASS	42718	270-469-1222	SOAR RESTAURANTS II, LLC
KY	CAVE CITY	6463	901 MAMMOTH CAVE STREET	42127	270-773-3955	HOUCHENS RESTAURANTS, LLC
KY	CENTRAL CITY	1773	111 S. SECOND STREET	42330	270-754-1296	MASON HARRISON RATLIFF ENTERPRISES/BOB DEWITT/JACK V. DEWITT (DESCD)
KY	COLUMBIA	1818	624 TUTT STREET	42728	270-384-4174	HOUCHENS RESTAURANTS, LLC
KY	CORBIN	1832	2917 KY 1629	40701	606-528-8800	SOAR RESTAURANTS II, LLC
KY	DANVILLE	3204	101 BAUGHMAN AVENUE	40422	859-236-8565	MICHAEL IRONS/BARBARA IRONS
KY	ELIZABETHTOWN	3723	537 W DIXIE AVENUE	42701	270-763-9900	SOAR RESTAURANTS II, LLC
KY	FLORENCE	5773	10080 SAM NEACE DRIVE	41042	859-647-9300	MICHAEL IRONS/BARBARA IRONS
KY	FLORENCE	5952	8719 HIGHWAY 42	41042	859-384-9400	MICHAEL IRONS/BARBARA IRONS
KY	FRANKFORT	3531	1010 LOUISVILLE ROAD	40601	502-696-9980	MICHAEL IRONS/BARBARA IRONS
KY	FRANKLIN	2019	811 N. MAIN	42134	270-586-4829	BOB DEWITT/JACK V. DEWITT (DESCD)
KY	GEORGETOWN	3324	1036 LEXINGTON ROAD	40324	502-863-2540	MICHAEL IRONS/BARBARA IRONS
KY	GLASGOW	2133	200 N. LOOP ROGER WELLS BLVD.	42141	270-651-5422	HOUCHENS RESTAURANTS, LLC
KY	GREENVILLE	5484	750 NORTH MAIN STREET	42345	270-377-0074	BOB DEWITT
KY	HEBRON	6373	2095 LITTON LANE	41048	859-586-5200	MICHAEL IRONS/BARBARA IRONS
KY	HENDERSON	5548	2150 U.S. HIGHWAY 60 EAST	42420	270-826-5628	TODD FUGATE
KY	HOPKINSVILLE	3488	1019 WEST 7TH	42240	270-886-2200	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT
KY	HOPKINSVILLE	3417	2704 FORT CAMPBELL BOULEVARD	42240	270-885-1990	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
KY	LAWRENCEBURG	3716	1007 CROSSROAD DRIVE	40342	502-859-3100	MICHAEL IRONS/BARBARA IRONS
KY	LEITCHFIELD	5976	1479 ELIZABETHTOWN ROAD	42754	270-287-0003	HOUCHENS RESTAURANTS, LLC
KY	LEXINGTON	3209	1026 S. BROADWAY	40504	859-288-2105	MICHAEL IRONS/BARBARA IRONS
KY	LEXINGTON	5852	2633 RICHMOND ROAD	40509	859-268-7693	MICHAEL IRONS/BARBARA IRONS
KY	LONDON	4705	1600 SOUTH MAIN STREET	40741	606-864-6516	SOAR RESTAURANTS II, LLC
KY	LONE OAK	3299	2070 LONE OAK ROAD	42003	270-534-1908	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
KY	LOUISVILLE	3522	8600 AMBROSSE LANE	40299	502-499-5588	SOAR RESTAURANTS II, LLC
KY	LOUISVILLE	3610	3641 SPRINGHURST BLVD	40241	502-412-2444	SOAR RESTAURANTS II, LLC

State	City	Location	Address	Zip	Phone	Entity
KY	LOUISVILLE	4327	11810 STANDIFORD PLAZA DRIVE	40229	502-653-7665	SOAR RESTAURANTS II, LLC
KY	MADISONVILLE	4036	960 N. MAIN	42431	270-825-3980	BOB DEWITT
KY	MADISONVILLE	2478	815 S. MAIN	42431	270-821-9720	BOB DEWITT/JACK V. DEWITT (DESCD)
KY	MAYFIELD	2576	1002 PARIS ROAD	42066	270-247-9530	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
KY	MAYSVILLE	5577	235 WALMART WAY	41056	606-759-8076	MICHAEL IRONS/BARBARA IRONS
KY	MIDDLESBORO	2513	220 N. HIGHWAY 25 EAST	40965	606-248-2188	BOB DEWITT/RAY MASON
KY	MONTICELLO	4681	2010 EAST HIGHWAY 90 BY-PASS	42633	606-348-4299	CHRISTOPHER NEWNHAM/MINDY NEWNHAM/STEPHEN P. BRANSCUM
KY	MOREHEAD	3546	211 STONE STREET	40351	606-780-0055	MICHAEL IRONS/BARBARA IRONS
KY	MORGANTOWN	4522	615 S MAIN STREET	42261	270-526-4530	HOUCHENS RESTAURANTS, LLC
KY	MUNFORDVILLE	3670	1199 MAIN STREET	42765	270-524-7070	SOAR RESTAURANTS II, LLC
KY	MURRAY	2560	217 S. 12TH STREET	42071	270-759-9885	RON CARAWAY
KY	NICHOLASVILLE	3349	100 VILLAGE PARKWAY	40356	859-885-8188	MICHAEL IRONS/BARBARA IRONS
KY	NICHOLASVILLE	4440	120 BELLERIVE BLVD	40356	859-219-2235	MICHAEL IRONS/BARBARA IRONS
KY	OAK GROVE	2655	14625 FT. CAMPBELL BLVD.	42262	270-439-1323	STANFILL MANAGEMENT, INC.
KY	OWENSBORO	2679	3107 FREDERICA STREET	42303	270-688-5999	TODD FUGATE
KY	PADUCAH	2745	3260 IRVING COBB DRIVE	42003	270-443-8862	DGW INVESTMENTS, INC.
KY	PADUCAH	2781	2902 PARK AVENUE	42001	270-443-4655	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
KY	PADUCAH	5556	5240 US HIGHWAY 60 WEST	42001	270-442-2881	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
KY	PARIS	3612	100 REINHOLD STREET	40361	859-987-0087	MICHAEL IRONS/BARBARA IRONS
KY	PRINCETON	6024	409 US HIGHWAY 62 WEST	42445	270-365-6552	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
KY	RADCLIFF	3883	1299 N DIXIE BLVD	40160	270-351-2244	SOAR RESTAURANTS II, LLC
KY	RICHMOND	3614	613 BIG HILL AVE	40475	859-623-0333	MICHAEL IRONS/BARBARA IRONS
KY	RUSSELLVILLE	2809	647 N. MAIN STREET	42276	270-726-9197	BOB DEWITT/JACK V. DEWITT (DESCD)
KY	SCOTTSVILLE	2934	350 GALLATIN ROAD	42164	270-237-4660	ALLEN BARMAN/BILL BARMAN
KY	SHEPHERDSVILLE	5122	408 HWY 44 EAST	40165	502-921-4007	SOAR RESTAURANTS II, LLC
KY	SOMERSET	2916	1361 HIGHWAY 27	42503	606-679-5952	SOAR RESTAURANTS II, LLC
KY	STANFORD	5173	863 HIGHWAY 27 NORTH	40484	606-365-3000	CHRISTOPHER NEWNHAM/MINDY NEWNHAM/STEPHEN P. BRANSCUM
KY	TOMPKINSVILLE	3033	607 N. MAIN	42167	270-487-5555	ALLEN BARMAN/BILL BARMAN
KY	WINCHESTER	3493	1505 BYPASS ROAD	40391	859-737-2333	MICHAEL IRONS/BARBARA IRONS
LA	ABBEVILLE	1004	522 VETERAN MEMORIAL DRIVE	70510	337-898-9444	Guernsey Holdings SDI LA LLC
LA	ABITA SPRINGS	5198	68077 HIGHWAY 59	70471	985-871-0744	JIMMY D. HODGES
LA	ALEXANDRIA	1501	725 MACARTHUR DRIVE	71301	318-473-9338	Guernsey Holdings SDI LA LLC
LA	ALEXANDRIA	5876	2102 NORTH MALL DRIVE	71301	318-442-1301	Guernsey Holdings SDI LA LLC
LA	ALEXANDRIA	6003	6205 COLISEUM BLVD.	71303	318-445-7113	Guernsey Holdings SDI LA LLC

State	City	Location	Address	Zip	Phone	Entity
LA	ALEXANDRIA	4927	5212 JACKSON STREET	71303	318-767-9962	LARRY TUCKER
LA	AMITE	1533	642 WEST OAK STREET	70422	985-748-9863	JIMMY D. HODGES/LARRY PRAY
LA	BAKER	5376	6411 GROOM ROAD	70714	225-778-6794	LARRY TUCKER
LA	BASTROP	1608	1631 E. MADISON	71220	318-281-1611	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/JAMES R. BAGWELL
LA	Baton Rouge	6969	32447 Student Union BR Campus, Room 145	70803	000-000-0000	Compass Group USA, Inc.
LA	BATON ROUGE	3623	8223 AIRLINE HIGHWAY	70815	225-928-7717	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	3628	10570 PERKINS ROAD	70810	225-761-4095	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	3718	2434 O'NEAL LANE	70816	225-751-1171	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	3770	12121 HOOPER ROAD	70818	225-262-1114	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	3987	18189 HIGHLAND ROAD	70810	225-751-3660	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	4236	3836 HARDING BLVD.	70807	225-355-1234	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	4278	4171 PERKINS ROAD	70808	225-387-9102	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	4596	1801 S SHERWOOD FOREST	70816	225-273-6220	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	6679	6808 SIEGEN LANE	70809	225-372-1030	Guernsey Holdings SDI LA LLC
LA	BATON ROUGE	1689	5305 GOVERNMENT STREET	70806	225-925-8021	LARRY TUCKER
LA	BATON ROUGE	1915	11145 COURSEY BLVD	70816	225-293-8181	LARRY TUCKER
LA	BATON ROUGE	6447	505 EAST BOYD DRIVE	70808	225-930-4451	LARRY TUCKER
LA	BATON ROUGE	6605	1000 GOVERNMENT STREET	70802	225-227-2911	SDI OF BATON ROUGE BEAUREGARDTOWN, LLC
LA	BOGALUSA	1625	1018 S. COLUMBIA STREET	70427	985-735-1515	JIMMY D. HODGES
LA	BOSSIER CITY	5936	2802 BARKSDALE BLVD	71112	318-549-3313	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	BREAUX BRIDGE	1016	901 REESE STREET	70517	337-442-1267	Guernsey Holdings SDI LA LLC
LA	BROUSSARD	4476	1300 ALBERTSON PARKWAY	70518	337-839-8968	Guernsey Holdings SDI LA LLC
LA	BRUSLY	5359	6089 HIGHWAY 1 SOUTH	70719	225-636-2426	LARRY TUCKER
LA	CARENCRO	1834	4031 NORTH UNIVERSITY AVE	70520	337-896-7552	Guernsey Holdings SDI LA LLC
LA	CENTRAL CITY	6437	14620 GREENWELL SPRINGS ROAD	70739	225-388-5660	LARRY TUCKER
LA	CHALMETTE	6620	3201 PARIS ROAD	70043	504-682-5132	SDI OF CHALMETTE, L.L.C.
LA	CHURCH POINT	3434	149 S MAIN STREET	70525	(337) 556-0411	Guernsey Holdings SDI LA LLC
LA	CLINTON	4315	9223 HIGHWAY 67	70722	225-683-7070	MCLASON, LLC
LA	COVINGTON	4386	330 EMERALD FOREST BLVD.	70433	985-875-2021	Guernsey Holdings SDI LA LLC
LA	COVINGTON	1857	815 S. TYLER	70433	985-893-0930	JIMMY D. HODGES/LARRY PRAY
LA	CROWLEY	1031	2121 NORTH PARKERSON AVENUE	70526	337-788-0427	Guernsey Holdings SDI LA LLC
LA	DENHAM SPRINGS	4279	31803 LOUISIANA HIGHWAY 16	70726	225-665-9952	Guernsey Holdings SDI LA LLC
LA	DENHAM SPRINGS	4551	1345 S RANGE AVE	70726	225-664-8665	Guernsey Holdings SDI LA LLC
LA	DERIDDER	1895	1121 PINE STREET	70634	337-463-3589	Guernsey Holdings SDI LA LLC
LA	DUTCHTOWN	5282	13339 HIGHWAY 73	70734	225-744-8660	LARRY TUCKER
LA	EUNICE	1065	1851 W. LAUREL	70535	337-546-6285	Guernsey Holdings SDI LA LLC

State	City	Location	Address	Zip	Phone	Entity
LA	FRANKLIN	2014	1805 WEST MAIN	70538	337-828-3276	Guernsey Holdings SDI LA LLC
LA	FRANKLINTON	2045	1621 WASHINGTON STREET	70438	985-839-3012	MAL YOUNG & SONS ENT., INC.
LA	GALLIANO	5635	16909 HIGHWAY 3235	70345	985-325-4500	GABE PRAY/JENNIFER PRAY
LA	GONZALES	2110	413 N. AIRLINE HIGHWAY	70737	225-647-7777	LARRY TUCKER
LA	GONZALES	5642	2629 SOUTH CABELA PARKWAY	70737	225-644-7974	LARRY TUCKER
LA	GRAMERCY	2367	1825 LOUISIANA HIGHWAY 3125	70052	225-752-5140	LARRY TUCKER
LA	HAMMOND	6155	1600 SW RAILROAD AVENUE	70403	985-340-4010	GABE PRAY/JENNIFER PRAY
LA	HAMMOND	5221	14175 W UNIVERSITY AVENUE	70401	985-350-9919	GABE PRAY/JENNIFER PRAY/LARRY PRAY
LA	HARVEY	3784	955 MANHATTAN BLVD	70058	504-367-6642	K.L.L.G., L.L.C.
LA	HOUMA	3758	1318 GRAND CAILLOU BLVD.	70363	985-851-1156	Guernsey Holdings SDI LA LLC
LA	HOUMA	3965	5963 W MAIN STREET	70360	985-580-4805	Guernsey Holdings SDI LA LLC
LA	IOWA	6398	703 NORTH THOMPSON AVENUE	70647	337-582-2004	AFG SR IOWA, LLC
LA	JEANERETTE	1134	711 E. MAIN STREET	70544	337-276-3779	Guernsey Holdings SDI LA LLC
LA	JENA	2276	2540 EAST OAK STREET	71342	318-992-6422	Guernsey Holdings SDI LA LLC
LA	JENNINGS	2252	1518 ELTON ROAD	70546	337-824-6580	Guernsey Holdings SDI LA LLC
LA	JONESBORO	1132	594 OLD WINNFIELD ROAD	71251	318-259-9256	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	KAPLAN	2301	401 WEST FIRST STREET	70548	(337) 516-1985	Guernsey Holdings SDI LA LLC
LA	KENNER	4342	2302 VETERANS MEMORIAL HWY.	70062	504-469-0349	Guernsey Holdings SDI LA LLC
LA	KENTWOOD	2314	729 AVENUE G	70444	985-229-3229	GABE PRAY/JENNIFER PRAY/LARRY PRAY
LA	KINDER	3641	14004 HIGHWAY 165	70648	337-513-0239	GUERNSEY HOLDINGS SDI TX LLC
LA	LA PLACE	1152	100 ORMOND BOULEVARD	70068	985-652-4055	SDI OF LAPLACE, L.L.C.
LA	LAFAYETTE	2418	3521 WEST PINHOOK ROAD	70508	337-837-4154	Guernsey Holdings SDI LA LLC
LA	LAFAYETTE	2423	940 AMBASSADOR CAFFERY PARKWAY	70506	337-233-8340	Guernsey Holdings SDI LA LLC
LA	LAFAYETTE	2424	616 WEST PINHOOK ROAD	70503	337-233-0881	Guernsey Holdings SDI LA LLC
LA	LAFAYETTE	3297	2511 KALISTE SALOOM RD	70508	337-984-3557	Guernsey Holdings SDI LA LLC
LA	LAFAYETTE	5147	4792 JOHNSTON STREET	70506	337-981-1212	Guernsey Holdings SDI LA LLC
LA	LAFAYETTE	5803	6804 JOHNSTON STREET	70506	337-406-2387	Guernsey Holdings SDI LA LLC
LA	LAFAYETTE	6370	231 WEST WILLOW STREET	70501	337-205-4802	Guernsey Holdings SDI LA LLC
LA	LAKE ARTHUR	3433	332 HIGHWAY 26	70549	337-774-3535	Guernsey Holdings SDI LA LLC
LA	LAKE CHARLES	3989	3630 GERSTNER MEMORIAL DRIVE	70607	337-479-2111	AFG SR GERSTNER, LLC
LA	LAKE CHARLES	5929	3125 L'AUBERGE BOULEVARD	70601	337-474-1601	AFG SR L'AUBERGE, LLC
LA	LAKE CHARLES	3325	4509 NELSON RD	70605	337-474-4171	AFG SR NELSON, LLC
LA	LAKE CHARLES	2377	1022 E. PRIEN LAKE ROAD	70601	337-477-5522	AFG SR PRIEN LAKE, LLC

State	City	Location	Address	Zip	Phone	Entity
LA	LAKE CHARLES	5396	3944 RYAN STREET	70605	337-474-6140	AFG SR RYAN, LLC
LA	LEESVILLE	2393	501 N. SIXTH STREET	71446	337-239-0955	Guernsey Holdings SDI LA LLC
LA	LULING	3901	12557 HIGHWAY 90	70070	985-331-0099	Guernsey Holdings SDI LA LLC
LA	MANDEVILLE	5743	4610 HIGHWAY 22	70471	985-624-5170	Guernsey Holdings SDI LA LLC
LA	MANSFIELD	1183	118 LAKE ROAD	71052	318-872-0316	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MARKSVILLE	5138	853 TUNICA DRIVE EAST	71351	318-253-6303	LARRY TUCKER
LA	MARRERO	3960	2506 BARATARIA BLVD	70072	504-341-8085	K.L.L.G., L.L.C.
LA	METAIRIE	4665	3913 VETERANS MEMORIAL BLVD.	70002	504-780-0211	Guernsey Holdings SDI LA LLC
LA	METAIRIE	5126	5725 AIRLINE DRIVE	70003	504-731-8774	K.L.L.G., L.L.C.
LA	MINDEN	1169	103 MINDEN SHOPPING CTR DR	71055	318-382-8309	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MINDEN	5922	12999 HWY 371	71055	318-377-9216	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MONROE	1174	1541 NORTH 18TH STREET	71201	318-322-7704	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MONROE	1188	1506 MARTIN LUTHER KING JR DR	71202	318-388-1909	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MONROE	1190	615 STERLINGTON ROAD	71203	318-361-9608	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MONROE	4616	4207 PECANLAND MALL DRIVE	71203	318-323-7410	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MONROE	5308	4360 STERLINGTON ROAD	71203	318-323-6259	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MONROE	5309	520 LINCOLN ROAD LOT 1	71203	318-343-5738	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	MORGAN CITY	5982	1004 HIGHWAY 70	70380	985-329-2565	GABE PRAY/JENNIFER PRAY
LA	MOSS BLUFF	3328	675 SAM HOUSTON JONES PARKWAY	70611	337-855-8688	AFG SR MOSS BLUFF, LLC
LA	NEW IBERIA	1203	700 E. ADMIRAL DOYLE DR	70560	337-365-5877	Guernsey Holdings SDI LA LLC
LA	NEW IBERIA	5335	1141 EAST SAINT PETER STREET	70560	337-367-5227	Guernsey Holdings SDI LA LLC
LA	NEW ROADS	6402	915 HOSPITAL ROAD	70760	225-638-7600	LARRY TUCKER
LA	OAKDALE	2647	635 HIGHWAY 165 S.	71463	318-335-0314	Guernsey Holdings SDI LA LLC
LA	OPELOUSAS	1213	1121 S. UNION STREET	70570	337-942-1617	Guernsey Holdings SDI LA LLC
LA	PATTERSON	2768	1016 HIGHWAY 90	70392	985-395-6986	Guernsey Holdings SDI LA LLC
LA	PEARL RIVER	5117	64107 HIGHWAY 41	70452	985-863-8841	PEARL RIVER 64107, LLC
LA	PINEVILLE	3311	3505 MONROE HWY	71360	318-640-9400	Guernsey Holdings SDI LA LLC
LA	PINEVILLE	4150	3129 HIGHWAY 28 E	71360	318-473-2262	Guernsey Holdings SDI LA LLC
LA	PLAQUEMINE	5682	59680 BELLEVIEW ROAD	70764	225-385-4444	LARRY TUCKER
LA	PONCHATOULA	2759	753 W. PINE STREET	70454	985-386-8817	GABE PRAY/JENNIFER PRAY
LA	PRAIRIEVILLE	3421	41027 HIGHWAY 42	70769	225-622-4767	Guernsey Holdings SDI LA LLC
LA	RACELAND	6487	4740 HWY 1	70394	985-297-5601	Guernsey Holdings SDI LA LLC
LA	RAYNE	6070	1414 THE BOULEVARD	70578	337-334-9704	Guernsey Holdings SDI LA LLC
LA	ROBERT	6642	43156 HIGHWAY 445	70454	985-542-1879	RL RESTAURANT, LLC
LA	RUSTON	4973	2105 FARMERVILLE HIGHWAY	71270	318-513-2185	BBWI INVESTMENTS, LLC
LA	RUSTON	2797	507 W. CALIFORNIA STREET	71270	318-255-6295	MASON HARRISON RATLIFF ENTERPRISES/DONOVAN H. GRAVLEE, TRUSTEE
LA	SAINT FRANCISVILLE	2940	6885 U.S. HIGHWAY 61	70775	225-635-4898	LARRY TUCKER

State	City	Location	Address	Zip	Phone	Entity
LA	SAINT MARTINVILLE	1261	1924 N. MAIN STREET	70582	337-394-9782	Guernsey Holdings SDI LA LLC
LA	SHREVEPORT	1269	2560 BERT KOUNS INDUSTRIAL	71118	318-686-5104	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	SHREVEPORT	1272	7130 MANSFIELD RD	71108	318-686-1084	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	SHREVEPORT	1276	1681 EAST 70TH STREET	71105	318-798-1916	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	SHREVEPORT	3375	6113 WEST 70TH STREET	71129	318-688-6737	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	SHREVEPORT	3979	628 EAST KINGS HIGHWAY	71105	318-219-2633	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	SHREVEPORT	5016	396 BERT KOUNS LOOP	71106	318-671-7442	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	SHREVEPORT	5252	3724 GREENWOOD	71109	318-636-6604	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	Shreveport	6829	901 Pierremont Rd	71106	(318) 408-1176	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	SLIDELL	2977	1968 GAUSE BOULEVARD	70461	985-645-8617	1968 GAUSE, LLC
LA	SLIDELL	5464	61105 AIRPORT ROAD	70460	985-649-6814	66105 AIRPORT ROAD, LLC
LA	SLIDELL	5930	194 BROWNSWITCH ROAD	70458	985-641-0820	BROWNSWITCH, LLC
LA	SLIDELL	3437	1249 GAUSE BLVD.	70458	985-781-9151	MCLASON, LLC
LA	SLIDELL	6519	3225 PONTCHARTRAIN DRIVE	70458	985-643-3671	MCLASON, LLC
LA	SULPHUR	2913	1996 E. NAPOLE0N STREET	70663	337-533-8392	AFG SR NAPOLEAN, LLC
LA	SULPHUR	4188	2720 RUTH STREET	70665	337-527-0344	AFG SR RUTH, LLC
LA	SULPHUR	6477	110 SOUTH CITIES SERVICES HWY	70663	337-533-8594	AFG SR SOUTH CITY SERVICES, LLC
LA	TERRYTOWN	4241	805 BEHRMAN HIGHWAY	70056	504-393-1019	K.L.L.G., L.L.C.
LA	THIBODAUX	5340	800 NORTH CANAL BOULEVARD	70301	985-447-7000	GABE PRAY/JENNIFER PRAY
LA	VILLE PLATTE	3065	879 EAST LASALLE STREET	70586	(337) 202 -5556	Guernsey Holdings SDI LA LLC
LA	VINTON	5656	1801 WEST STREET	70668	337-589-9750	KENNETH W. WATFORD
LA	WALKER	3131	28320 WALKER SOUTH ROAD	70785	225-664-5773	LARRY TUCKER
LA	WEST MONROE	1306	3000 CYPRESS STREET	71291	318-340-1868	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	WEST MONROE	1313	409 THOMAS ROAD	71292	318-388-1878	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	WEST MONROE	3609	5325 CYPRESS STREET	71291	318-397-9813	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	WESTLAKE	3394	1615 SAMPSON STREET	70669	337-436-7900	GUERNSEY HOLDINGS SDI TX LLC
LA	WESTWEGO	4072	1480 W. BANK EXPRESSWAY	70094	504-340-5323	K.L.L.G., L.L.C.
LA	WINNFIELD	1311	900 WEST COURT STREET	71483	318-302-4031	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
LA	WINNSBORO	1304	3601 FRONT STREET	71295	318-435-9967	J. DIXON JOHNSTON/JACK A. YOUNG
LA	YOUNGSVILLE	6369	3016 EAST MILTON AVENUE	70592	337-451-2845	Guernsey Holdings SDI LA LLC
LA	ZACHARY	3247	5249 MAIN STREET	70791	225-654-3565	LARRY TUCKER
MA	PEABODY	6182	55 NEWBURY STREET	1960	978-535-9100	SOAR RESTAURANTS II, LLC
MA	SOMERSET	6542	707 GRAND ARMY HIGHWAY	2725	774-365-6941	HAWK & HAY OF SOMERSET, LLC

State	City	Location	Address	Zip	Phone	Entity
MA	SPRINGFIELD	6346	1057 BOSTON ROAD	1119	413-301-6580	SOAR RESTAURANTS II, LLC
MA	STOUGHTON	6489	630 WASHNGTON STREET	2072	781-436-8887	SUNIL PATEL
MD	BALTIMORE	6303	8733 PULASKI HIGHWAY	21221	443-231-5943	ENTOURAGE DEVELOPMENT LLC
MD	BALTIMORE	6255	8212 LIBERTY ROAD	21244	410-922-2190	SOAR RESTAURANTS II, LLC
MD	BALTIMORE	6306	2205 WEST PATAPSCO AVENUE	21227	410-368-3923	SOAR RESTAURANTS II, LLC
MD	BEL AIR	6323	1921 EMMORTON ROAD	21015	410-588-5638	BAGJ INVESTMENTS, LLC
MD	CAPITOL HEIGHTS	6493	8950 WALKER MILL ROAD	20743	301-350-0195	SOAR RESTAURANTS II, LLC
MD	EDGEWATER	6319	3106 B SOLOMONS ISLAND ROAD	21037	410-956-3986	SOAR RESTAURANTS II, LLC
MD	ELKTON	6281	103 EAST PULASKI HIGHWAY	21921	410-398-0430	BROCK ANDERSON/GEORGE K. JONES
MD	ELLICOTT CITY	6403	10160 BALTIMORE NATIONAL PIKE	21042	410-988-5663	SOAR RESTAURANTS II, LLC
MD	FREDERICK	6422	7420 GUILFORD DRIVE	21704	301-620-4036	SOAR RESTAURANTS II, LLC
MD	HAGERSTOWN	6340	1710 DUAL HIGHWAY	21740	301-739-7643	SOAR RESTAURANTS II, LLC
MD	LEXINGTON PARK	6434	46350 LEXINGTON VILLAGE WAY	20653	240-895-0105	SOAR RESTAURANTS II, LLC
MD	TIMONIUM	6406	2027 YORK ROAD	21093	443-275-7264	ENTOURAGE DEVELOPMENT LLC
MD	TOWSON	6648	1631 EAST JOPPA ROAD	21286	443-991-5172	ENTOURAGE DEVELOPMENT LLC
MD	WALDORF	6495	2055 CRAIN HIGHWAY	20601	240-210-8268	SOAR RESTAURANTS II, LLC
MD	WESTMINSTER	6644	404 NORTH CENTER STREET	21157	410-857-5500	SOAR RESTAURANTS II, LLC
MI	BIRCH RUN	6176	8650 MAIN STREET	48415	989-624-5765	SOAR RESTAURANTS II, LLC
MI	CLINTON TOWNSHIP	6094	40257 GROESBECK HIGHWAY	48036	586-463-1030	SOAR RESTAURANTS II, LLC
MI	COMMERCE	6013	3270 PONTIAC TRAIL	48390	248-669-3334	SOAR RESTAURANTS II, LLC
MI	COMSTOCK PARK	6205	3955 ALPINE AVENUE NW	49321	616-647-9466	SOAR RESTAURANTS II, LLC
MI	DEARBORN	6569	10403 FORD ROAD	48126	313-436-5033	DEARBORN SDI, INC.
MI	LAPEER	6137	983 SOUTH MAIN STREET	48446	810-660-8450	SEJAL SHAH/ASHVIN N. SHAH
MI	LINCOLN PARK	6670	3745 DIX HWY	48146	734-788-3598	SOAR RESTAURANTS LLC
MI	LIVONIA	6568	29622 7 MILE ROAD	48152	734-492-0910	SOAR RESTAURANTS II, LLC
MI	MONROE	6264	815 NORTH TELEGRAPH ROAD	48162	734-344-4124	SOAR RESTAURANTS LLC
MI	PORTAGE	6100	349 ROMENCE ROAD	49024	269-324-7777	SOAR RESTAURANTS II, LLC
MI	SHELBY TOWNSHIP	6276	45231 HAYES ROAD	48315	586-566-4040	SOAR RESTAURANTS II, LLC
MI	SOUTHGATE	5903	16270 FORT STREET	48195	734-412-7137	SOAR RESTAURANTS LLC
MI	STERLING HEIGHTS	6203	36888 VAN DYKE ROAD	48312	586-264-8700	SOAR RESTAURANTS II, LLC
MI	TROY	6160	124 JOHN R. ROAD	48083	248-629-9156	PRG-SD, INC.
MI	WESTLAND	6191	7725 NORTH WAYNE ROAD	48185	734-759-7007	SOAR RESTAURANTS LLC
MI	WYOMING	6117	5521 CLYDE PARK AVENUE SW	49509	616-532-1400	SOAR RESTAURANTS II, LLC
MN	BLOOMINGTON	6051	2101 AMERICAN BOULEVARD WEST	55431	952-746-9495	TOWER CAPITAL, LLC
MN	COLUMBIA HEIGHTS	6153	4910 CENTRAL AVENUE	55421	763-746-9525	TOWER CAPITAL, LLC

State	City	Location	Address	Zip	Phone	Entity
MN	ELK RIVER	5977	229 CARSON STREET	55330	763-404-8284	TOWER CAPITAL, LLC
MN	SAINT PAUL	5950	1960 SUBURBAN AVENUE	55119	651-379-9898	TOWER CAPITAL, LLC
MN	SAVAGE	5961	4233 EGAN ROAD	55378	952-746-8120	TOWER CAPITAL, LLC
MO	ANDERSON	1598	906 NORTH HIGHWAY 71	64831	417-845-7029	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	AURORA	1569	1415 S. ELLIOTT	65605	417-678-4448	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	AVA	1563	1119 NORTHWEST 12TH AVENUE	65608	417-683-3731	UMSTATTD RESTAURANTS, LLC
MO	BELTON	1620	139 E. NORTH AVENUE	64012	816-331-1117	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	BETHANY	5833	3808 MILLER	64424	660-425-8777	GARY SIMONS
MO	BLUE SPRINGS	1651	515 NE CORONADO DRIVE	64014	816-228-3663	SOAR RESTAURANTS II, LLC
MO	BLUE SPRINGS	1694	2323 NORTHWEST HIGHWAY 7	64015	816-224-2212	SOAR RESTAURANTS II, LLC
MO	BLUE SPRINGS	1703	1408 SOUTH HIGHWAY 7	64014	816-228-6544	SOAR RESTAURANTS II, LLC
MO	BLUE SPRINGS	4377	801 NW WOODS CHAPEL ROAD	64015	816-229-9966	SOAR RESTAURANTS II, LLC
MO	BOLIVAR	1646	404 S. SPRINGFIELD AVENUE	65613	417-326-6291	EXCEL INVESTMENTS III, INC.
MO	BOONVILLE	4019	2230 MAIN STREET	65233	660-882-8783	ROBERT BALL
MO	BRANSON	4525	3250 FALLS PARKWAY	65616	417-335-5054	UMSTATTD RESTAURANTS, LLC
MO	BRANSON WEST	3332	17921 STATE HIGHWAY 13	65737	417-272-8897	UMSTATTD RESTAURANTS, LLC
MO	Brookfield	6939	524 S. Main St.	64628	660-675-4007	ROBERT BALL
MO	BUCKNER	3785	118 EAST MONROE	64016	816-650-6906	SOAR RESTAURANTS II, LLC
MO	BUFFALO	1690	805 S. ASH STREET	65622	417-345-6556	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	BUTLER	1632	1014 W. FORT SCOTT STREET	64730	660-679-4725	UMSTATTD RESTAURANTS, LLC
MO	CABOOL	3684	333 OZARK STREET	65689	417-962-5999	NORTH FORK HOLDINGS, L.L.C.
MO	CALIFORNIA	5633	201 WEST BUCHANAN	65018	573-796-6334	UMSTATTD RESTAURANTS, LLC
MO	CAMDENTON	3224	501 EAST US HIGHWAY 54	65020	573-346-7478	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	CAMERON	1043	815 N. WALNUT	64429	816-632-1000	GARY SIMONS
MO	CAPE GIRARDEAU	5317	1764 NORTH KINGSHIGHWAY	63701	573-651-6676	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
MO	CAPE GIRARDEAU	5382	262 SEIMERS DRIVE	63701	573-335-8102	NORTH FORK HOLDINGS, L.L.C.
MO	CARROLLTON	1820	814 HARVEST HILL DR	64633	660-542-3500	UMSTATTD RESTAURANTS, LLC
MO	CARTHAGE	1729	1106 W. CENTRAL	64836	417-358-9686	D.L. ROGERS CORP.
MO	CARUTHERSVILLE	1747	1233 WEST THIRD STREET	63830	573-333-0495	PENNY GUTHRIE/SARA JO FOUNTAIN/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
MO	CASSVILLE	3844	99 MAIN ST	65625	417-847-4499	EXCEL INVESTMENTS IV, LLC
MO	CENTRALIA	5385	304 WEST HIGHWAY 22	65240	573-682-2695	UMSTATTD RESTAURANTS, LLC
MO	CHESTERFIELD	4526	17300 CHESTERFIELD AIRPORT RD	63005	636-519-7235	24 FRANCHISE GROUP, LLC
MO	CHILLICOTHE	1032	400 S. WASHINGTON STREET	64601	660-646-6255	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	CLINTON	1730	1014 E. OHIO	64735	660-885-2337	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
MO	COLUMBIA	1858	701 E. NIFONG BOULEVARD	65201	573-449-2568	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	COLUMBIA	3682	2210 PARIS ROAD	65202	573-474-4192	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	COLUMBIA	3857	200 BRICKTON ROAD	65201	573-817-9667	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	COLUMBIA	5612	3700 RANGELINE STREET	65202	573-499-0111	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	COLUMBIA	5645	5700 E. SAINT CHARLES ROAD	65202	573-474-4016	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	CUBA	4435	420 N. FRANKLIN	65453	573-885-6424	JACOB W. STAUFFER/ROBERT (RB) BRUCE GRISHAM, JR.
MO	DE SOTO	5371	12872 STATE ROUTE 21	63020	636-586-6645	24 FRANCHISE GROUP, LLC
MO	DEXTER	1894	702 NORTH 1 MILE ROAD	63841	573-624-8400	PENNY GUTHRIE/SARA JO FOUNTAIN/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
MO	DONIPHAN	1156	404 WASHINGTON STREET	63935	573-996-5200	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
MO	EAST PRAIRIE	6563	201 PRAIRIE DRIVE	63845	573-649-7100	ROBERT SORRELLS
MO	EL DORADO SPRINGS	1972	120 WEST US HIGHWAY 54	64744	417-876-5755	UMSTATTD RESTAURANTS, LLC
MO	EXCELSIOR SPRINGS	1958	1715 W. JESSE JAMES ROAD	64024	816-637-9025	D.L. ROGERS CORP.
MO	FARMINGTON	3694	745 WEBER ROAD	63640	573-756-2828	ESCH, INC./ANTHONY J. SHERMAN
MO	FENTON	4392	100 GRAVOIS BLUFFS CIRCLE	63026	636-343-1669	24 FRANCHISE GROUP, LLC
MO	FESTUS	3430	302 FESTUS CENTER DRIVE	63028	636-937-3680	ESCH, INC./ANTHONY J. SHERMAN
MO	FLORISSANT	4769	13947 NEW HALLS FERRY ROAD	63033	314-837-9100	24 FRANCHISE GROUP, LLC
MO	FORSYTH	4924	15700 US HWY 160	65653	417-546-6500	UMSTATTD RESTAURANTS, LLC
MO	FREDERICKTOWN	1074	207 NORTH LINCOLN DRIVE	63645	573-783-2395	ESCH, INC.
MO	FULTON	2058	1903 BLUFF STREET	65251	573-642-3060	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	GLADSTONE	2122	7112 N. OAK TRAFFICWAY	64118	816-436-1024	GARY SIMONS
MO	GRAIN VALLEY	3555	706 MAIN	64029	816-847-5533	SOAR RESTAURANTS II, LLC
MO	GRANDVIEW	2094	12312 BLUE RIDGE	64030	816-761-1054	GARY SIMONS
MO	GRANDVIEW	5212	6200 EAST 150 HWY	64030	816-965-9692	GARY SIMONS
MO	HANNIBAL	5028	3939 MCMASTERS AVENUE	63401	573-221-7200	SOAR RESTAURANTS II, LLC
MO	HARRISONVILLE	2179	906 SOUTH COMMERCIAL	64701	816-884-2033	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
MO	HIGGINSVILLE	2216	2811 MO-13 HIGHWAY	64037	660-584-3724	SOAR RESTAURANTS II, LLC
MO	HOLDEN	2223	101 S. LEXINGTON	64040	816-732-5501	STEVE ZAHN/BART BRILEY/CHRIS FLETCHALL
MO	HOLLISTER	3909	125 MALL ROAD	65672	417-332-0101	UMSTATTD RESTAURANTS, LLC
MO	HOUSTON	2181	1486 S. SAM HOUSTON BOULEVARD	65483	417-967-2938	LEON E. BRILEY/EDDIE PHILLIPS
MO	INDEPENDENCE	1128	16510 E. 23RD ST S	64050	816-836-0030	GARY SIMONS
MO	INDEPENDENCE	1129	11320 E 23RD ST	64052	816-254-6633	GARY SIMONS
MO	INDEPENDENCE	1130	10802 HIGHWAY 40 E.	64052	816-737-5599	SOAR RESTAURANTS II, LLC
MO	INDEPENDENCE	1131	3444 S. NOLAND ROAD	64055	816-836-8600	SOAR RESTAURANTS II, LLC
MO	INDEPENDENCE	2243	16909 E. US 24 HIGHWAY	64056	816-257-0882	SOAR RESTAURANTS II, LLC

State	City	Location	Address	Zip	Phone	Entity
MO	INDEPENDENCE	5482	4001 SOUTH JACKSON DRIVE	64057	816-795-7403	SOAR RESTAURANTS II, LLC
MO	JACKSON	2279	530 S. HOPE STREET	63755	573-243-6211	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
MO	JEFFERSON CITY	2291	201 COMMERCE DRIVE	65109	573-634-9033	UMSTATTD RESTAURANTS, LLC
MO	JEFFERSON CITY	3293	314 ELLIS BOULEVARD	65101	573-761-9113	UMSTATTD RESTAURANTS, LLC
MO	JEFFERSON CITY	5174	1711 EAST ELM STREET	65101	573-632-2740	UMSTATTD RESTAURANTS, LLC
MO	JENNINGS	5135	8431 LUCAS & HUNT ROAD	63136	314-382-3031	24 FRANCHISE GROUP, LLC
MO	JOPLIN	2248	310 EAST 32ND STREET	64804	417-781-5090	D.L. ROGERS CORP.
MO	JOPLIN	2274	1030 E SEVENTH	64801	417-781-8334	D.L. ROGERS CORP.
MO	JOPLIN	2280	720 MAIDEN LANE	64801	417-782-5883	D.L. ROGERS CORP.
MO	JOPLIN	2288	1101 SOUTH RANGELINE	64801	417-553-7758	D.L. ROGERS CORP.
MO	JOPLIN	6383	3333 SOUTH RANGE LINE ROAD	64804	417-624-4828	D.L. ROGERS CORP.
MO	KANSAS CITY	2322	5105 NORTHEAST VIVION ROAD	64119	816-455-0780	GARY SIMONS
MO	KANSAS CITY	4326	7521 NW BARRY ROAD	64152	816-584-0322	GARY SIMONS
MO	KANSAS CITY	4375	822 WESTPORT ROAD	64111	816-753-8181	GARY SIMONS
MO	KANSAS CITY	4593	10101 N.E. COOKINGHAM ROAD	64157	816-407-9880	GARY SIMONS
MO	KANSAS CITY	5585	4520 BLUE PARKWAY	64130	816-861-0854	GARY SIMONS
MO	KANSAS CITY	6426	301 NE 91ST	64155	816-468-1999	GARY SIMONS
MO	KANSAS CITY	4891	500 EAST RED BRIDGE ROAD	64131	816-943-1504	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
MO	KANSAS CITY	1143	4200 INDEPENDENCE AVENUE	64124	816-241-4665	ROBERT BALL
MO	KANSAS CITY	3427	10455 BLUE RIDGE BLVD	64134	816-761-1101	ROBERT BALL
MO	KANSAS CITY	3708	8227 WORNALL ROAD	64114	816-822-3663	SOAR RESTAURANTS II, LLC
MO	KEARNEY	2318	510 PLATTE CLAY WAY	64060	816-628-5656	GARY SIMONS
MO	KENNETT	2296	1101 FIRST STREET	63857	573-888-5739	PENNY GUTHRIE/DARRELL L. WHEELER/KARI DAWN ROMERO/SARA JO FOUNTAIN/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)/JOE HOLDERBY (DESCD)
MO	KIRKSVILLE	2321	2119 N. BALTIMORE STREET	63501	660-627-4808	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	KIRKWOOD	4142	1002 S KIRKWOOD RD	63122	314-835-1149	24 FRANCHISE GROUP, LLC
MO	KNOB NOSTER	3397	300 N STATE STREET	65336	660-563-4944	UMSTATTD RESTAURANTS, LLC
MO	LAKE SAINT LOUIS	5717	6325 RONALD REAGAN DRIVE	63367	636-561-4312	24 FRANCHISE GROUP, LLC
MO	LAMAR	2404	37 EAST HIGHWAY 160	64759	417-682-6182	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	LAURIE	4826	155 SOUTH MAIN STREET	65037	573-374-7742	EXCEL INVESTMENTS III, INC.

State	City	Location	Address	Zip	Phone	Entity
MO	LAWSON	4589	29411 HIGHWAY D	64062	816-580-7997	GARY SIMONS
MO	LEBANON	2345	849 SOUTH JEFFERSON	65536	417-532-6330	EXCEL INVESTMENTS III, INC.
MO	LEES SUMMIT	1146	300 SE THIRD	64063	816-525-6315	GARY SIMONS
MO	LEES SUMMIT	3498	1901 E LANGSFORD ROAD	64063	816-554-7800	GARY SIMONS
MO	LEES SUMMIT	5211	1135 NE DOUGLAS	64086	816-347-1298	GARY SIMONS
MO	LEE'S SUMMIT	3876	180 SOUTHEAST MO-150 HIGHWAY	64082	816-537-0099	SOAR RESTAURANTS II, LLC
MO	LEE'S SUMMIT	5679	3740 NE RALPH POWELL ROAD	64064	816-525-9806	SOAR RESTAURANTS II, LLC
MO	LEXINGTON	2399	909 SOUTH BUSINESS HIGHWAY 13	64067	660-259-3732	SOAR RESTAURANTS II, LLC
MO	LIBERTY	3622	615 S 291 HIGHWAY	64068	816-792-8242	GARY SIMONS
MO	LICKING	5405	146 WEST HIGHWAY 32	65542	573-674-2126	JACOB W. STAUFFER/ROBERT (RB) BRUCE GRISHAM, JR.
MO	LONE JACK	5759	101 EAST BATTLEFIELD ROAD	64070	816-697-2300	STEVE ZAHN/BART BRILEY/CHRIS FLETCHALL
MO	MACON	1184	603 SPRUCE STREET	63552	660-385-3613	ROBERT BALL
MO	MALDEN	2471	910 N. DOUGLAS	63863	573-276-3155	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
MO	MANCHESTER	4070	601 BIG BEND ROAD	63021	636-207-8143	24 FRANCHISE GROUP, LLC
MO	MARIONVILLE	3265	US HIGHWAY 60 WEST	65705	417-463-7080	UMSTATTD RESTAURANTS, LLC
MO	MARSHALL	2542	970 WEST COLLEGE	65340	660-886-6901	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	MARSHFIELD	2545	1330 WEST JEFFERSON STREET	65706	417-468-3360	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	MARYVILLE	1175	721 SOUTH MAIN STREET	64468	660-562-3545	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	MEXICO	2549	808 E. LIBERTY	65265	573-581-2694	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	MOBERLY	2467	1021 N. MORLEY	65270	660-263-3231	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	MONETT	2472	810 E. CLEVELAND	65708	417-235-6345	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
MO	MOUNT VERNON	3450	635 E MOUNT VERNON BOULEVARD	65712	417-466-7359	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
MO	MOUNTAIN GROVE	1185	1601 NORTH MAIN STREET	65711	417-926-5322	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	Mountain View	2547	601 Drake Street	65548	417-934-1842	EXCEL INVESTMENTS III, INC.
MO	NEOSHO	1200	650 S. NEOSHO BOULEVARD	64850	417-451-1481	DAVID RUTH/MATTHEW RUTH
MO	NEVADA	2591	2117 EAST AUSTIN BOULEVARD	64772	417-667-5200	MAX K. RICKERSON/JOHN HORN
MO	NIXA	2635	605 W. MT VERNON	65714	417-725-8005	EXCEL INVESTMENTS III, INC.
MO	NORTH KANSAS CITY	2323	1412 BURLINGTON	64116	816-421-5941	GARY SIMONS
MO	OAK GROVE	1226	1305 S. BROADWAY	64075	816-625-7226	SOAR RESTAURANTS II, LLC
MO	ODESSA	2672	408 NORTH SECOND STREET	64076	816-230-5588	GARY SIMONS
MO	O'FALLON	3618	312 S. MAIN STREET	63366	636-272-1838	24 FRANCHISE GROUP, LLC
MO	OVERLAND	4434	10414 PAGE AVENUE	63132	314-428-1313	24 FRANCHISE GROUP, LLC
MO	OZARK	1223	1108 WEST JACKSON	65721	417-581-3292	EXCEL INVESTMENTS IV, LLC
MO	PARK HILLS	1070	701 E. MAIN STREET	63601	573-431-1400	ESCH, INC.

State	City	Location	Address	Zip	Phone	Entity
MO	PARKVILLE	2780	8700 N.W. 63RD STREET	64152	816-746-5535	GARY SIMONS
MO	PECULIAR	3840	391 LEGEND LANE	64078	816-779-6550	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
MO	PERRYVILLE	5732	18 SOUTH PERRYVILLE BLVD.	63775	573-517-0832	NORTH FORK HOLDINGS, L.L.C.
MO	PIEDMONT	2779	915 SOUTH MAIN	63957	573-223-4484	NORTH FORK HOLDINGS, L.L.C.
MO	PLATTE CITY	5244	1308 PLATTE FALLS ROAD	64079	816-858-7662	GARY SIMONS
MO	PLEASANT HILL	2736	602 NORTH HIGHWAY 7	64080	816-987-2243	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
MO	POPLAR BLUFF	3448	1407 S. BROADWAY	63901	573-778-9111	DONALD R. BENSON (DESCD)
MO	POPLAR BLUFF	2778	214 S. WESTWOOD	63901	573-785-7666	STANFILL MANAGEMENT, INC./DONALD R. BENSON (DESCD)
MO	PORTAGEVILLE	5928	160 EAST STATE HIGHWAY 162	63873	573-379-3255	NORTH FORK HOLDINGS, L.L.C.
MO	POTOSI	2777	611 E. HIGH STREET	63664	573-438-2779	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	RAYMORE	2837	229 N. MADISON	64083	816-322-3323	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
MO	RAYTOWN	1252	6525 RAYTOWN ROAD	64133	816-737-1950	GARY SIMONS
MO	REPUBLIC	2836	790 US HIGHWAY 60 EAST	65738	417-732-1401	D.L. ROGERS CORP.
MO	RICHMOND	2825	400 EAST MAIN	64085	816-470-6550	GARY SIMONS
MO	RIVERSIDE	2835	2707 NW VIVION ROAD	64150	816-741-1760	GARY SIMONS
MO	ROGERSVILLE	6617	436 SOUTH MILL STREET	65742	417-929-6159	KENNETH V. SMITH/JOHN R. FRIEND
MO	ROLLA	6799	109 SOUTH BISHOP AVENUE	65401	573-202-6495	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SAINT CHARLES	4993	2001 OLD HIGHWAY 94 SOUTH	63303	636-724-8000	24 FRANCHISE GROUP, LLC
MO	SAINT JAMES	5877	811 NORTH JEFFERSON	65559	573-265-3010	NORTH FORK HOLDINGS, L.L.C.
MO	SAINT JOSEPH	1266	3110 NORTH BELT HIGHWAY	64506	816-279-5444	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SAINT JOSEPH	1283	502 NORTH BELT HIGHWAY	64506	816-279-7743	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SAINT JOSEPH	3573	5810 LAKE AVENUE	64504	816-238-4520	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SAINT JOSEPH	5973	4303 COMMONWEALTH COURT, #2A	64503	816-364-2905	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SAINT LOUIS	3918	3156 S KINGS HIGHWAY BLVD.	63116	314-772-8331	24 FRANCHISE GROUP, LLC
MO	SAINT PETERS	3904	651 SALT LICK ROAD	63376	636-387-0332	24 FRANCHISE GROUP, LLC
MO	SAINT ROBERT	1260	1030 OLD ROUTE 66	65584	573-336-2007	UMSTATTD RESTAURANTS, LLC
MO	SALEM	1264	500 HIGHWAY 32 EAST	65560	573-729-7800	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SAVANNAH	6801	300 EAST WILLIAM STREET	64485	816-432-8237	ROBERT BALL
MO	SEDALIA	2964	300 W. BROADWAY	65301	660-826-1114	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SEDALIA	3810	2800 S. LIMIT	65301	660-829-1211	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SENECA	6420	2314 CHEROKEE AVENUE	64865	417-776-5463	ESCH, INC.

State	City	Location	Address	Zip	Phone	Entity
MO	SIKESTON	2947	216 NORTH MAIN STREET	63801	573-472-3446	NORTH FORK HOLDINGS, L.L.C.
MO	SMITHVILLE	4144	1506 S. US. HIGHWAY 169	64089	816-532-9190	GARY SIMONS
MO	SPRINGFIELD	1279	1630 NORTH GLENSTONE	65803	417-865-4999	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SPRINGFIELD	1288	210 WEST BATTELFIELD	65807	417-889-4141	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SPRINGFIELD	3772	1642 EAST REPUBLIC ROAD	65804	417-881-7307	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SPRINGFIELD	3795	2935 EAST SUNSHINE	65804	417-881-8999	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SPRINGFIELD	4163	2605 WEST REPUBLIC ROAD	65807	417-882-4605	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SPRINGFIELD	5180	3525 CHESTNUT EXPRESSWAY	65802	417-868-0063	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	Springfield	6828	729 West Sunshine St	65807	417-862-8947	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	SPRINGFIELD	2882	635 W. COMMERCIAL	65803	417-866-6245	JACOB W. STAUFFER/R. BRUCE GRISHAM/ROBERT (RB) BRUCE GRISHAM, JR./DAN WILLIAMS
MO	SPRINGFIELD	3890	5656 S FARM ROAD 157	65810	417-889-6573	LEON E. BRILEY/LYLE BRILEY/STEVE ZAHN/BART BRILEY/BRUCE BRILEY
MO	ST. CHARLES	5029	3851 ELM STREET	63301	636-925-0044	24 FRANCHISE GROUP, LLC
MO	STOCKTON	4033	1409 SOUTH HIGHWAY 39	65785	417-276-4200	EXCEL INVESTMENTS III, INC.
MO	SUGAR CREEK	1265	11707 E HWY 24	64054	816-254-9650	GARY SIMONS
MO	TRENTON	3017	1905 EAST NINTH	64683	660-359-6794	ROBERT BALL
MO	TROY	3331	891 EAST CHERRY STREET	63379	636-528-2632	UMSTATTD RESTAURANTS, LLC
MO	UNION	3215	#3 HIGHWAY 50 WEST	63084	636-583-8244	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	VERSAILLES	5188	401 SOUTH HIGHWAY 5	65084	573-378-2226	UMSTATTD RESTAURANTS, LLC
MO	WARRENSBURG	3230	419 N. MAGUIRE	64093	660-747-6767	STEVEN CARROLL
MO	WARSAW	3140	2003 COMMERCIAL STREET	65355	660-438-6200	UMSTATTD RESTAURANTS, LLC
MO	WASHINGTON	1315	545 EAST FIFTH STREET	63090	636-390-4411	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
MO	WEBB CITY	2283	24949 DEMOTT DRIVE	64870	417-624-3397	D.L. ROGERS CORP.
MO	WEBB CITY	3094	1310 SOUTH MADISON	64870	417-673-3033	D.L. ROGERS CORP.
MO	WEST PLAINS	3097	1710 GIBSON	65775	417-256-9771	PENNY GUTHRIE/SARA JO FOUNTAIN/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
MO	WILLARD	4805	411 MILLER ROAD	65781	417-742-4443	EXCEL INVESTMENTS III, INC.
MO	WINDSOR	1320	329 N. MAIN STREET	65360	660-647-2136	ROBERT BALL
MS	ABERDEEN	1506	805 S. CHESTNUT	39730	662-369-8181	ERNIE JACOBSEN
MS	AMORY	1503	1519 HIGHWAY 278 EAST	38821	662-256-5090	M & F MANAGEMENT, LLP
MS	BALDWYN	5424	701 HIGHWAY 45 SOUTH	38824	662-365-3660	M & F MANAGEMENT, LLP
MS	BATESVILLE	1629	700 HIGHWAY 6 EAST	38606	662-563-4566	WESTERFIELD'S SDI, INC.
MS	BAY SPRINGS	1023	2841 HIGHWAY 15 NORTH	39422	601-764-3040	RONALD G. MCCLAIN
MS	BELMONT	4503	291 2ND STREET	38827	662-454-3070	M & F MANAGEMENT, LLP
MS	BILOXI	4194	927 CEDAR LAKE ROAD	39532	228-392-2424	SWEETWATER FRANCHISE GROUP LLC

State	City	Location	Address	Zip	Phone	Entity
MS	BILOXI	6603	2415 PASS ROAD	39531	228-207-2927	SWEETWATER FRANCHISE GROUP LLC
MS	BOONEVILLE	1699	1116 N. SECOND STREET	38829	662-728-9055	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	BRANDON	1691	900 W. GOVERNMENT STREET	39042	601-825-5928	RONALD G. MCCLAIN
MS	BRANDON	4774	1861 SPILLWAY ROAD	39047	601-919-8504	RONALD G. MCCLAIN
MS	BROOKHAVEN	3603	934 BROOKWAY BLVD	39601	601-833-8344	JIMMY D. HODGES/WILLIAM TYRONE SMITH/BRANDON JONES
MS	BRUCE	1677	HIGHWAY 32 W.	38915	662-983-4353	WESTERFIELD'S SDI, INC.
MS	CALHOUN CITY	6633	597 EAST VETERANS BOULEVARD	38916	662-628-1100	M & F MANAGEMENT, LLP
MS	CANTON	5348	1437 PEACE STREET	39046	601-855-2232	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	CARTHAGE	1804	200 HIGHWAY 35 NORTH	39051	601-267-4555	WILLIAM TYRONE SMITH/BRANDON JONES
MS	CLARKSDALE	1726	719 DE SOTO	38614	662-624-2126	GREG MALATESTA/LARRY KINSLOW
MS	CLEVELAND	1716	409 EAST SUNFLOWER ROAD	38732	662-843-4389	MASON HARRISON RATLIFF ENTERPRISES/ANGELA MASON/DAVID MASON/DONOVAN H. GRAVLEE, TRUSTEE/RAY MASON (DECSD)
MS	CLINTON	3221	849 E. NORTHSIDE DRIVE	39056	601-924-7136	RONALD G. MCCLAIN
MS	CLINTON	5448	971 HIGHWAY 80	39056	601-926-1515	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	COLLINS	1815	3262 HIGHWAY 49 S.	39428	601-765-4282	SWEETWATER FRANCHISE GROUP LLC
MS	COLUMBIA	6536	1072 HIGHWAY 98 BYPASS	39429	601-736-4040	RONALD G. MCCLAIN
MS	COLUMBUS	1733	1916 HIGHWAY 45 N.	39705	662-327-3026	ERNIE JACOBSEN
MS	COLUMBUS	1767	221 ALABAMA STREET	39702	662-327-6726	MASON HARRISON RATLIFF ENTERPRISES/DONOVAN H. GRAVLEE, TRUSTEE
MS	CORINTH	1740	1107 SOUTH CASS	38834	662-287-4626	RONALD A. SOLBERG/PATRICIA A. SOLBERG/DONOVAN H. GRAVLEE, TRUSTEE/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	CRYSTAL SPRINGS	1825	152 BOBO DRIVE	39059	601-892-5957	WILLIAM TYRONE SMITH/BRANDON JONES
MS	D'IBERVILLE	5446	3521 SANGANI BOULEVARD	39540	228-396-2555	RONALD G. MCCLAIN
MS	ECRU	5150	6561 HIGHWAY 15	38863	662-489-1400	M & F MANAGEMENT, LLP
MS	ELLISVILLE	1066	208 HIGHWAY 11 N.	39437	601-477-3063	SWEETWATER FRANCHISE GROUP LLC
MS	EUPORA	1976	1165 VETERANS MEMORIAL BLVD SO	39744	662-258-3351	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	FLORENCE	4455	102 CROSSPARK BLVD	39073	601-845-1474	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	FLOWOOD	1712	598 GRANTS FERRY ROAD	39232	601-992-0059	RONALD G. MCCLAIN
MS	FLOWOOD	6553	1708 OLD FANNIN ROAD	39232	601-992-1959	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	FOREST	2028	150 WEST THIRD STREET	39074	601-469-3000	WILLIAM TYRONE SMITH/BRANDON JONES

State	City	Location	Address	Zip	Phone	Entity
MS	FULTON	4389	1620 SOUTH ADAMS STREET	38843	662-862-3000	ERNIE JACOBSEN
MS	GAUTIER	3777	3105 HIGHWAY 90	39553	228-497-7060	RONALD G. MCCLAIN
MS	GLUCKSTADT	6367	1237 GLUCKSTADT ROAD	39110	601-856-2556	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	GREENVILLE	2075	1404 HIGHWAY 82 E	38703	662-335-9120	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
MS	GREENVILLE	2121	729 E. REED ROAD	38701	662-332-4400	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
MS	GREENWOOD	2072	407 W. PARK AVENUE	38930	662-455-1131	MASON HARRISON RATLIFF ENTERPRISES/CAROL LEE MASON/DONOVAN H. GRAVLEE, TRUSTEE/JAMES R. BAGWELL/SHERRY WILLIS
MS	GRENADA	2078	2005 S COMMERCE STREET	38901	662-226-8343	MASON HARRISON RATLIFF ENTERPRISES/DONOVAN H. GRAVLEE, TRUSTEE/MAL YOUNG & SONS ENT., INC.
MS	GULFPORT	2106	12046 US HIGHWAY 49	39503	228-832-8184	MAL YOUNG & SONS ENT., INC.
MS	GULFPORT	3911	532 COURTHOUSE ROAD	39507	228-897-1011	RONALD G. MCCLAIN
MS	GULFPORT	4042	15025 CREOSOTE ROAD	39503	228-863-7002	SWEETWATER FRANCHISE GROUP LLC
MS	GULFPORT	5418	2505 17TH STREET	39501	228-863-8180	SWEETWATER FRANCHISE GROUP LLC
MS	GULFPORT	5452	11150 LORAINE ROAD	39503	228-831-3563	SWEETWATER FRANCHISE GROUP LLC
MS	HATTIESBURG	3932	5895 HIGHWAY 49	39402	601-296-9440	RONALD G. MCCLAIN
MS	HATTIESBURG	4220	5324 OLD HIGHWAY 11	39402	601-261-5560	RONALD G. MCCLAIN
MS	HATTIESBURG	4867	6872 US HIGHWAY 49	39402	601-268-6364	RONALD G. MCCLAIN
MS	HATTIESBURG	3520	3700 W FOURTH STREET	39401	601-264-1244	SWEETWATER FRANCHISE GROUP LLC
MS	HERNANDO	2208	955 EAST COMMERCE STREET	38632	662-429-9840	RONALD A. SOLBERG/PATRICIA A. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	HOLLY SPRINGS	2157	690 HIGHWAY 7 SOUTH	38635	662-252-1944	RONALD A. SOLBERG/PATRICIA A. SOLBERG
MS	HORN LAKE	3412	2344 GOODMAN ROAD WEST	38637	662-280-0900	RONALD A. SOLBERG/PATRICIA A. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	HOUSTON	2178	682 N. JACKSON	38851	662-456-5400	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	INDIANOLA	2239	520 HIGHWAY 82 E.	38751	662-887-2929	MASON HARRISON RATLIFF ENTERPRISES/DONOVAN H. GRAVLEE, TRUSTEE
MS	IUKA	2244	1660 W. QUITMAN STREET	38852	662-423-9100	M & F MANAGEMENT, LLP
MS	JACKSON	2256	4719 CLINTON BOULEVARD	39209	601-922-5060	RONALD G. MCCLAIN
MS	JACKSON	2277	2933 MCDOWELL ROAD EXTENSION	39212	601-373-3175	RONALD G. MCCLAIN
MS	JACKSON	2278	3190 W. NORTHSIDE DRIVE	39213	601-981-5352	RONALD G. MCCLAIN
MS	JACKSON	3398	7380 SIWELL ROAD	39272	601-373-1564	RONALD G. MCCLAIN
MS	JACKSON	4738	5849 RIDGEWOOD ROAD	39211	601-991-2201	RONALD G. MCCLAIN
MS	KOSCIUSKO	2295	360 HIGHWAY 12 EAST	39090	662-289-4433	WILLIAM TYRONE SMITH/BRANDON JONES
MS	LAUREL	1166	2025 HIGHWAY 15 N.	39440	601-649-4685	RONALD G. MCCLAIN

State	City	Location	Address	Zip	Phone	Entity
MS	LEXINGTON	3804	324 DEPOT STREET	39095	662-834-4822	RONALD G. MCCLAIN
MS	LONG BEACH	3553	112 JEFF DAVIS AVENUE	39560	228-864-1817	SWEETWATER FRANCHISE GROUP LLC
MS	LOUISVILLE	2415	2317 S. CHURCH STREET	39339	662-773-4712	WILLIAM TYRONE SMITH/BRANDON JONES
MS	LUCEDALE	2391	182 WINTER STREET	39452	601-947-7866	SWEETWATER FRANCHISE GROUP LLC
MS	MAGEE	2511	1644 SIMPSON HWY 49	39111	601-849-2004	SWEETWATER FRANCHISE GROUP LLC
MS	MCCOMB	2453	1104 DELAWARE AVENUE	39648	601-684-0525	RICKEY NEWMAN, JR./RICKEY NEWMAN, SR. (DECSD)
MS	MERIDIAN	3414	2449 NORTH HILL STREET	39305	601-483-1955	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
MS	MERIDIAN	5855	2224 HIGHWAY 19 NORTH	39307	601-482-9539	MASON HARRISON RATLIFF ENTERPRISES/SOUTHERN PARTNERS, L.L.C.
MS	MONTICELLO	2530	229 F.E. SELLERS HIGHWAY	39654	601-587-2338	RONALD G. MCCLAIN
MS	MORTON	2512	5084 HIGHWAY 80	39117	601-732-2100	MCCLAIN, MCCLAIN, MCCLAIN, INC./R.B.V., INC.
MS	MOSS POINT	2477	4725 MAIN STREET	39563	228-475-6725	MASON HARRISON RATLIFF ENTERPRISES/JOYCE BRAY/MAL YOUNG & SONS ENT., INC.
MS	NATCHEZ	2605	294 SGT. PRENTISS DRIVE	39120	601-446-8351	MASON HARRISON RATLIFF ENTERPRISES/JAMES R BAGWELL
MS	NETTLETON	6366	7224 HIGHWAY 45 NORTH	38858	662-963-2325	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	NEW ALBANY	1191	343 W. BANKHEAD STREET	38652	662-534-3000	GREG MALATESTA
MS	NEWTON	2609	NORTHSIDE PLAZA SHOP 112	39345	601-683-6133	WILLIAM TYRONE SMITH/BRANDON JONES
MS	OCEAN SPRINGS	3683	740 BIENVILLE BLVD	39564	228-872-8533	RONALD G. MCCLAIN
MS	OCEAN SPRINGS	4145	3909 BIENVILLE BLVD	39564	228-872-5379	RONALD G. MCCLAIN
MS	OKOLONA	2660	403 EAST MONROE AVENUE	38860	662-447-3884	M & F MANAGEMENT, LLP
MS	OLIVE BRANCH	2666	9060 GOODMAN ROAD	38654	662-895-4875	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	OLIVE BRANCH	4595	7315 HACKS CROSS ROAD	38654	662-890-7771	RONALD A. SOLBERG/PATRICIA A. SOLBERG/ROBERT T. SOLBERG/RONALD T. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	OXFORD	6574	2000 WEST JACKSON AVENUE	38655	662-234-8005	MASON HARRISON RATLIFF ENTERPRISES/RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/ROBERT T. SOLBERG
MS	OXFORD	2639	1207 EAST UNIVERSITY	38655	662-550-4999	RONALD A. SOLBERG/PATRICIA A. SOLBERG/RALPH L. MASON (DECSD)
MS	PASCAGOULA	2729	2412 MARKET AVENUE	39567	228-769-9500	GARY W. KINSLOW
MS	PEARL	2707	3539 HIGHWAY 80 EAST	39208	601-939-9024	RONALD G. MCCLAIN
MS	PEARL	3745	141 S. PEARSON ROAD	39208	601-932-8001	RONALD G. MCCLAIN/BRUCE VAUGHN
MS	PETAL	2770	504 HIGHWAY 42 EAST	39465	601-545-7722	SWEETWATER FRANCHISE GROUP LLC

State	City	Location	Address	Zip	Phone	Entity
MS	PHILADELPHIA	2774	231 BEACON STREET	39350	601-656-5250	WILLIAM TYRONE SMITH/BRANDON JONES
MS	PICAYUNE	2717	3001 HIGHWAY 11 NORTH	39466	601-798-4100	GARY W. KINSLOW
MS	PONTOTOC	2730	191 HIGHWAY 15	38863	662-489-6295	RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/DONOVAN H. GRAVLEE, JR/RALPH L. MASON (DECSD)/H. MAX HARRISON (DECSD)
MS	POPLARVILLE	2758	1110 S. MAIN STREET	39470	601-795-2231	MAL YOUNG & SONS ENT., INC.
MS	PORT GIBSON	2765	1163 HIGHWAY 61 NORTH	39150	601-437-5611	RONALD G. MCCLAIN
MS	PURVIS	2766	5814 US HIGHWAY 11	39475	601-794-8870	SWEETWATER FRANCHISE GROUP LLC
MS	RAYMOND	3978	1071 MAIN STREET	39154	601-857-0034	RONALD G. MCCLAIN
MS	RICHLAND	2816	1007 HIGHWAY 49 S.	39218	601-939-0530	RONALD G. MCCLAIN
MS	RIDGELAND	2840	1900 EAST COUNTYLINE ROAD	39157	601-957-0850	RONALD G. MCCLAIN
MS	RIDGELAND	3541	316 HIGHWAY 51	39157	601-898-9909	RONALD G. MCCLAIN
MS	RIPLEY	4518	710 CITY AVENUE SOUTH	38663	662-837-8144	M & F MANAGEMENT, LLP
MS	SARDIS	2932	525 E. LEE STREET	38666	662-487-3839	WESTERFIELD'S SDI, INC.
MS	SENATOBIA	2874	332 N. HEARD STREET	38668	662-562-5641	GAYE LEWIS
MS	SOUTHAVEN	6198	899 CHURCH ROAD W.	38671	662-393-2987	MASON HARRISON RATLIFF ENTERPRISES/RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/ROBERT T. SOLBERG
MS	SOUTHAVEN	2871	1185 MAIN STREET	38671	662-393-8301	RONALD A. SOLBERG/PATRICIA A. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	SOUTHAVEN	3805	3080 GOODMAN ROAD	38672	662-349-1919	RONALD A. SOLBERG/PATRICIA A. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	SOUTHAVEN	5202	7152 AIRWAYS BOULEVARD	38671	662-349-3004	RONALD A. SOLBERG/PATRICIA A. SOLBERG/ROBERT T. SOLBERG/RONALD T. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
MS	STARKVILLE	2857	302 HIGHWAY 12 E.	39759	662-323-3448	ERNIE JACOBSEN
MS	STARKVILLE	2963	913 HIGHWAY 12 WEST	39759	662-324-6214	ERNIE JACOBSEN
MS	TUNICA	3028	HIGHWAY 61 N.	38676	662-363-3488	GREG MALATESTA
MS	TUPELO	3005	451 SOUTH GLOSTER STREET	38801	662-260-5122	ERNIE JACOBSEN
MS	TUPELO	3320	2608 W MAIN ST	38801	662-841-0073	ERNIE JACOBSEN
MS	TUPELO	5471	3529 MCCULLOUGH BLVD.	38826	662-844-6177	M & F MANAGEMENT, LLP
MS	TUPELO	5420	3375 NORTH GLOSTER STREET	38804	662-680-9115	RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/ROBERT T. SOLBERG
MS	TYLERTOWN	3023	520 BEULAH AVE	39667	601-876-6295	SWEETWATER FRANCHISE GROUP LLC
MS	VICKSBURG	3064	730 HIGHWAY 61 NORTH	39183	601-636-0371	MASON HARRISON RATLIFF ENTERPRISES/DONOVAN H. GRAVLEE, TRUSTEE
MS	VICKSBURG	4524	3101 HALLS FERRY ROAD	39180	601-638-2009	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/JAMES R. BAGWELL

State	City	Location	Address	Zip	Phone	Entity
MS	WATER VALLEY	3119	316 SOUTH MAIN STREET	38965	662-473-3777	RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/ROBERT T. SOLBERG
MS	WAVELAND	5132	405 U.S. HIGHWAY 90	39576	228-467-1626	SWEETWATER FRANCHISE GROUP LLC
MS	WAYNESBORO	4263	906 AZALEA DRIVE	39367	601-735-4648	SWEETWATER FRANCHISE GROUP LLC
MS	WEST POINT	3085	6656 HIGHWAY 45 SOUTH ALT	39773	662-494-8479	ERNIE JACOBSEN
MS	WIGGINS	3123	971 EAST FRONTAGE ROAD	39577	601-928-5994	MAL YOUNG & SONS ENT., INC.
MS	WINONA	3103	323 HIGHWAY 82 EAST	38967	662-283-1457	JAMES R. BAGWELL
MS	WOODVILLE	3130	221 HIGHWAY 61 NORTH	39669	601-888-6363	SWEETWATER FRANCHISE GROUP LLC
MS	YAZOO CITY	6638	1710 CARSON DRIVE	39194	662-746-5452	MCCLAIN, MCCLAIN, MCCLAIN, INC./R.B.V., INC.
MT	BILLINGS	6291	601 NORTH MAIN STREET	59105	406-245-2197	ALFREDO TREVINO/SRI OPERATING COMPANY
MT	GREAT FALLS	6163	2101 10TH AVENUE SOUTH	59405	406-761-0763	ALFREDO TREVINO/SRI OPERATING COMPANY
NC	ABERDEEN	3220	11067 U.S. HIGHWAY 15-501	28315	910-695-7225	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	ALBEMARLE	1595	731 NC HIGHWAY 24-27 BYPASS E.	28001	704-982-1514	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	ARDEN	4669	301 AIRPORT ROAD	28732	828-681-9508	GUSMO 3, INC.
NC	ASHEVILLE	4313	1001 TUNNEL ROAD	28805	828-296-0257	GUSMO 2, INC.
NC	ASHEVILLE	4786	598 NEW LEICESTER HIGHWAY	28806	828-225-6444	GUSMO 4, INC.
NC	ASHEVILLE	4930	210 CHARLOTTE HIGHWAY	28803	828-299-4930	GUSMO 6, INC.
NC	BURLINGTON	3338	3431 S CHURCH STREET	27215	336-585-1500	MICHAEL IRONS/BARBARA IRONS
NC	CANDLER	4297	901 SMOKY PARK HIGHWAY	28715	828-667-5552	GUSMO, INC.
NC	CANTON	5388	72 NEW CLYDE HIGHWAY	28716	828-648-5850	GUSMO 10, INC.
NC	CLEMMONS	3216	2615 LEWISVILLE-CLEMMONS ROAD	27012	336-712-9710	MICHAEL IRONS/BARBARA IRONS
NC	CONCORD	1859	296 HIGHWAY 29 NORTH	28027	704-792-1010	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	CONCORD	5241	7761 GATEWAY LANE NW	28027	704-979-0380	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	CREEDMOOR	5539	1586 HIGHWAY 56	27522	919-528-4300	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	ELIZABETH CITY	1971	709 EHRINGHAUS STREET	27909	252-335-9836	D.L. ROGERS CORP.
NC	FAYETTEVILLE	3707	5846 YADKIN ROAD	28303	910-860-4846	D.L. ROGERS CORP.
NC	FAYETTEVILLE	3822	2886 HOPE MILLS ROAD	28306	910-426-4934	D.L. ROGERS CORP.
NC	FAYETTEVILLE	3953	5938 CLIFFDALE ROAD	28314	910-868-5756	D.L. ROGERS CORP.
NC	FAYETTEVILLE	6142	1489 SKIBO ROAD	28303	910-487-8592	D.L. ROGERS CORP.
NC	FAYETTEVILLE	6441	7755 GOOD MIDDLING DRIVE	28304	910-480-4133	D.L. ROGERS CORP.
NC	FOREST CITY	5208	1922 US HWY 74-A BYPASS	28043	828-287-9988	GUSMO 8, INC.
NC	FRANKLIN	5700	77 SAWMILL VILLAGE LANE	28734	828-369-5711	GUSMO 11, INC.
NC	GOLDSBORO	4403	404 N BERKELEY	27534	919-751-3323	D.L. ROGERS CORP.
NC	GRANDY	5137	6454 CARATOKE HIGHWAY	27939	252-453-0203	MICHAEL IRONS/BARBARA IRONS

State	City	Location	Address	Zip	Phone	Entity
NC	GREENSBORO	3164	915 SUMMIT AVENUE	27405	336-378-0020	MICHAEL IRONS/BARBARA IRONS
NC	GREENSBORO	3666	4500 GATE CITY BOULEVARD	27407	336-851-9766	MICHAEL IRONS/BARBARA IRONS
NC	GREENSBORO	3690	1715 SPRING GARDEN	27403	336-370-0902	MICHAEL IRONS/BARBARA IRONS
NC	GREENVILLE	2109	1907 GREENVILLE BLVD SE	27858	252-752-5054	D.L. ROGERS CORP.
NC	GREENVILLE	4103	2085 E FIRE TOWER ROAD	27858	252-215-0731	D.L. ROGERS CORP.
NC	GREENVILLE	5449	3751 SOUTH MEMORIAL DRIVE	27834	252-413-0303	D.L. ROGERS CORP.
NC	HARRISBURG	4545	5445 HIGHWAY 49 SOUTH	28075	704-454-7171	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	HAVELOCK	3811	1301 B EAST MAIN STREET	28532	252-444-2553	CARRIEL NIPP
NC	Hendersonville	6913	2594 Chimney Rock Rd	28792	828-595-2652	GUSMO, INC.
NC	HIGH POINT	3521	1800 S MAIN STREET	27260	336-882-0382	MICHAEL IRONS/BARBARA IRONS
NC	HOLLY SPRINGS	3975	700 CAYMAN AVENUE	27540	919-567-2555	J. DUDLEY PARKER/ANNE NICHOLAS WEISS/JOHN F. MCREYNOLDS
NC	JACKSONVILLE	2261	903 LEJEUNE BOULEVARD	28540	910-347-9892	D.L. ROGERS CORP.
NC	JACKSONVILLE	3983	471 WESTERN BOULEVARD	28546	910-938-3338	D.L. ROGERS CORP.
NC	JACKSONVILLE	5324	261 FREEDOM WAY	28544	910-219-1963	D.L. ROGERS CORP.
NC	KANNAPOLIS	4332	2894 N CANNON BLVD	28083	704-855-2493	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	KERNERSVILLE	3538	528 NELSON ST	27284	336-992-9504	MICHAEL IRONS/BARBARA IRONS
NC	LENOIR	2374	501 HARPER AVENUE	28645	828-754-9283	D.L. ROGERS CORP.
NC	LUMBERTON	2420	2401 ROBERTS AVENUE	28358	910-738-2119	D.L. ROGERS CORP.
NC	MARION	5387	166 US 70 WEST	28752	828-659-9350	GUSMO 9, INC.
NC	MOCKSVILLE	4692	786 VALLEY ROAD, LOT #2	27028	336-751-4800	MICHAEL IRONS/BARBARA IRONS
NC	MONROE	2529	1243 WEST ROOSEVELT BOULEVARD	28110	704-291-9697	D.L. ROGERS CORP.
NC	MOREHEAD CITY	3731	5043 HIGHWAY 70	28557	252-726-9288	CARRIEL NIPP
NC	MOYOCK	5290	103 CURRITUCK COMMERCIAL DR	27958	252-232-0255	MICHAEL IRONS/BARBARA IRONS
NC	NAGS HEAD	4908	5205 S CROATAN HWY	27959	252-441-9030	MICHAEL IRONS/BARBARA IRONS
NC	NEW BERN	6714	3510 MARTIN LUTHER KING JR	28562	252-636-9803	D.L. ROGERS CORP.
NC	RALEIGH	4349	4648 ATLANTIC AVE	27604	919-876-5185	J. DUDLEY PARKER/ANNE NICHOLAS WEISS/JOHN F. MCREYNOLDS
NC	RALEIGH	5864	109 JONES FRANKLIN ROAD	27606	919-854-4602	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	ROANOKE RAPIDS	2822	1045 EAST TENTH STREET	27870	252-535-9983	D.L. ROGERS CORP.
NC	ROCKINGHAM	2839	1115 E. BROAD	28379	910-895-5536	D.L. ROGERS CORP.
NC	ROCKWELL	5523	940 WEST MAIN STREET	28138	704-279-0555	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	ROCKY MOUNT	3858	2804 SUNSET AVENUE	27804	252-451-1127	D.L. ROGERS CORP.
NC	ROLESVILLE	5735	304 SOUTH MAIN STREET	27571	919-562-5540	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH

State	City	Location	Address	Zip	Phone	Entity
NC	SALISBURY	4504	935 WEST INNES STREET	28144	704-216-2076	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	SANFORD	2901	2600 SOUTH HORNER BOULEVARD	27332	919-774-1918	D.L. ROGERS CORP.
NC	SHELBY	5091	101 EARL ROAD	28150	704-487-9199	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	SILER CITY	5374	1509 EAST 11TH STREET	27344	919-742-9998	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	SMITHFIELD	6525	1131 NORTH BRIGHTLEAF BLVD	27577	919-934-4444	PM RESTAURANT HOLDINGS LLC
NC	SPRING LAKE	4177	1208 N. BRAGG BLVD	28390	910-497-0693	D.L. ROGERS CORP.
NC	SYLVA	6788	1233 EAST MAIN STREET	28779	828-307-2037	GUSMO, INC.
NC	THOMASVILLE	3491	603 RANDOLPH STREET	27360	336-476-0064	MICHAEL IRONS/BARBARA IRONS
NC	WADESBORO	5698	101 WALTON DRIVE	28170	704-694-2822	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	WAKE FOREST	4809	12508 CAPITAL BLVD	27587	919-562-2259	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	WAKE FOREST	6020	1925 SOUTH MAIN STREET	27587	919-554-1209	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
NC	WEAVERVILLE	6579	#38 NORTHCREST ROAD	28787	828-484-8433	GUSMO, INC.
NC	WHITEVILLE	6539	602 NORTH J K POWELL BOULEVARD	28472	910-207-6690	J. DUDLEY PARKER/JOHN F. MCREYNOLDS
NC	WILKESBORO	5277	1850 U.S. HIGHWAY 421 WEST	28697	336-838-7255	J. DUDLEY PARKER/ANNE NICHOLAS WEISS/JOHN F. MCREYNOLDS
NC	WILMINGTON	3959	4206 MARKET STREET	28403	910-762-4644	CARRIEL NIPP
NC	WILSON	3831	2401 FOREST HILLS ROAD WEST	27893	252-293-0599	CARRIEL NIPP
NC	WINSTON SALEM	3171	2005 SILAS CREEK PARKWAY	27103	336-725-3111	MICHAEL IRONS/BARBARA IRONS
NC	ZEBULON	5639	1240 NORTH ARENDELL AVENUE	27597	919-269-3477	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
ND	FARGO	6466	4470 26TH AVENUE SOUTH	58104	701-212-4980	DAKOTA SDI, LLC
ND	GRAND FORKS	6646	1800 SOUTH WASHINGTON STREET	58201	701-757-3278	GRAND FORKS, SDI, LLC
ND	MINOT	6385	1601 35TH AVENUE SW	58701	701-420-9899	DAKOTA SDI, LLC
NE	AUBURN	5302	1010 J STREET	68305	402-274-3321	ESCH, INC.
NE	BEATRICE	6362	2228 NORTH 6TH STREET	68310	402-230-1130	SOAR RESTAURANTS II, LLC
NE	BELLEVUE	4417	1307 CORNHUSKER ROAD	68123	402-898-9090	SD FUSION, LLC
NE	COLUMBUS	6715	2012 23RD STREET	68601	402-835-4817	ESCH, INC.
NE	FALLS CITY	2056	1305 HARLAN	68355	402-245-3525	PATRICIA KIEKHAEFER
NE	FREMONT	5551	2960 EAST ELK LANE	68025	402-941-1122	SD FUSION, LLC
NE	GRAND ISLAND	4275	805 DIERS AVENUE	68803	308-381-4804	CENESCO, INC.
NE	GRAND ISLAND	5415	2117 SOUTH LOCUST STREET	68801	308-381-5511	CENESCO, INC.
NE	GRETNA	5947	11745 SOUTH HIGHWAY 6	68028	402-332-2535	SD FUSION, LLC
NE	HASTINGS	4728	928 S. BURLINGTON AVENUE	68901	402-462-2280	SOAR RESTAURANTS II, LLC

State	City	Location	Address	Zip	Phone	Entity
NE	HOLDREGE	4819	1130 BURLINGTON STREET	68949	308-217-1415	SOAR RESTAURANTS II, LLC
NE	KEARNEY	4050	4807 3RD AVENUE	68845	308-234-9586	SDI OF KEARNEY, INC.
NE	LA VISTA	4500	7110 S 72ND STREET	68128	402-898-9292	SD FUSION, LLC
NE	LA VISTA	6585	12059 MCDERMOTT PLAZA	68128	402-763-8330	SD FUSION, LLC
NE	LINCOLN	2410	5601 S. 48TH STREET	68516	402-421-9064	ESCH, INC.
NE	LINCOLN	3645	4001 N 27TH STREET	68521	402-476-2727	ESCH, INC.
NE	LINCOLN	5107	8445 HOLDREGE	68505	402-486-1800	ESCH, INC.
NE	LINCOLN	6744	1500 SOUTH CODDINGTON	68522	402-261-0164	ESCH, INC.
NE	NORFOLK	4492	1910 MARKET LANE	68701	402-844-4010	MARIANA GROUP, L.L.C./RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG
NE	NORTH PLATTE	5010	1850 S. JEFFERS	69101	308-534-2610	TOMMY M. FORD
NE	OMAHA	4252	3505 NORTH 90TH	68134	402-573-0008	SD FUSION, LLC
NE	OMAHA	4331	15415 WEIR STREET	68137	402-898-0300	SD FUSION, LLC
NE	OMAHA	4587	14598 WEST MAPLE ROAD	68116	402-431-1593	SD FUSION, LLC
NE	OMAHA	4602	5214 N. 30TH STREET	68111	402-898-7770	SD FUSION, LLC
NE	OMAHA	4634	4302 L STREET	68107	402-898-8585	SD FUSION, LLC
NE	OMAHA	5334	4565 CUMING STREET	68132	402-827-1333	SD FUSION, LLC
NE	OMAHA	5762	18605 W. CENTER ROAD	68130	402-334-6884	SD FUSION, LLC
NE	SCOTTSBLUFF	5074	3106 AVENUE I	69361	308-635-7541	TOMMY M. FORD
NJ	AUDUBON	6375	112 BLACK HORSE PIKE	8106	856-546-9400	Munson of Audubon Drive LLC
NJ	BAYONNE	6248	100 BAYONNE CROSSING WAY	7002	201-436-9200	HUDSON BURGER LLC
NJ	CINNAMINSON	6257	1101 ROUTE 130 SOUTH	8077	856-829-1066	Munson of Cinnaminson Drive LLC
NJ	EDISON	6235	238 LAFAYETTE AVENUE	8840	732-483-4517	RALS EDISON, LLC
NJ	ELIZABETH	6273	573 SPRING STREET	7201	908-965-0060	BOOMBURGERS, LLC
NJ	EWING	6471	1660 NORTH OLDEN AVENUE	8638	609-896-3200	SONEW LLC
NJ	FLEMINGTON	6268	314 US HIGHWAY 31 SOUTH	8822	908-788-0010	PREYANS AMIN/KOMAL B. PATEL/ANKIT PATEL
NJ	FRANKLIN PARK	6186	3331 ROUTE 27	08823	732-419-3903	MUNSON OF FRANKLIN PARK DRIVE, LLC
NJ	GREEN BROOK	6179	199 ROUTE 22 EAST	8812	732-529-5225	PREYANS AMIN/KOMAL B. PATEL/ANKIT PATEL
NJ	HAINESPORT	6079	1498 ROUTE 38 EAST	8036	856-415-6411	Munson of Hainesport Drive LLC
NJ	HASBROUCK HEIGHTS	6152	156 ROUTE 17 NORTH	7604	201-462-0400	HH BURGERS LLC
NJ	HOWELL	6054	4610 ROUTE 9 SOUTH	7731	732-367-2000	HOWELL DRIVE THRU LLC
NJ	MIDDLETOWN	6250	1511 HIGHWAY 35	7748	732-533-5137	RALS MIDDLETOWN, LLC
NJ	MILLVILLE	6718	2162 NORTH 2ND STREET	8332	856-500-4830	Munson of Millville Drive LLC
NJ	NEWARK	6427	189-237 SPRINGFIELD AVENUE	07103	973-693-0025	BOOMBURGERS, LLC
NM	ALAMOGORDO	1491	504 WHITE SANDS BOULEVARD	88310	575-437-6505	B & B CONSULTANTS, INC.
NM	ALAMOGORDO	5052	101 GLACIER DRIVE	88310	575-434-5263	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	1574	531 BRIDGE BOULEVARD	87102	505-243-7880	B & B CONSULTANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
NM	ALBUQUERQUE	1576	6420 W. CENTRAL SOUTHWEST	87121	505-836-2611	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	1577	220 ALAMEDA NORTHWEST BLVD	87114	505-897-7538	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	1578	3800 MENAUL NORTHEAST	87110	505-883-7041	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	1580	2703 ISLETA SOUTHWEST	87105	505-873-1213	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	1582	5000 A SAN MATEO BLVD NE	87109	505-881-6788	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	1584	11715 CENTRAL NORTHEAST	87123	505-292-6979	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	1591	3110 JUAN TABO BLVD NE	87111	505-292-5377	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	4464	9400 GOLF COURSE ROAD NW	87114	505-890-9699	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	4571	425 MONTANO RD NE	87107	505-341-1800	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	4646	5315 QUAIL ROAD NW	87120	505-839-8666	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	4876	5121 GIBSON BOULEVARD SE	87108	505-266-6778	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	4946	9900 MONTGOMERY BLVD. NE	87111	505-293-2683	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	5479	2119 VISTA OESTE NW	87120	505-833-3297	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	5511	2815 COORS BOULEVARD SW	87121	505-873-4516	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	6608	6310 4TH STREET, NW	87107	505-344-2784	B & B CONSULTANTS, INC.
NM	ALBUQUERQUE	1530	825 EUBANK N.E.	87123	505-293-5759	DAN WINTERS/DICK DONALDSON/RODNEY W. WARREN
NM	ALBUQUERQUE	1579	6320 S.E. CENTRAL	87108	505-265-6623	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
NM	ANTHONY	1561	110 W ELM	88021	575-882-5643	B & B CONSULTANTS, INC.
NM	ARTESIA	1504	1515 W. MAIN STREET	88210	575-746-9001	B & B CONSULTANTS, INC./DEBORAH BOND/DENISE CANTRELL
NM	AZTEC	1565	1522 W. AZTEC BOULEVARD	87410	505-334-8144	B & B CONSULTANTS, INC.
NM	BELEN	1617	713 N. MAIN STREET	87002	505-864-0110	B & B CONSULTANTS, INC.
NM	BERNALILLO	1687	413 W HIGHWAY 44	87004	505-867-5344	B & B CONSULTANTS, INC.
NM	BLOOMFIELD	1683	1332 W. BROADWAY	87413	505-632-1133	B & B CONSULTANTS, INC.
NM	BOSQUE FARMS	1685	1351 BOSQUE FARMS BOULEVARD	87068	505-869-2171	B & B CONSULTANTS, INC.
NM	CARLSBAD	1750	827 SOUTH CANAL	88220	575-887-5102	B & B CONSULTANTS, INC.
NM	CARLSBAD	4097	2309 W PIERCE	88220	575-628-3155	B & B CONSULTANTS, INC.
NM	CLOVIS	1743	205 W. SEVENTH	88101	575-769-0013	B & B CONSULTANTS, INC.
NM	CLOVIS	3222	2000 N. PRINCE STREET	88101	575-762-6640	B & B CONSULTANTS, INC.
NM	CLOVIS	6240	2800 EAST MABRY DRIVE	88101	575-763-2252	B & B CONSULTANTS, INC.
NM	DEMING	1892	910 WEST PINE	88030	575-546-8079	B & B CONSULTANTS, INC.
NM	EDGEWOOD	6307	7 EDGEWOOD ROAD #7	87015	505-281-3136	B & B CONSULTANTS, INC.
NM	ESPANOLA	1962	1207 N RIVERSIDE DRIVE	87532	505-753-6224	B & B CONSULTANTS, INC.
NM	ESPANOLA	1982	809 SOUTH RIVERSIDE DRIVE	87532	505-753-5882	B & B CONSULTANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
NM	FARMINGTON	2010	1203 SAN JUAN BOULEVARD	87401	505-327-3700	B & B CONSULTANTS, INC.
NM	FARMINGTON	2024	2112 WEST MAIN STREET	87401	505-327-4241	B & B CONSULTANTS, INC.
NM	FARMINGTON	2063	3820 E. MAIN	87402	505-327-6227	B & B CONSULTANTS, INC.
NM	FARMINGTON	3848	1610 E 20TH AVENUE	87401	505-599-0920	B & B CONSULTANTS, INC./MARY ROBIN STAMNOS
NM	GALLUP	2086	1900 WEST 66TH STREET	87301	505-863-3400	B & B CONSULTANTS, INC.
NM	GALLUP	2129	1001 N. HIGHWAY 491	87301	505-863-2100	B & B CONSULTANTS, INC.
NM	GALLUP	4433	2404 EAST HIGHWAY 66	87301	505-863-2231	B & B CONSULTANTS, INC.
NM	GRANTS	2092	1446 WEST SANTA FE AVENUE	87020	505-287-8738	B & B CONSULTANTS, INC.
NM	HOBBS	2144	2216 N. DAL PASO STREET	88240	505-393-8544	CHRIS WINTERS/MARVIN D. JIROUS 2013 TRUST
NM	HOBBS	2225	1932 N. TURNER STREET	88240	575-393-5366	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
NM	LAS CRUCES	2330	1603 EL PASEO ROAD	88001	575-523-9677	B & B CONSULTANTS, INC.
NM	LAS CRUCES	2353	930 N. VALLEY DRIVE	88005	575-523-9562	B & B CONSULTANTS, INC.
NM	LAS CRUCES	2401	1210 NORTH SOLANO	88001	575-523-4220	B & B CONSULTANTS, INC.
NM	LAS CRUCES	2414	2925 N. MAIN STREET	88005	575-527-8808	B & B CONSULTANTS, INC.
NM	LAS CRUCES	3893	3471 FOOTHILLS ROAD	88011	575-532-8759	B & B CONSULTANTS, INC.
NM	LAS VEGAS	2373	1411 SEVENTH STREET	87701	505-425-9577	B & B CONSULTANTS, INC.
NM	LOS ALAMOS	2379	1695 TRINITY	87544	505-662-3345	B & B CONSULTANTS, INC.
NM	LOS LUNAS	2395	1543 MAIN SOUTHWEST	87031	505-865-4101	B & B CONSULTANTS, INC.
NM	LOVINGTON	2348	102 W. AVENUE D	88260	575-739-7662	A. MACK HUMPHREY/DAN WINTERS/MIKE ABUSAAB/TOMMY MEEKS, SR.
NM	PORTALES	2719	304 N. CHICAGO	88130	575-356-4559	B & B CONSULTANTS, INC.
NM	RATON	2821	327 CLAYTON ROAD	87740	575-445-9601	B & B CONSULTANTS, INC.
NM	RIO RANCHO	2833	1800 SOUTHERN BOULEVARD SE	87124	505-891-8586	B & B CONSULTANTS, INC.
NM	RIO RANCHO	4273	2321 NEW MEXICO HWY 528	87124	505-891-0668	B & B CONSULTANTS, INC.
NM	ROSWELL	2800	808 NORTH MAIN STREET	88201	575-623-5800	B & B CONSULTANTS, INC.
NM	ROSWELL	2807	1300 WEST SECOND	88203	575-622-7400	B & B CONSULTANTS, INC.
NM	ROSWELL	2834	1718 SOUTH MAIN STREET	88203	575-623-9129	B & B CONSULTANTS, INC.
NM	ROSWELL	4141	3308 N MAIN	88201	575-625-8600	B & B CONSULTANTS, INC.
NM	RUIDOSO	2808	102 HORTON CIRCLE	88345	575-257-4787	B & B CONSULTANTS, INC.
NM	SANTA FE	2868	2861 CERRILLOS ROAD	87507	505-471-1750	B & B CONSULTANTS, INC.
NM	SANTA FE	2948	1721 SAINT MICHAELS DRIVE	87505	505-984-2522	B & B CONSULTANTS, INC.
NM	SANTA FE	2972	4042 CERRILLOS ROAD	87507	505-471-0600	B & B CONSULTANTS, INC.
NM	SHIPROCK	3861	3861 NAVAJO SHOPPING CENTER	87420	505-368-3148	B & B CONSULTANTS, INC.
NM	SILVER CITY	2862	201 E 14TH STREET	88061	575-388-4161	B & B CONSULTANTS, INC.
NM	SILVER CITY	6408	2333 SHERIFF'S POSSE ROAD	88061	575-534-9036	B & B CONSULTANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
NM	SOCORRO	2891	1103 CALIFORNIA STREET	87801	575-835-2413	B & B CONSULTANTS, INC.
NM	TAOS	3018	1357 PASEO DEL PUEBLO SUR	87571	575-758-1735	B & B CONSULTANTS, INC.
NM	TRUTH OR CONSEQUENCES	3011	2000 NORTH DATE STREET	87901	575-894-3023	B & B CONSULTANTS, INC.
NM	TUCUMCARI	3002	2423 SOUTH FIRST STREET	88401	575-461-1922	B & B CONSULTANTS, INC.
NV	CARSON CITY	3962	1856 E. COLLEGE PARKWAY	89706	775-841-9000	O'CATHAIN OPERATING GROUP, LTD
NV	FALLON	4320	2070 RENO HIGHWAY	89406	775-867-4900	O'CATHAIN OPERATING GROUP, LTD
NV	HENDERSON	2204	300 SOUTH BOULDER HIGHWAY	89015	702-565-8375	B & B CONSULTANTS, INC.
NV	HENDERSON	5720	1426 EAST LAKE MEAD PARKWAY	89015	702-633-0051	B & B CONSULTANTS, INC.
NV	LAS VEGAS	2376	4442 N. DECATUR	89031	702-395-3039	B & B CONSULTANTS, INC.
NV	LAS VEGAS	2422	377 N. NELLIS BOULEVARD	89110	702-452-0122	B & B CONSULTANTS, INC.
NV	LAS VEGAS	2438	6455 WEST SAHARA AVENUE	89146	702-367-8833	B & B CONSULTANTS, INC.
NV	LAS VEGAS	2616	3431 N. RANCHO	89108	702-396-4888	B & B CONSULTANTS, INC.
NV	LAS VEGAS	3300	7390 W CHEYENNE AVE	89129	702-655-3288	B & B CONSULTANTS, INC.
NV	LAS VEGAS	3431	2082 E WARM SPRINGS	89119	702-269-6614	B & B CONSULTANTS, INC.
NV	LAS VEGAS	3744	2120 E. CRAIG ROAD	89081	702-643-1470	B & B CONSULTANTS, INC.
NV	LAS VEGAS	3761	5085 EAST TROPICANA BLVD.	89122	702-434-8999	B & B CONSULTANTS, INC.
NV	LAS VEGAS	3951	5725 E CHARLESTON BLVD	89142	702-457-3400	B & B CONSULTANTS, INC.
NV	LAS VEGAS	4960	4260 W. FLAMINGO ROAD	89103	702-873-4328	B & B CONSULTANTS, INC.
NV	LAS VEGAS	5517	7245 SOUTH DURANGO DRIVE	89148	702-839-9600	B & B CONSULTANTS, INC.
NV	LAS VEGAS	5969	3340 EAST FLAMINGO ROAD	89121	702-221-0299	B & B CONSULTANTS, INC.
NV	LAS VEGAS	6200	2301 EAST SAHARA AVENUE	89104	702-207-1184	B & B CONSULTANTS, INC.
NV	LAS VEGAS	4274	6301 W. LAKE MEAD BLVD.	89108	702-648-4477	BOB MOTT
NV	LAS VEGAS	4501	6135 S PECOS	89120	702-898-9559	BOB MOTT
NV	MINDEN	6482	1652 HWY 395	89423	775-783-4057	SDI OF MINDEN, LLC
NV	NORTH LAS VEGAS	5630	5465 CAMINO AL NORTE BLVD	89031	702-639-0091	B & B CONSULTANTS, INC.
NV	PAHRUMP	5049	350 S. HIGHWAY 160	89048	775-727-0742	B & B CONSULTANTS, INC.
NV	RENO	4109	1220 MC CARRAN BLVD	89512	775-786-3962	O'CATHAIN OPERATING GROUP, LTD
NV	RENO	6739	6250 South Virginia Street	89511	775-360-6954	SDI OF NEIL LLC
NV	SPARKS	5591	4995 GALLERIA PARKWAY	89436	775-354-1155	SDI OF SPANISH SPRINGS, LLC
NY	ALBANY	6700	351 SOUTHERN BOULEVARD	12202	518-599-0774	FAST EATS, LLC
NY	Buffalo	6778	1876 Elmwood Avenue	14207	716-342-2638	ELMHRT ENTERPRISES, LLC
NY	CHEEKTOWAGA	6512	3601 UNION ROAD	14225	716-391-1888	3601 UNION RD ENTERPRISES LLC
NY	CHENANGO	6120	1103 UPPER FRONT STREET	13905	607-217-7477	D.L. ROGERS CORP.

State	City	Location	Address	Zip	Phone	Entity
NY	DEWITT	6508	3170 ERIE BOULEVARD EAST	13214	315-870-9441	SOAR RESTAURANTS II, LLC
NY	EAST MEADOW	6524	1724 HEMPSTEAD TURNPIKE	11554	516-228-5013	CINOS EAST MEADOW, LLC
NY	LATHAM	6491	701 TROY SCHENECTADY ROAD	12110	518-313-7698	FAST EATS, LLC
NY	Long Island City	6675	3702 Queens Boulevard	11101	347-507-7356	MARION ENG
NY	MIDDLETOWN	6440	368 ROUTE 211 EAST	10940	845-344-3500	ERIC RING
NY	NESCONSET	6500	2900 MIDDLE COUNTRY ROAD	11767	631-360-3813	CINOS SMITHTOWN, LLC
NY	NEW WINDSOR	6227	14 LINER ROAD	12550	845-567-4242	DASER NEWBURGH, LLC
NY	NORTH BABYLON	6271	1380 DEER PARK AVENUE	11703	631-242-2700	CINOS NORTH BABYLON, LLC
NY	NORTH SYRACUSE	6528	3808 BREWERTON ROAD	13212	315-870-9458	SOAR RESTAURANTS II, LLC
NY	ROCHESTER	6433	945 JEFFERSON ROAD	14623	585-481-2166	SOAR RESTAURANTS II, LLC
NY	ROCHESTER	6454	999 EAST RIDGE ROAD	14621	585-441-9996	SOAR RESTAURANTS II, LLC
NY	Shirley	6713	800 Montauk Highway	11967	631-772-2709	CINOS SHIRLEY, LLC
NY	STATEN ISLAND	6405	148 PAGE AVENUE	10307	718-317-6642	RALS SI, LLC
NY	TROY	6537	120 HOOSICK ST	12180	518-326-1061	FAST EATS, LLC
NY	VALLEY STREAM	6502	750 WEST SUNRISE HIGHWAY	11581	516-887-4768	CINOS VALLEY STREAM, LLC
NY	WATERTOWN	6459	121 WESTERN BOULEVARD	13601	315-405-4416	SOAR RESTAURANTS II, LLC
OH	AMELIA	6755	1214 OHIO PIKE	45102	513-752-1050	JRCJ OPERATIONS, LLC
OH	ATHENS	4945	75 E. STIMSON AVENUE	45701	740-592-6330	NORTH FORK DINING, L.L.C.
OH	BRYAN	6148	1355 SOUTH MAIN STREET	43506	419-636-2890	SOAR RESTAURANTS IV, LLC
OH	CINCINNATI	5772	4451 EASTGATE BOULEVARD	45245	513-947-3777	JRCJ OPERATIONS, LLC
OH	Cincinnati	6875	5753 Harrison Avenue	45248	513-574-0765	JRCJ OPERATIONS, LLC
OH	FRANKLIN	2060	3607 DIXIE HIGHWAY	45044	513-422-9441	JRCJ OPERATIONS, LLC
OH	HAMILTON	5598	1550 SOUTH ERIE BOULEVARD	45011	513-863-5550	NORTH FORK HOLDINGS, L.L.C.
OH	HAMILTON	5757	1421 MAIN STREET	45013	513-863-1140	NORTH FORK HOLDINGS, L.L.C.
OH	JACKSON	3938	999 E MAIN STREET	45640	740-286-8686	NORTH FORK DINING, L.L.C.
OH	MAINEVILLE	2572	3105 W STATE ROUTE 22 & 3	45039	513-583-1854	NORTH FORK HOLDINGS, L.L.C.
OH	MARION	5956	185 MCMAHAN BOULEVARD	43302	740-389-6980	PRASANTH NAGALINGAM
OH	MASSILLON	6047	5392 WALES AVENUE NW	44718	330-830-6544	JEFFREY L ELLIOTT/JOHN KIRCHMIER III/MICHAEL D. ELLIOTT
OH	MILFORD	5883	1065 STATE ROAD 28	45150	513-576-9400	JRCJ OPERATIONS, LLC
OH	NELSONVILLE	2634	1025 E. CANAL STREET	45764	740-753-4663	NORTH FORK DINING, L.L.C.
OH	NORTH CANTON	6286	2213 EAST MAPLE STREET	44720	330-244-9558	JEFFREY L ELLIOTT/JOHN KIRCHMIER III/MICHAEL D. ELLIOTT
OH	OREGON	6116	2925 NAVARRE AVENUE	43616	419-691-6600	SOAR RESTAURANTS IV, LLC
OH	PARMA	6146	1842 SNOW ROAD	44134	216-661-7561	SOAR RESTAURANTS II, LLC
OH	PORTSMOUTH	3837	928 12TH STREET	45662	740-353-8814	NORTH FORK DINING, L.L.C.
OH	ROSSFORD	6025	10100 OLDE US HIGHWAY 20	43460	419-872-1600	SOAR RESTAURANTS IV, LLC

State	City	Location	Address	Zip	Phone	Entity
OH	SANDUSKY	6236	5606 MILAN ROAD	44870	419-621-5500	SOAR RESTAURANTS II, LLC
OH	STREETSBORO	5972	9780 STATE ROUTE 14	44241	330-626-9601	SOAR RESTAURANTS II, LLC
OH	TOLEDO	6256	3225 SECOR ROAD	43606	419-536-8222	SOAR RESTAURANTS IV, LLC
OH	WASHINGTON COURT HOUSE	6691	403 WEST COURT STREET	43160	740-335-7830	JACOB W. STAUFFER/ROBERT (RB) BRUCE GRISHAM, JR.
OH	WEST CHESTER	6184	8245 HIGHLAND POINTE DRIVE	45069	513-779-7700	JRCJ OPERATIONS, LLC
OK	ADA	3180	415 N. MISSISSIPPI	74820	580-436-1484	SUSAN DIANE SMITH, TRUSTEE OF TROY SMITH JR TRUST
OK	ALTUS	1489	1113 N. MAIN STREET	73521	580-482-8787	T. DAVID CASTLEBERRY, JR./ROGER CASTLEBERRY/LINDA LEAL
OK	ALVA	1490	25 OKLAHOMA BOULEVARD	73717	580-327-2026	DAN WINTERS/GARY A. ADAMS/JAY JIROUS/JEANETTE JIROUS
OK	ANADARKO	1511	902 W. PETREE	73005	405-247-9211	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
OK	ANTLERS	1549	607 E. MAIN	74523	580-298-5596	CARL E. MARTIN
OK	APACHE	5634	909 SOUTH COB LAKE	73006	580-588-5083	ENRICO RAMIREZ/RODNEY W. WARREN
OK	ARDMORE	1003	1101 GRAND AVENUE	73401	580-223-7050	ANGELA OWEN/MARTHA ATWOOD/CARL G. ATWOOD (DECSD)
OK	ARDMORE	3866	2504 NORTH COMMERCE	73401	580-224-9122	ANGELA OWEN/MARTHA ATWOOD/CARL G. ATWOOD (DECSD)
OK	ATOKA	1496	610 SOUTH MISSISSIPPI	74525	580-889-3161	ELAINE MCBEE
OK	BARTLESVILLE	1600	271 ADAMS	74003	918-337-3660	D.L. ROGERS CORP.
OK	BARTLESVILLE	3643	3800 NOWATA ROAD	74006	918-331-9725	D.L. ROGERS CORP.
OK	BLACKWELL	1603	420 WEST DOOLIN	74631	580-363-0147	JAY JIROUS/MARVIN D. JIROUS 2013 TRUST
OK	BLANCHARD	1688	1215 E. VETERANS MEMORIAL HWY	73010	405-485-3033	D.L. ROGERS CORP.
OK	BRISTOW	1618	140 W. FOURTH	74010	918-367-6135	ROBERT C. BARNES
OK	BROKEN BOW	1643	803 S. PARK DRIVE	74728	580-584-9550	MYRA E. NEWTON/ROBERT NEWTON
OK	CACHE	4641	112 EAST H AVENUE	73527	580-429-8705	ENRICO RAMIREZ/RODNEY W. WARREN
OK	CALERA	5261	713 N. SERVICE ROAD	74730	580-931-7777	ANGELA OWEN/MARTHA ATWOOD/MARVIN D. JIROUS 2013 TRUST/CARL G. ATWOOD (DECSD)
OK	CARNEGIE	5100	820 OKLAHOMA STREET	73015	580-654-2323	J2 ENTERPRISES, LLC
OK	CHANDLER	1034	809 EAST FIRST STREET	74834	405-258-0539	GARY W. KINSLOW
OK	CHECOTAH	1757	601 SOUTH BROADWAY	74426	918-473-2350	ROBCO ENTERPRISES, L.L.C.
OK	CHEROKEE	6428	1745 SOUTH GRAND	73728	580-596-2024	VAN DORN, MARK
OK	CHICKASHA	1723	428 S. FOURTH STREET	73018	405-224-0249	DAVID W. COOPER/RONALD O. MCAFEE/MARTHA SUTTON
OK	CHOUTEAU	4214	1306 S CHOUTEAU AVENUE	74337	918-476-4555	KENNETH V. SMITH
OK	CLAREMORE	1718	1328 WEST WILL ROGERS BLVD	74017	918-341-5885	LARRY SMITH/AMY WALLS
OK	CLAREMORE	4779	HIGHWAY 66	74019	918-283-2533	LARRY SMITH/AMY WALLS
OK	CLINTON	1720	1415 WEST GARY BLVD.	73601	580-323-5484	T. DAVID CASTLEBERRY, JR./ROGER CASTLEBERRY/MARK VALENTIN/TONYA CASTLEBERRY/LINDA LEAL

State	City	Location	Address	Zip	Phone	Entity
OK	COALGATE	3637	605 SOUTH BROADWAY	74538	580-927-3979	J2 ENTERPRISES, LLC
OK	COLLINSVILLE	1766	207 E MAIN	74021	918-371-9030	KENSO, INC./ALLEN BARNES (DECSD)/ANN DUCOTEY CARTER (DECSD)
OK	COMANCHE	4624	409 N RODEO DRIVE	73529	580-439-2333	J2 ENTERPRISES, LLC
OK	CORDELL	1764	1312 GLEN ENGLISH ROAD	73632	580-832-3536	T. DAVID CASTLEBERRY, JR./ROGER CASTLEBERRY/LINDA LEAL
OK	COWETA	5891	11117 S. HWY 51	74429	918-279-1950	KENNETH V. SMITH
OK	CUSHING	1742	705 E. MAIN	74023	918-225-5522	CARL E. MARTIN
OK	DAVIS	1922	609 EAST MAIN	73030	580-369-2367	J2 ENTERPRISES, LLC
OK	DEL CITY	1882	1701 S. SUNNYLANE	73115	405-677-0144	GARY W. KINSLOW
OK	DEL CITY	1936	4225 S. SUNNYLANE	73115	405-672-1320	GARY W. KINSLOW
OK	DEWEY	1893	304 S. OSAGE	74029	918-534-1028	D.L. ROGERS CORP.
OK	DUNCAN	1880	2111 N HIGHWAY 81	73533	580-252-5900	SUSAN DIANE SMITH, TRUSTEE OF TROY SMITH JR TRUST
OK	DURANT	5680	3619 WEST MAIN STREET	74701	580-920-2206	ANGELA OWEN/JAY JIROUS/MARTHA ATWOOD/MARVIN D. JIROUS 2013 TRUST/CARL G. ATWOOD (DECSD)
OK	DURANT	1881	1111 N FIRST STREET	74701	580-924-5050	ANGELA OWEN/MARTHA ATWOOD/MARVIN D. JIROUS 2013 TRUST/CARL G. ATWOOD (DECSD)
OK	EDMOND	5312	306 WEST COVELL ROAD	73003	405-359-6651	CHRIS WINTERS/DAN WINTERS
OK	EDMOND	6183	311 EAST WATERLOO ROAD	73034	405-844-6900	DCW INVESTMENTS, L.L.C.
OK	EDMOND	6226	19205 NORTH WESTERN	73012	405-359-6818	DCW INVESTMENTS, L.L.C.
OK	EDMOND	4929	4835 NE 122ND & I-35	73013	405-478-0175	JAY JIROUS
OK	EDMOND	5086	18031 N. PORTLAND AVENUE	73012	405-330-5800	JAY JIROUS/MARVIN D. JIROUS 2013 TRUST
OK	EDMOND	5157	16331 N. PENNSYLVANIA	73013	405-330-0010	JAY JIROUS/MARVIN D. JIROUS 2013 TRUST
OK	EL RENO	1945	1120 W. SUNSET DRIVE	73036	405-262-3171	WINTCO INC.
OK	ELGIN	4672	7457 US HIGHWAY 277	73538	580-492-5066	ENRICO RAMIREZ/RODNEY W. WARREN
OK	ELK CITY	1951	801 W. THIRD STREET	73644	580-225-2432	EUGENE LONGWORTH/T. DAVID CASTLEBERRY, JR./LINDA LEAL
OK	Enid	6936	5102 W. Owen K. Garriott Rd.	73703	580-233-9100	DWIGHT VAN DORN/CARLA JEAN WATKINS/JASON MARRS
OK	ENID	3189	1502 E. OWEN K. GARRIOTT	73701	580-237-9500	DWIGHT VAN DORN/JASON MARRS
OK	EUFAULA	1960	530 SOUTH MAIN STREET	74432	918-689-2602	J2 ENTERPRISES, LLC
OK	FAIRVIEW	2038	1121 N. MAIN	73737	580-227-2501	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR.
OK	FORT GIBSON	3239	1598 S LEE	74434	918-478-8200	CARL E. MARTIN/JAMES T. WILLIAMS
OK	FREDERICK	2003	500 S MAIN STREET	73542	580-335-3197	RODNEY W. WARREN
OK	GORE	6651	501 NORTH MAIN STREET	74435	918-489-5869	J2 ENTERPRISES, LLC
OK	GROVE	2090	2000 SOUTH MAIN STREET	74344	918-786-9319	LARRY SMITH/AMY WALLS
OK	GUTHRIE	5663	2222 HEATHER ROAD	73044	405-282-3373	JAY JIROUS
OK	GUTHRIE	2070	719 S. DIVISION	73044	405-282-5041	JOE SUTTON
OK	GUYMON	2073	1853 NORTH HIGHWAY 64	73942	580-338-5533	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR.

State	City	Location	Address	Zip	Phone	Entity
OK	HARRAH	2167	20190 N.E. 23RD STREET	73045	405-454-6200	WINTCO INC.
OK	HARRAH	3936	3140 S. HARRAH ROAD	73045	405-391-7100	WINTCO INC.
OK	HARTSHORNE	2177	700 PENNSYLVANIA	74547	918-297-2471	J2 ENTERPRISES, LLC
OK	HASKELL	5638	210 HASKELL BOULEVARD	74436	918-482-1120	CARL E. MARTIN
OK	HEALDTON	2189	301 EAST MAIN STREET	73438	580-229-0010	J2 ENTERPRISES, LLC
OK	HEAVENER	3920	818 HIGHWAY 59 NORTH	74937	918-653-4628	J2 ENTERPRISES, LLC
OK	HENNESSEY	2170	527 NORTH MAIN STREET	73742	405-853-7884	CARLA JEAN WATKINS/CLIFFORD VOGT
OK	HENRYETTA	2156	504 E. MAIN	74437	918-652-9133	JIM V. ROBERTSON/ROBCO ENTERPRISES, L.L.C./TED V. ROBERTSON
OK	HINTON	5038	4400 N. BROADWAY	73047	405-542-3767	MASON HARRISON RATLIFF ENTERPRISES
OK	HOBART	2158	1025 S. WASHINGTON	73651	580-726-5595	T. DAVID CASTLEBERRY, JR./ROGER CASTLEBERRY/LINDA LEAL
OK	HOLDENVILLE	3292	1122 N GULF	74848	405-379-3330	J2 ENTERPRISES, LLC
OK	HOMINY	2175	515 E. FIRST	74035	918-885-2966	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR./JAMIE BARDWELL
OK	HUGO	2143	1210 E. JACKSON	74743	580-326-6335	JOE MCKIBBIN, SR.
OK	IDABEL	2237	1600 E. WASHINGTON	74745	580-286-2253	ALVIN MCQUILLIAMS
OK	JAY	2269	1226 SOUTH MAIN STREET	74346	918-253-4141	LARRY SMITH/AMY WALLS
OK	JONES	4172	240 W MAIN STREET	73049	405-399-2330	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR.
OK	KINGFISHER	2303	1201 S. MAIN	73750	405-375-3471	T. DAVID CASTLEBERRY JR.
OK	KINGSTON	4967	705 HIGHWAY 70 EAST	73439	580-564-4666	J2 ENTERPRISES, LLC
OK	KONAWA	2312	524 W. THIRD	74849	580-925-2130	J2 ENTERPRISES, LLC
OK	KREBS	4180	4295 E US HIGHWAY 270	74501	918-423-9800	J2 ENTERPRISES, LLC
OK	LANGLEY	4169	1621 N. 3RD	74301	918-782-1406	CRAIG M. ABBOTT/KENNETH V. SMITH/ALLEN BARNES (DECSD)
OK	LAWTON	1158	2302 E. GORE BOULEVARD	73507	580-355-0366	ENRICO RAMIREZ/RODNEY W. WARREN
OK	LAWTON	2407	2612 SOUTHWEST LEE BOULEVARD	73505	580-355-7781	ENRICO RAMIREZ/RODNEY W. WARREN
OK	LAWTON	5403	24125 SOUTH HIGHWAY 49	73507	580-529-2276	ENRICO RAMIREZ/RODNEY W. WARREN
OK	LAWTON	2349	6101 CACHE ROAD	73505	580-699-5344	RODNEY W. WARREN
OK	LAWTON	2380	1609 NW SHERIDAN RD	73505	580-699-7700	RODNEY W. WARREN
OK	LEXINGTON	5798	802 EAST BROADWAY STREET	73051	405-527-3619	GARY HENDRIX
OK	LINDSAY	2358	408 W. CHEROKEE	73052	405-756-3352	D.L. ROGERS CORP.
OK	LOCUST GROVE	5383	208 SOUTH HIGHWAY 82	74352	918-479-3347	MATT MASON/CRAIG M. ABBOTT
OK	LONE GROVE	3241	16864 HIGHWAY 70	73443	580-657-2098	J2 ENTERPRISES, LLC
OK	LUTHER	5285	400 NORTH ASH	73054	405-277-3957	SFK OKLAHOMA RESTAURANTS, LLC
OK	MADILL	2470	708 N. FIRST STREET	73446	580-795-5523	J2 ENTERPRISES, LLC

State	City	Location	Address	Zip	Phone	Entity
OK	MANGUM	2521	1210 N. LOUIS TITTLE	73554	580-782-3333	T. DAVID CASTLEBERRY, JR./MARK VALENTIN/TONYA CASTLEBERRY/LINDA LEAL
OK	MANNFORD	2528	100 W. TROWER	74044	918-865-3305	WINTCO INC.
OK	MARIETTA	2506	1002 MEMORIAL DRIVE	73448	580-276-9323	J2 ENTERPRISES, LLC
OK	MARLOW	2466	908 N. BROADWAY	73055	580-658-6224	ENRICO RAMIREZ/RODNEY W. WARREN
OK	MCALESTER	2443	1010 SOUTH MAIN STREET	74501	918-426-0920	FINNEGAN INVESTMENTS, INC./GRAVLEE TRUSTEE, DONOVAN H./ROBERT C. BARNES
OK	MCLOUD	2496	826 W. BROADWAY	74851	405-964-2215	GARY W. KINSLOW/BROOKE E. CASE
OK	MIAMI	2444	1520 N. MAIN	74354	918-542-1865	MASON HARRISON RATLIFF ENTERPRISES/LARRY SMITH/AMY WALLS
OK	MIDWEST CITY	1181	2550 S. DOUGLAS BOULEVARD	73130	405-732-2831	GARY W. KINSLOW
OK	MIDWEST CITY	4359	9050 NE 23RD STREET	73141	405-769-7956	GARY W. KINSLOW
OK	MIDWEST CITY	4825	9909 SE 15TH STREET	73130	405-737-6642	GARY W. KINSLOW
OK	MIDWEST CITY	2465	217 S. AIR DEPOT	73110	405-733-0161	WINTCO INC.
OK	MOORE	4113	1905 TELEPHONE ROAD	73160	405-790-0281	DAN WINTERS/JACK WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	MOORE	2448	105 NE 12TH STREET	73160	405-794-3355	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	MULDROW	2514	1007 E. SHAWNTEL SMITH BLVD	74948	918-427-3904	J2 ENTERPRISES, LLC
OK	NEWCASTLE	5481	855 NW 32ND STREET	73065	405-387-2311	DCW INVESTMENTS, INC.
OK	NEWCASTLE	1204	912 NORTH MAIN STREET	73065	405-387-5695	DCW INVESTMENTS, L.L.C.
OK	NEWCASTLE	5082	4344 SONIC DRIVE	73072	405-579-1300	WINTCO INC.
OK	NEWKIRK	6702	625 SOUTH ACADEMY	74647	580-362-9040	J2 ENTERPRISES, LLC
OK	NOBLE	2617	800 NORTH MAIN	73068	405-872-5555	J2 ENTERPRISES, LLC
OK	NORMAN	5610	17901 E. STATE HIGHWAY 9	73026	405-573-0505	J2 ENTERPRISES, LLC
OK	NOWATA	2600	327 S ASH	74048	918-273-3400	AL-MAR, INC./LEON E. BRILEY/ROGER L. CARPENTER (DECSD)
OK	OKARCHE	6547	301 SOUTH MAIN STREET	73762	405-263-4944	SFK Oklahoma Restaurants-SDI 6547 LLC
OK	OKEMAH	2648	502 S. WOODY GUTHRIE STREET	74859	918-623-4130	MYRA E. NEWTON/ROBERT NEWTON
OK	OKLAHOMA CITY	4829	11820 SOUTH MAY	73170	405-691-2859	CHRIS WINTERS/DAN WINTERS
OK	OKLAHOMA CITY	5313	13700 S. PENNSYLVANIA AVE.	73170	405-378-7568	CHRIS WINTERS/DAN WINTERS
OK	OKLAHOMA CITY	3753	1011 S. MORGAN ROAD	73099	405-324-1352	CHRIS WINTERS/DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	OKLAHOMA CITY	1614	1452 W. BRITTON ROAD	73114	405-842-4630	D.L. ROGERS CORP.
OK	OKLAHOMA CITY	2653	6101 N. MARTIN LUTHER KING	73111	405-427-5700	D.L. ROGERS CORP.
OK	OKLAHOMA CITY	2662	8420 S. WESTERN	73139	405-632-1991	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	OKLAHOMA CITY	2676	1900 S. MERIDIAN	73108	405-686-1900	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST

State	City	Location	Address	Zip	Phone	Entity
OK	OKLAHOMA CITY	2680	12410 N. MACARTHUR	73142	405-728-1991	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	OKLAHOMA CITY	2684	8116 N.W. EXPRESSWAY	73162	405-722-1444	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	OKLAHOMA CITY	2686	2828 S.W. 89TH STREET	73159	405-692-8188	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	OKLAHOMA CITY	2687	9300 N. ROCKWELL	73132	405-720-9292	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	OKLAHOMA CITY	1228	11529 S. WESTERN	73170	405-691-0681	DCW INVESTMENTS, L.L.C.
OK	OKLAHOMA CITY	4727	3701 SOUTH COUNCIL	73179	405-745-2472	DCW INVESTMENTS, L.L.C.
OK	OKLAHOMA CITY	3739	7040 S SOONER ROAD	73135	405-737-2868	GARY W. KINSLOW
OK	OKLAHOMA CITY	3418	13200 N. MAY AVENUE	73120	405-752-8788	JACK WINTERS/JAY JIROUS
OK	OKLAHOMA CITY	3806	3701 W. MEMORIAL ROAD	73134	405-752-5585	JAY JIROUS/MARVIN D. JIROUS 2013 TRUST
OK	OKLAHOMA CITY	3930	8001 NW 122ND STREET	73142	405-721-1414	JAY JIROUS/MARVIN D. JIROUS 2013 TRUST
OK	OKLAHOMA CITY	1258	2800 S.MAY AVE	73108	405-634-0121	SFK OKLAHOMA RESTAURANTS, LLC
OK	OKLAHOMA CITY	3310	2109 N.W. 122ND STREET	73120	405-751-9100	SFK OKLAHOMA RESTAURANTS, LLC
OK	OKLAHOMA CITY	4631	7640 N MAY AVE	73116	405-848-7557	SFK OKLAHOMA RESTAURANTS, LLC
OK	OKLAHOMA CITY	6855	14800 S Sooner Rd	73165	000-000-0000	SFK OKLAHOMA RESTAURANTS, LLC
OK	OKLAHOMA CITY	6693	14817 NORTH ROCKWELL AVENUE	73142	405-470-3374	W. I-44, LLC
OK	OKLAHOMA CITY	1602	4216 N.W. 39TH STREET	73112	405-947-0700	WINTCO INC.
OK	OKLAHOMA CITY	5116	7500 S. CHOCTAW ROAD	73020	405-386-3694	WINTCO INC.
OK	OKMULGEE	2638	900 E. SIXTH STREET	74447	918-756-2700	CARL E. MARTIN/JAMES T. WILLIAMS
OK	OOLOGAH	4289	505 S. HIGHWAY 169	74053	918-443-0000	MASON HARRISON JARRARD ENTERPRISES/LARCO ENTERPRISES, INC./KENNETH V. SMITH/ALLEN BARNES (DECSD)
OK	PAULS VALLEY	2706	201 N. PINE STREET	73075	405-238-3301	J2 ENTERPRISES, LLC
OK	PAULS VALLEY	5817	2505 WEST GRANT STREET	73075	405-207-9620	J2 ENTERPRISES, LLC
OK	PAWHUSKA	2693	2001 E. MAIN STREET	74056	918-287-1551	GARY HENDRIX
OK	PAWNEE	2754	521 FOURTH STREET	74058	918-762-3983	T. DAVID CASTLEBERRY JR.
OK	PERKINS	3871	1202 N MAIN ST	74059	405-547-2800	GARY W. KINSLOW/BROOKE E. CASE
OK	PERRY	2772	728 FIR STREET	73077	580-336-9435	J2 ENTERPRISES, LLC
OK	PIEDMONT	4347	1317 PIEDMONT ROAD NORTH	73078	405-373-0982	DCW INVESTMENTS, INC.
OK	POCOLA	2784	1401 N. POCOLA BOULEVARD	74902	918-436-7774	J2 ENTERPRISES, LLC
OK	PONCA CITY	2697	2603 N. 14TH STREET	74604	580-762-9110	GARY HENDRIX
OK	PONCA CITY	2752	608 SOUTH 14TH STREET	74601	580-765-9244	GARY HENDRIX
OK	PONCA CITY	2771	501 E. HARTFORD	74601	580-762-6828	GARY HENDRIX
OK	POTEAU	4024	1706 N. BROADWAY	74953	918-649-0416	J2 ENTERPRISES, LLC
OK	PRAGUE	1236	1113 W. MAIN STREET	74864	405-567-4300	DEBORAH ROBERTSON
OK	PRYOR	3570	439 S MILL	74361	918-825-8567	LARRY SMITH/AMY WALLS

State	City	Location	Address	Zip	Phone	Entity
OK	PURCELL	2709	508 S. GREEN AVENUE	73080	405-527-9424	GARY HENDRIX/BARBARA POOL
OK	ROLAND	2844	304 W. RAY FINE BOULEVARD	74954	918-503-6138	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
OK	SALLISAW	2859	550 WEST RUTH AVENUE	74955	918-775-3111	DENISE A SAINER-NORVELL/TOBY NORVELL
OK	SAYRE	2846	1109 NORTH 4TH STREET	73662	580-928-2224	T. DAVID CASTLEBERRY, JR./MARK VALENTIN/TONYA CASTLEBERRY/LINDA LEAL
OK	SEILING	6473	1093 HIGHWAY 270	73838	580-922-6160	TONY GORE/GENIA GORE
OK	SEMINOLE	2847	525 MILT PHILLIPS AVENUE	74868	405-382-2393	GARY W. KINSLOW
OK	SHATTUCK	6347	1816 SOUTH MAIN STREET	73858	580-938-2999	DWIGHT VAN DORN
OK	SHAWNEE	4580	40210 HARDESTY ROAD	74801	405-878-8804	ELAINE MCBEE
OK	SHAWNEE	2848	450 N. HARRISON	74801	405-275-3495	WINTCO INC.
OK	SHAWNEE	2939	2131 N KICKAPOO	74804	405-273-1230	WINTCO INC.
OK	SHAWNEE	4115	4625 N KICKAPOO AVENUE	74804	405-273-1177	WINTCO INC.
OK	SHAWNEE	5323	4439 NORTH HARRISON STREET	74804	405-273-7277	WINTCO INC.
OK	SPIRO	2909	420 W. BROADWAY	74959	918-962-9481	J2 ENTERPRISES, LLC
OK	STIGLER	2894	608 E. MAIN	74462	918-967-2828	J2 ENTERPRISES, LLC
OK	STILLWATER	2850	215 N. MAIN STREET	74075	405-377-0930	EUGENE LONGWORTH/PAMELA GENE FAUCHIER/ROGER CASTLEBERRY/ROLAND GENE AUSTIN/T. DAVID CASTLEBERRY, JR.
OK	STILLWATER	3814	423 S PERKINS ROAD	74074	405-372-9156	EUGENE LONGWORTH/ROGER CASTLEBERRY/ROLAND GENE AUSTIN/T. DAVID CASTLEBERRY, JR.
OK	STILLWATER	6043	4425 WEST 6TH AVENUE	74074	405-372-2904	EUGENE LONGWORTH/ROGER CASTLEBERRY/ROLAND GENE AUSTIN/T. DAVID CASTLEBERRY, JR.
OK	STILWELL	2953	HIGHWAY 59	74960	918-696-3424	KENSO, INC./ALLEN BARNES (DECSD)/ANN DUCOTEY CARTER (DECSD)
OK	STRATFORD	6530	423 WEST SMITH STREET	74872	580-759-2173	J2 ENTERPRISES, LLC
OK	STROUD	2876	603 N. EIGHTH AVENUE	74079	918-968-2914	GARY W. KINSLOW
OK	SULPHUR	2863	1322 W. BROADWAY	73086	580-622-6262	J2 ENTERPRISES, LLC
OK	TECUMSEH	3000	109 E. WALNUT	74873	405-598-3369	JERRY E. VANDEGRIFT
OK	THACKERVILLE	6494	11577 RIDGE ROAD	73459	580-276-9900	MASON HARRISON RATLIFF ENTERPRISES
OK	TISHOMINGO	3014	402 E. MAIN	73460	580-371-9518	J2 ENTERPRISES, LLC
OK	TONKAWA	3013	904 E NORTH AVENUE	74653	580-628-2330	J2 ENTERPRISES, LLC
OK	TULSA	2992	4904 E. ADMIRAL PLACE	74115	918-836-1511	MARTIN, CARL E./MARTIN, III, CARL
OK	VALLIANT	6379	1001 WEST WILSON	74764	580-933-9000	VALLIANT DRIVE-IN NO. 1, LLC
OK	VERDIGRIS	6396	26053 SOUTH DOLLAR DRIVE	74019	918-379-0061	KENNETH V. SMITH/DAVID DEJARNETT
OK	VINITA	3069	130 NORTH 7TH STREET	74301	918-256-5200	LARRY SMITH/AMY WALLS
OK	WALTERS	3502	219 W MISSOURI	73572	580-875-3555	ENRICO RAMIREZ/RODNEY W. WARREN
OK	WARNER	6336	1000 SOUTH HIGHWAY 2	74469	918-463-3712	J2 ENTERPRISES, LLC

State	City	Location	Address	Zip	Phone	Entity
OK	WAURIKA	4530	301 E HIGHWAY 70	73573	580-228-3260	J2 ENTERPRISES, LLC
OK	WEATHERFORD	3082	208 E. MAIN STREET	73096	580-772-5424	DAN WINTERS/JACK WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	WESTVILLE	5494	ROUTE 3, BOX 569/HWY 59 SOUTH	74965	918-723-3055	KENSO, INC.
OK	WEWOKA	3746	1220 MEKUSUKEY DRIVE	74884	405-257-2330	J2 ENTERPRISES, LLC
OK	WILBURTON	3096	503 HIGHWAY 2 NORTH	74578	918-465-3832	J2 ENTERPRISES, LLC
OK	WYNNEWOOD	3120	803 S. DEAN A. MCGEE	73098	405-665-2580	J2 ENTERPRISES, LLC
OK	YUKON	3075	729 W. MAIN STREET	73099	405-354-7424	CHRIS WINTERS/DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	YUKON	2681	125 S. MUSTANG ROAD	73099	405-324-1221	CHRIS WINTERS/MARVIN D. JIROUS 2013 TRUST
OK	YUKON	6533	901 NORTH CEMETERY ROAD	73099	405-494-9629	DCW INVESTMENTS, L.L.C./W. I-44, LLC
OR	BEND	5828	63076 NORTH HIGHWAY 97	97703	541-306-4153	Team Drive-in Bend, LLC
OR	CENTRAL POINT	5468	1760 EAST PINE STREET	97502	541-664-3728	SDI NW, LLC
OR	CORNELIUS	6335	1880 BASELINE STREET	97113	503-430-7425	SHV 6 LLC
OR	GRANTS PASS	5708	255 UNION AVENUE	97527	541-244-2029	SDI GRANTS PASS, LLC
OR	HILLSBORO	5608	7380 N.E. BUTLER STREET	97124	503-648-0150	SHV 5608 LLC
OR	MADRAS	6169	222 NW 4TH STREET	97741	541-475-1807	TEAM DRIVE IN MADRAS, LLC
OR	MEDFORD	5948	1760 DELTA WATERS ROAD	97504	541-842-2470	SDI MEDFORD, LLC
OR	REDMOND	6046	500 NW OAK TREE LANE	97756	541-526-5855	Team Drive-in Redmond, LLC
OR	ROSEBURG	5818	1275 NE STEPHENS STREET	97470	541-672-8161	SDI ROSEBURG, LLC
OR	SPRINGFIELD	5917	2043 OLYMPIC STREET	97477	541-228-3840	SDI SPRINGFIELD, LLC
OR	TIGARD	6206	15336 SW HIGHWAY 99	97224	503-747-6128	SHV 4 LLC
OR	WILSONVILLE	5888	30129 SW BOONES FERRY ROAD	97070	503-855-4642	SHV 2 LLC
PA	ALLENTOWN	6216	1753 AIRPORT ROAD	18109	610-264-1662	Munson of Allentown Drive LLC
PA	BARTONSVILLE	6158	295 NEW FRANTZ ROAD	18360	570-420-8922	Munson of Bartonsville Drive LLC
PA	BRIDGEVILLE	5965	1027 WASHINGTON PIKE	15017	412-221-3350	NCH HOSPITALITY, LLC
PA	CHAMBERSBURG	6277	861 NORLAND AVENUE	17201	717-496-8455	SOAR RESTAURANTS II, LLC
PA	Elverson	6882	850 CROSSINGS BOULEVARD	19520	610-286-7963	Soar Restaurants V, LLC
PA	EPHRATA	6881	4247 OREGON PIKE	17522	717-859-4442	Soar Restaurants V, LLC
PA	ERIE	6712	5854 PEACH STREET, UNIT 0985	16565	814-651-0646	PENNPEACH, LLC
PA	GREENSBURG	6082	6031 ROUTE 30	15601	724-830-9300	NCH HOSPITALITY, LLC
PA	HANOVER	6001	290 WILSON AVENUE	17331	717-632-0401	SOAR RESTAURANTS II, LLC
PA	HAZLETON	6228	58 STATION CIRCLE	18202	570-599-5100	Munson of Hazleton Drive LLC
PA	HOLMES	6889	2610 EAST MACDADE BOULEVARD	19043	484-497-7092	Soar Restaurants V, LLC
PA	LANCASTER	6883	2223 LINCOLN HIGHWAY EAST	17602	717-869-5963	Soar Restaurants V, LLC

State	City	Location	Address	Zip	Phone	Entity
PA	MOUNT JOY	6885	855 EAST MAIN STREET	17552	717-492-8697	Soar Restaurants V, LLC
PA	NORRISTOWN	6888	2901 SWEDE ROAD	19401	484-674-7135	Soar Restaurants V, LLC
PA	NORTH STRABANE TOWNSHIP	5801	2611 WASHINGTON ROAD	15317	724-746-2823	NCH HOSPITALITY, LLC
PA	Philadelphia	6925	1308 West Girard Avenue	19123	610-450-4747	MUNSON OF GIRARD DRIVE, LLC
PA	READING	6886	4515 PERKIOMEN AVENUE	19606	610-370-3037	Soar Restaurants V, LLC
PA	Royersford	6884	37 WEST RIDGE PIKE	19468	484-791-3186	Soar Restaurants V, LLC
PA	TARENTUM	5829	1010 VILLAGE CENTER DRIVE	15084	724-274-4960	FRAZER DRIVE-IN, LLC
PA	UNIONTOWN	5896	705 WALMART DRIVE	15401	724-438-2345	NCH HOSPITALITY, LLC
PA	Wilkes Barre	6921	755 Kidder St	18702	570-270-5155	MUNSON OF WILKES BARRE DRIVE LLC
PA	WILLOW GROVE	6887	2405 EASTON ROAD	19090	215-259-6171	Soar Restaurants V, LLC
RI	SMITHFIELD	6490	393 PUTNAM PIKE	2917	401-349-2152	Smithfield Foods, LLC
RI	WARWICK	6671	1134 BALD HILL ROAD	2886	401-822-7776	HAWK & HAY OF WARWICK, LLC
SC	AIKEN	3678	2092 WHISKEY ROAD	29803	803-649-6480	MASON HARRISON RATLIFF ENTERPRISES
SC	AIKEN	4174	1230 RICHLAND AVENUE	29801	803-644-2724	MASON HARRISON RATLIFF ENTERPRISES
SC	ANDERSON	3812	1522 E GREENVILLE STREET	29621	864-231-0075	CINOS V, INC.
SC	BATESBURG-LEESVILLE	6411	136 WEST CHURCH STREET	29006	803-532-2111	MICHAEL IRONS/BARBARA IRONS
SC	BEAUFORT	3497	340 ROBERT SMALLS PARKWAY	29906	843-522-8378	MICHAEL IRONS/BARBARA IRONS
SC	BEAUFORT	3896	137 SEA ISLAND PARKWAY	29907	843-986-9607	MICHAEL IRONS/BARBARA IRONS
SC	BLUFFTON	3789	5 SHERINGTON DRIVE	29910	843-815-3630	MICHAEL IRONS/BARBARA IRONS
SC	BOILING SPRINGS	4261	3121 BOILING SPRINGS ROAD	29316	864-578-9481	RHETT SMITH
SC	CAMDEN	6338	125 EAST DEKALB STREET	29020	803-425-0500	MICHAEL IRONS/BARBARA IRONS
SC	CAYCE	6399	3018 CHARLESTON HIGHWAY	29172	803-728-0041	MICHAEL IRONS/BARBARA IRONS
SC	CHAPIN	6548	1153 CHAPIN ROAD	29036	803-298-5310	MICHAEL IRONS/BARBARA IRONS
SC	CHARLESTON	4212	3418 SHELBY RAY COURT	29414	843-769-9830	D.L. ROGERS CORP.
SC	CHARLESTON	6639	1710 SAM RITTENBURG BLVD	29407	843-614-4050	D.L. ROGERS CORP.
SC	CHERAW	1812	310 CHESTERFIELD HIGHWAY	29520	843-537-0134	D.L. ROGERS CORP.
SC	CLINTON	5898	925 BROAD STREET	29325	864-833-6001	AFG SR Clinton, LLC
SC	COLUMBIA	1854	3036 BROAD RIVER ROAD	29210	803-750-7530	MICHAEL IRONS/BARBARA IRONS
SC	COLUMBIA	1866	287 HARBISON BOULEVARD	29212	803-749-3535	MICHAEL IRONS/BARBARA IRONS
SC	COLUMBIA	3254	6518 GARNERS FERRY ROAD	29209	803-783-8080	MICHAEL IRONS/BARBARA IRONS
SC	COLUMBIA	3743	315 ASSEMBLY STREET	29201	803-779-2971	MICHAEL IRONS/BARBARA IRONS
SC	COLUMBIA	4407	10044 TWO NOTCH ROAD	29223	803-462-0622	MICHAEL IRONS/BARBARA IRONS
SC	COLUMBIA	5161	4436 HARD SCRABBLE ROAD	29229	803-419-7443	MICHAEL IRONS/BARBARA IRONS

State	City	Location	Address	Zip	Phone	Entity
SC	COLUMBIA	6305	8821 FARROW ROAD	29203	803-699-7072	MICHAEL IRONS/BARBARA IRONS
SC	COLUMBIA	6416	5417 FOREST DRIVE	29206	803-790-9729	MICHAEL IRONS/BARBARA IRONS
SC	CONWAY	1048	1927 HIGHWAY 544	29526	843-347-8687	D.L. ROGERS CORP.
SC	CONWAY	5485	200 RIVERTOWN BOULEVARD	29526	843-369-5055	D.L. ROGERS CORP.
SC	DARLINGTON	6723	1513 SOUTH MAIN STREET	29532	843-968-8058	D.L. ROGERS CORP.
SC	DUNCAN	4801	2149 E. MAIN	29334	864-486-8565	RHETT SMITH
SC	EASLEY	4771	6398 CALHOUN MEMORIAL HIGHWAY	29640	864-855-8006	CINOS IV, INC.
SC	FLORENCE	3926	1738 SOUTH IRBY	29505	843-618-5581	D.L. ROGERS CORP.
SC	FLORENCE	4534	2421 WEST PALMETTO STREET	29501	843-413-0140	D.L. ROGERS CORP.
SC	GAFFNEY	3173	1529 FLOYD BAKER BOULEVARD	29341	864-489-6040	AFG SR Gaffney, LLC
SC	GOOSE CREEK	3192	122 ST. JAMES AVE.	29445	843-572-6818	D.L. ROGERS CORP.
SC	GOOSE CREEK	6337	660 COLLEGE PARK ROAD	29456	843-764-2719	D.L. ROGERS CORP.
SC	GREENVILLE	4196	954 NORTH PLEASANTBURG DRIVE	29615	864-239-0678	AFG SR Pleasantburg, LLC
SC	GREENVILLE	2130	1534 WOODRUFF ROAD	29607	864-234-2598	AFG SR Woodruff, LLC
SC	GREENWOOD	3174	1427 BYPASS 72 NORTHEAST	29649	864-223-5505	AFG SR Greenwood, LLC
SC	GREER	4208	119 BUNCOMBE ROAD	29650	864-801-2900	AFG SR Greer, LLC
SC	HARTSVILLE	2174	328 N. FIFTH STREET	29550	843-332-9158	D.L. ROGERS CORP.
SC	IRMO	6064	1150 DUTCH FORK ROAD	29063	803-749-9550	MICHAEL IRONS/BARBARA IRONS
SC	JAMES ISLAND	4550	931 FOLLY ROAD	29412	843-406-7721	D.L. ROGERS CORP.
SC	KINGSTREE	2308	300 N. LONGSTREET STREET	29556	843-354-7743	D.L. ROGERS CORP.
SC	LAKE CITY	2382	137 N RON MCNAIR BOULEVARD	29560	843-394-1921	D.L. ROGERS CORP.
SC	LANCASTER	4964	1501 HIGHWAY 9 BY-PASS WEST	29720	803-285-7288	D.L. ROGERS CORP.
SC	LAURENS	3175	926 E. MAIN STREET	29360	864-683-4451	AFG SR Laurens, LLC
SC	LEXINGTON	4965	1857 SOUTHLAKE DRIVE	29073	803-996-5488	MICHAEL IRONS/BARBARA IRONS
SC	LEXINGTON	6717	2515 AUGUSTA HIGHWAY	29072	803-520-8780	MICHAEL IRONS/BARBARA IRONS
SC	Lexington	6937	461 Columbia Avenue	29072	803-490-0621	MICHAEL IRONS/BARBARA IRONS
SC	LUGOFF	3505	804 US HIGHWAY 1 SOUTH	29078	803-438-7006	MICHAEL IRONS/BARBARA IRONS
SC	MANNING	4910	1948 PAXVILLE HIGHWAY	29102	803-435-4117	MICHAEL IRONS/BARBARA IRONS
SC	MONCKS CORNER	3443	105 S HIGHWAY 52	29461	843-761-5922	D.L. ROGERS CORP.
SC	MOUNT PLEASANT	5414	2868 HIGHWAY 17 NORTH	29466	843-856-3922	D.L. ROGERS CORP.
SC	MYRTLE BEACH	2587	1930 MISTER JOE WHITE AVENUE	29577	843-444-1162	D.L. ROGERS CORP.
SC	MYRTLE BEACH	5111	3782 RENEE DRIVE	29579	843-903-5627	D.L. ROGERS CORP.
SC	MYRTLE BEACH	6188	9704 HIGHWAY 707	29588	843-215-3292	D.L. ROGERS CORP.
SC	NEWBERRY	3330	1624 WILSON ROAD	29108	803-321-9090	MICHAEL IRONS/BARBARA IRONS
SC	NORTH AUGUSTA	3406	1036 EDGEFIELD RD	29860	803-202-0462	MASON HARRISON RATLIFF ENTERPRISES
SC	NORTH AUGUSTA	4364	1187 KNOX AVENUE	29841	803-279-9779	MASON HARRISON RATLIFF ENTERPRISES

State	City	Location	Address	Zip	Phone	Entity
SC	NORTH CHARLESTON	3829	6301 RIVERS AVENUE	29406	843-863-0511	D.L. ROGERS CORP.
SC	NORTH CHARLESTON	4933	9101 UNIVERSITY BLVD.	29406	843-824-8919	D.L. ROGERS CORP.
SC	NORTH MYRTLE BEACH	6289	701 HIGHWAY 17 NORTH	29582	843-663-3287	D.L. ROGERS CORP.
SC	ORANGEBURG	3813	2564 NORTH ROAD	29118	803-534-5070	MICHAEL IRONS/BARBARA IRONS
SC	ORANGEBURG	6629	3622 SAINT MATTHEWS ROAD	29118	803-747-7777	MICHAEL IRONS/BARBARA IRONS
SC	PAWLEYS ISLAND	5827	11361 OCEAN HIGHWAY	29585	843-979-0068	D.L. ROGERS CORP.
SC	ROCK HILL	2838	1648 CELANESE ROAD	29732	803-325-7838	D.L. ROGERS CORP.
SC	SIMPSONVILLE	5694	12 BERRYBLUE COURT	29680	864-228-9200	AFG SR Clinton, LLC
SC	SPARTANBURG	5065	2076 EAST MAIN STREET	29307	864-582-1811	RHETT SMITH
SC	SUMMERVILLE	2968	9920 DORCHESTER ROAD	29456	843-821-4202	D.L. ROGERS CORP.
SC	SUMMERVILLE	5644	105 GRANDVIEW DRIVE	29483	843-695-7984	D.L. ROGERS CORP.
SC	SUMTER	3964	1091 BROAD STREET	29150	803-938-9767	MICHAEL IRONS/BARBARA IRONS
SC	SUMTER	4523	2022 MCCRAYS MILL ROAD	29154	803-934-8822	MICHAEL IRONS/BARBARA IRONS
SC	TEGA CAY	5516	3039 HIGHWAY 160	29708	803-802-2002	D.L. ROGERS CORP.
SC	WALTERBORO	5951	518 ROBERTSON BOULEVARD	29488	843-782-4565	D.L. ROGERS CORP.
SC	WEST COLUMBIA	1322	3955 PLATT SPRINGS ROAD	29170	803-888-6284	MICHAEL IRONS/BARBARA IRONS
SC	WEST COLUMBIA	3143	2424 AUGUSTA ROAD	29169	803-926-0800	MICHAEL IRONS/BARBARA IRONS
SC	WINNSBORO	3703	293 US HWY 321 BYPASS SOUTH	29180	803-801-3713	MICHAEL IRONS/BARBARA IRONS
SC	YORK	5064	1560 E. ALEXANDER LOVE HWY	29745	803-818-5150	D.L. ROGERS CORP.
SD	RAPID CITY	5774	2316 MOUNT RUSHMORE ROAD	57701	605-716-3663	CINOS II, LLC/BRYANT D. MORRISON
SD	RAPID CITY	6126	815 JACKSON BOULEVARD	57702	605-716-3668	CINOS IV, LLC/BRYANT D. MORRISON
SD	RAPID CITY	6654	502 CENTURY ROAD	57701	605-791-0237	CINOS V, LLC
SD	SIOUX FALLS	5615	3810 WEST 34TH STREET	57106	605-275-3663	CINOS I, LLC/BRYANT D. MORRISON
TN	ADAMSVILLE	1558	325 MAIN STREET	38310	731-632-0788	STANFILL MANAGEMENT, INC.
TN	ALAMO	4724	1340 WEST CHURCH STREET	38001	731-696-2375	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
TN	ALGOOD	5321	559 WEST MAIN STREET	38506	931-537-3009	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST
TN	ANTIOCH	3275	2787 MURFREESBORO ROAD	37013	615-360-6630	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST
TN	ARDMORE	5331	26909 MAIN STREET	38449	931-427-2522	EXCEL INVESTMENTS III, INC.
TN	ARLINGTON	6315	6101 AIRLINE ROAD	38002	901-867-9463	MASON HARRISON RATLIFF ENTERPRISES/RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/ROBERT T. SOLBERG
TN	ATHENS	1008	1809 DECATUR PIKE	37303	423-745-7336	RED ROCK, LLC

State	City	Location	Address	Zip	Phone	Entity
TN	ATOKA	4034	11050 HIGHWAY 51 SOUTH #13	38004	901-837-1614	RONALD A. SOLBERG/PATRICIA A. SOLBERG/ROBERT T. SOLBERG/RONALD T. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	BARTLETT	4997	7636 US HIGHWAY 70 NORTH	38135	901-377-7899	RONALD A. SOLBERG/PATRICIA A. SOLBERG/ROBERT T. SOLBERG/RONALD T. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	BENTON	3750	6284 HIGHWAY 411	37307	423-338-6600	RED ROCK, LLC
TN	BOLIVAR	1635	407 W. MARKET STREET	38008	731-658-3340	MELISSA CRUMP
TN	BRENTWOOD	3357	1618 FRANKLIN RD	37027	615-661-5516	EXCEL INVESTMENTS III, INC.
TN	BRENTWOOD	4193	1718 CAROUTHERS PARKWAY	37027	615-376-2757	EXCEL INVESTMENTS III, INC.
TN	BRENTWOOD	4755	208 B. WILSON PIKE CIRCLE	37027	615-309-7701	EXCEL INVESTMENTS III, INC.
TN	BROWNSVILLE	1641	414 EAST MAIN STREET	38012	731-772-4184	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TN	CAMDEN	1816	154 W. MAIN	38320	731-584-3900	BARBARA JENKINS (DECSD)
TN	CARTHAGE	1836	131 MYER STREET	37030	615-735-9100	MASON HARRISON RATLIFF ENTERPRISES/WEST & WEST ENTERPRISES, INC.
TN	CHAPEL HILL	5454	4646 NASHVILLE HIGHWAY	37034	931-364-2685	EXCEL INVESTMENTS III, INC.
TN	CHATTANOOGA	1046	6915 SHALLOWFORD ROAD	37421	423-855-4900	ESCH, INC.
TN	CHATTANOOGA	1770	3508 DAYTON BOULEVARD	37415	423-877-3355	ESCH, INC.
TN	CHATTANOOGA	5363	3222 CUMMINGS HIGHWAY	37419	423-821-5653	ESCH, INC.
TN	CLARKSVILLE	3503	2219 MADISON STREET	37043	931-645-9273	STANFILL MANAGEMENT, INC.
TN	CLARKSVILLE	3504	1970 FORT CAMPBELL BLVD	37042	931-551-4411	STANFILL MANAGEMENT, INC.
TN	CLARKSVILLE	5289	1761 WILMA RUDOLPH BOULEVARD	37040	931-648-0614	STANFILL MANAGEMENT, INC.
TN	CLARKSVILLE	5499	3829 TRENTON ROAD	37040	931-551-4470	STANFILL MANAGEMENT, INC.
TN	CLARKSVILLE	5580	701 NORTH RIVERSIDE DRIVE	37040	931-920-4501	STANFILL MANAGEMENT, INC.
TN	CLARKSVILLE	5909	50 DOVER CROSSING	37042	931-648-1400	STANFILL MANAGEMENT, INC.
TN	Clarksville	6942	1805 Madison St.	37043	931-572-3267	STANFILL MANAGEMENT, INC.
TN	CLEVELAND	3885	390 STUART ROAD NE	37312	423-559-9944	BOB DEWITT
TN	CLEVELAND	4041	3115 WATERLEVEL HIGHWAY	37323	423-476-5007	BOB DEWITT
TN	CLEVELAND	5579	1340 25TH STREET NW	37311	423-559-5999	BOB DEWITT
TN	COLLIERVILLE	5445	3790 S. HOUSTON LEVEE ROAD	38017	901-853-3509	MASON HARRISON RATLIFF ENTERPRISES/RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/ROBERT T. SOLBERG
TN	COLLIERVILLE	3223	262 W. HIGHWAY 72	38017	901-853-9333	RONALD A. SOLBERG/GARY JARRARD/H MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	COLUMBIA	1850	614 JAMES M. CAMPBELL BLVD	38401	931-388-2280	EXCEL INVESTMENTS III, INC.

State	City	Location	Address	Zip	Phone	Entity
TN	COLUMBIA	4053	811 NASHVILLE HIGHWAY	38401	931-381-0494	EXCEL INVESTMENTS III, INC.
TN	COOKEVILLE	1833	724 S. JEFFERSON	38501	931-528-7252	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST
TN	COOKEVILLE	3836	381 W. JACKSON AVENUE	38501	931-528-8239	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	COVINGTON	1763	710 HIGHWAY 51 N.	38019	901-476-1307	HOWARD ALLSUP/KENT ALLSUP
TN	CROSSVILLE	1807	1598 N. MAIN STREET	38555	931-484-7545	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST
TN	DAYTON	1911	7330 RHEA COUNTY HIGHWAY	37321	423-775-6571	BOB DEWITT/JACK V. DEWITT (DESCD)
TN	DECHERD	3102	2151 DECHERD BOULEVARD	37324	931-967-1935	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR/RAY MASON
TN	DICKSON	5766	2530 HIGHWAY 46 SOUTH	37055	615-441-0015	EXCEL INVESTMENTS III, INC.
TN	DICKSON	1925	400 HIGHWAY 46 SOUTH	37055	615-446-5722	HOWARD ALLSUP/KENT ALLSUP
TN	DONELSON	1917	414 DONELSON PIKE	37214	615-889-3040	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST
TN	DOVER	5330	1311 DONELSON PARKWAY	37058	931-232-4903	NORTH FORK HOLDINGS, L.L.C.
TN	DRESDEN	6694	8545 HIGHWAY 22	38225	731-364-3200	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO
TN	DUNLAP	4013	15272 RANKIN AVENUE SOUTH	37327	423-949-6265	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	DYERSBURG	1886	1906 ST JOHN N HWY 51	38024	731-285-4155	PENNY GUTHRIE/CAROL LEE MASON/MYRNA MASON LIGHTFOOT//SARA JO FOUNTAIN/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
TN	DYERSBURG	3886	1525 HWY 51 BYPASS NORTH	38024	731-287-1100	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT
TN	EAST RIDGE	1067	4348 RINGGOLD ROAD	37412	423-697-7200	ESCH, INC.
TN	FAIRVIEW	2064	2018 W. FAIRVIEW BOULEVARD	37062	615-799-9719	EXCEL INVESTMENTS III, INC.
TN	FAYETTEVILLE	2057	1228 HUNTSVILLE HIGHWAY	37334	931-433-8049	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	FRANKLIN	2012	401 HILLSBORO ROAD	37064	615-791-1300	EXCEL INVESTMENTS III, INC.
TN	FRANKLIN	3453	1505 MURFREESBORO ROAD	37067	615-595-9666	EXCEL INVESTMENTS III, INC.
TN	FRANKLIN	4515	1103 BATTLEWOOD DR	37069	615-599-6017	EXCEL INVESTMENTS III, INC.
TN	FRANKLIN	4770	4101 MALLORY LANE	37067	615-591-9711	EXCEL INVESTMENTS III, INC.
TN	FRANKLIN	6625	3021 CAPTAIN FREEMAN PARKWAY	37064	615-630-1558	EXCEL INVESTMENTS III, INC.
TN	GALLATIN	2124	505 HARTSVILLE PIKE	37066	615-452-2044	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	GALLATIN	4165	172 N BELVEDERE DRIVE	37066	615-451-7922	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR

State	City	Location	Address	Zip	Phone	Entity
TN	GOODLETTSVILLE	2136	136 LONG HOLLOW PIKE	37072	615-851-4231	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	GREENFIELD	4951	1715 S. MERIDIAN STREET	38230	731-235-1110	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
TN	HARTSVILLE	2222	319 BROADWAY	37074	615-374-2776	MASON HARRISON RATLIFF ENTERPRISES/WEST & WEST ENTERPRISES,INC./GARY JARRARD
TN	HENDERSON	2198	165 N. CHURCH STREET	38340	731-989-5885	GINA GRANT
TN	HENDERSONVILLE	2226	279 NEW SHACKLE ISLAND ROAD	37075	615-822-3118	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	HENDERSONVILLE	3554	559 EAST MAIN STREET	37075	615-826-2135	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	HERMITAGE	2164	4352 LEBANON ROAD	37076	615-871-0615	MASON HARRISON RATLIFF ENTERPRISES/WEST & WEST ENTERPRISES, INC.
TN	HIXSON	1116	6216 HIXSON PIKE	37343	423-842-9982	ESCH, INC.
TN	HOHENWALD	2197	435 EAST MAIN	38462	931-796-5936	EXCEL INVESTMENTS III, INC.
TN	HUMBOLDT	2153	2349 EAST END DRIVE	38343	731-784-7411	PENNY GUTHRIE/SARA JO FOUNTAIN/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
TN	HUNTINGDON	2172	20900 E. MAIN	38344	731-986-8555	GINA GRANT
TN	JACKSON	2251	1559 S. HIGHLAND	38301	731-424-0077	STANFILL MANAGEMENT, INC.
TN	JACKSON	2273	1592 N. PARKWAY	38301	731-424-0010	STANFILL MANAGEMENT, INC.
TN	JACKSON	2284	2101 N. HIGHLAND	38305	731-668-4663	STANFILL MANAGEMENT, INC.
TN	JACKSON	4348	112 UNIVERSITY PARKWAY	38305	731-512-1010	STANFILL MANAGEMENT, INC.
TN	JACKSON	5222	1052 VANN DRIVE	38305	731-660-9977	STANFILL MANAGEMENT, INC.
TN	JACKSON	5946	40 CHLOE PLACE	38305	731-427-3009	STANFILL MANAGEMENT, INC.
TN	JASPER	4176	4644 MAIN STREET	37347	423-942-2767	ESCH, INC.
TN	JEFFERSON CITY	2266	201 EAST BROADWAY BOULEVARD	37760	865-475-2919	BABZ INC/BOB DEWITT
TN	KNOXVILLE	2219	6949 MAYNARDVILLE HIGHWAY	37918	865-922-1777	BOB DEWITT
TN	LA VERGNE	2421	5210 MURFREESBORO ROAD	37086	615-287-0136	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	LAFAYETTE	2400	1211 SCOTTSVILLE ROAD	37083	615-666-6481	ALLEN BARMAN/BILL BARMAN
TN	LAKE CITY	5154	605 N. MAIN STREET	37769	865-426-4485	DHANVI CORP
TN	LAKELAND	3413	9696 HIGHWAY 64	38002	901-385-9006	RONALD A. SOLBERG/PATRICIA A. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	LAWRENCEBURG	3372	2116 N LOCUST AVENUE	38464	931-766-9222	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	LEBANON	4173	6651 EASTGATE BLVD.	37090	615-443-0930	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	LEBANON	4234	1050 MURFREESBORO ROAD	37090	615-547-0070	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	LEBANON	2338	524 W. MAIN STREET	37087	615-449-3034	WILLIAM WEST

State	City	Location	Address	Zip	Phone	Entity
TN	LEWISBURG	2416	420 ELLINGTON PARKWAY	37091	931-359-7337	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/KENNETH P. SCOTT
TN	LEXINGTON	2351	480 WEST CHURCH STREET	38351	731-968-4411	STANFILL MANAGEMENT, INC.
TN	LINDEN	4732	106 EAST BROOKLYN AVE	37096	931-589-6390	EXCEL INVESTMENTS III, INC.
TN	LIVINGSTON	3649	1375 W MAIN STREET	38570	931-823-0790	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	LORETTO	5149	118 N. MILITARY ROAD	38469	931-853-5666	EXCEL INVESTMENTS III, INC.
TN	MADISON	2564	1565 NORTH GALLATIN PIKE	37115	615-865-7762	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	MADISONVILLE	3820	4513 HIGHWAY 411	37354	423-442-5333	RED ROCK, LLC
TN	MANCHESTER	2563	624 HILLSBORO BOULEVARD	37355	931-723-1362	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MARTIN	2456	413 N. LINDEL	38237	731-587-6717	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
TN	MC EWEN	5061	9669 HIGHWAY 70 EAST	37101	931-582-8501	EXCEL INVESTMENTS III, INC.
TN	MC KENZIE	2484	15755 HIGHLAND DRIVE	38201	731-352-3956	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
TN	MCMINNVILLE	2538	813 SMITHVILLE HIGHWAY	37110	931-473-7275	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MEDINA	5760	505 SONIC DRIVE	38355	731-783-3322	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
TN	MEMPHIS	2537	3685 MENDENHALL ROAD SOUTH	38115	901-795-4330	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	2540	3285 SHELBY DRIVE	38118	901-366-0527	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	2546	1500 GETWELL ROAD	38111	901-744-6599	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	2548	6981 HIGHWAY 64	38133	901-385-8934	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	2550	3804 SUMMER AVENUE	38122	901-454-4930	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	2561	4525 STAGE ROAD	38128	901-383-1722	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	2551	4009 FRAYSER-RALEIGH ROAD	38128	901-385-2959	RONALD A. SOLBERG/GARY JARRARD/H MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)

State	City	Location	Address	Zip	Phone	Entity
TN	MEMPHIS	2567	4130 KIRBY PARKWAY	38115	901-368-4999	RONALD A. SOLBERG/GARY JARRARD/H MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	2570	1305 N. GERMANTOWN PARKWAY	38016	901-753-9119	RONALD A. SOLBERG/GARY JARRARD/H MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	2584	2460 POPLAR AVENUE	38112	901-324-0850	RONALD A. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	3691	5860 HIGHWAY 70	38134	901-379-0307	RONALD A. SOLBERG/PATRICIA A. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	3692	2865 SOUTH PERKINS ROAD	38118	901-547-1001	RONALD A. SOLBERG/PATRICIA A. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	4079	3540 COVINGTON PIKE	38135	901-388-1101	RONALD A. SOLBERG/PATRICIA A. SOLBERG/ROBERT T. SOLBERG/RONALD T. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	4468	7450 WINCHESTER ROAD	38125	901-753-3450	RONALD A. SOLBERG/PATRICIA A. SOLBERG/ROBERT T. SOLBERG/RONALD T. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MEMPHIS	5434	1169 N. HOUSTON LEVEE ROAD	38018	901-758-2512	RONALD A. SOLBERG/PATRICIA A. SOLBERG/ROBERT T. SOLBERG/RONALD T. SOLBERG/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MILAN	2462	1033 E VAN HOOK	38358	731-723-3621	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT
TN	MILLINGTON	2543	8097 HIGHWAY 51 N.	38053	901-872-0088	RONALD A. SOLBERG /PATRICIA A. SOLBERG/GARY JARRARD/H. MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TN	MURFREESBORO	2473	1311 N.W. BROAD STREET	37129	615-895-5656	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MURFREESBORO	2541	1650 MIDDLE TENNESSEE BLVD	37130	615-896-0818	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MURFREESBORO	3679	1918 NORTH MEMORIAL BLVD	37129	615-904-7988	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MURFREESBORO	3835	215 CASON LANE	37128	615-494-0800	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MURFREESBORO	4045	2630 S CHURCH STREET	37128	615-217-6041	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MURFREESBORO	6397	2083 LASCASSAS PIKE	37130	615-603-7729	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MURFREESBORO	6640	1627 NEW SALEM HWY	37128	615-962-8933	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	MURFREESBORO	6461	1129 FORTRESS BLVD	37128	615-900-1028	DAVID W. COOPER/JAY W. COOPER/RONALD O. MCAFEE
TN	NASHVILLE	2624	6308 CHARLOTTE PIKE	37209	615-352-8590	MASON HARRISON RATLIFF ENTERPRISES/WEST & WEST ENTERPRISES,INC./GARY JARRARD

State	City	Location	Address	Zip	Phone	Entity
TN	NASHVILLE	2625	2312 DICKERSON PIKE	37207	615-226-3920	MASON HARRISON RATLIFF ENTERPRISES/WEST & WEST ENTERPRISES,INC./GARY JARRARD
TN	NASHVILLE	2627	3904 DICKERSON PIKE	37207	615-860-0685	MASON HARRISON RATLIFF ENTERPRISES/WEST & WEST ENTERPRISES,INC./GARY JARRARD
TN	NASHVILLE	1193	444 MURFREESBORO ROAD	37210	615-256-0699	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	NASHVILLE	2630	398 HARDING PLACE	37211	615-831-2268	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	NASHVILLE	3752	3910 GALLATIN PIKE	37216	615-226-0050	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	NASHVILLE	3790	2501 FRANKLIN PIKE	37204	615-269-3080	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	NASHVILLE	4224	1701 MURFREESBORO PIKE	37217	615-360-9001	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	NASHVILLE	4481	1331 BELL ROAD	37013	615-781-9514	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	NEWBERN	3391	123 EAST HIGHWAY 77	38059	731-627-0155	PENNY GUTHRIE/SARA JO FOUNTAIN
TN	NOLENSVILLE	3704	7230 NOLENSVILLE ROAD	37135	615-776-4050	EXCEL INVESTMENTS III, INC.
TN	OAKLAND	5192	7026 HIGHWAY 64	38060	901-466-9116	RONALD A. SOLBERG/PATRICIA A. SOLBERG/RONALD T. SOLBERG/ROBERT T. SOLBERG
TN	OLD HICKORY	4110	1410 ROBINSON ROAD	37138	615-541-0480	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST/GARY JARRARD
TN	OOLTEWAH	4925	5921 OOLTEWAH-RINGGOLD ROAD	37363	423-238-5374	ESCH, INC.
TN	PARIS	2716	504 TYSON AVENUE	38242	731-644-0880	STANFILL MANAGEMENT, INC.
TN	PARSONS	2753	88 E. MAIN STREET	38363	731-847-2111	STANFILL MANAGEMENT, INC.
TN	PULASKI	2712	317 S. FIRST STREET	38478	931-363-7584	EXCEL INVESTMENTS III, INC.
TN	RIPLEY	2804	171 S. WASHINGTON	38063	731-635-4646	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TN	ROCKWOOD	5325	1324 N. GATEWAY AVENUE	37854	865-354-4906	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST
TN	SAVANNAH	2890	665 WAYNE ROAD	38372	731-925-5552	FINNEGAN INVESTMENTS, INC./HOWARD ALLSUP/LESLYE DAVIS
TN	SELMER	2896	589 MULBERRY AVENUE	38375	731-645-5200	REBECCA L. HEARNSBERGER/TIMOTHY R. HEARNSBERGER
TN	SHELBYVILLE	2946	1117 MADISON AVENUE	37160	931-684-4420	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	SHELBYVILLE	5791	1604 NORTH MAIN STREET	37160	931-773-0018	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	SMYRNA	2957	791 NISSAN DRIVE	37167	615-459-5300	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	SMYRNA	4750	799 TEAM BLVD	37086	615-220-2114	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR

State	City	Location	Address	Zip	Phone	Entity
TN	SMYRNA	5662	1889 ALMAVILLE ROAD	37167	615-223-6438	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	SODDY DAISY	4906	8642 DAYTON PIKE	37379	423-451-0112	ESCH, INC.
TN	SOMERVILLE	2936	16320 HIGHWAY 64	38068	901-465-9756	DAVID HULL/GREG ROWDEN/RICKY P. DAVIS
TN	SOUTH PITTSBURG	4195	131 HIGHWAY 156	37380	423-837-7820	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	SPARTA	2893	659 W. BOCKMAN WAY	38583	931-836-2622	MASON HARRISON RATLIFF ENTERPRISES/WILLIAM WEST
TN	SPRING HILL	2984	5404 MAIN STREET	37174	931-486-0400	EXCEL INVESTMENTS III, INC.
TN	SPRINGFIELD	2969	3555 TOM AUSTIN HIGHWAY	37172	615-382-2160	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	SUMMERTOWN	5737	9102 HIGHWAY 20	38483	931-964-0750	SDI, SUMMERTOWN, TN, L.P.
TN	SWEETWATER	1267	782 NEW HIGHWAY 68	37874	423-337-7840	RED ROCK, LLC
TN	TIPTONVILLE	5219	640 CARL PERKINS PARKWAY	38079	731-253-0000	PENNY GUTHRIE/SARA JO FOUNTAIN/KARI DAWN ROMERO/SHIRLEY DEWITT/JACK V. DEWITT (DESCD)
TN	TRENTON	3015	2043 HIGHWAY 45 BY-PASS	38382	731-855-0000	HOWARD ALLSUP
TN	TULLAHOMA	3548	1911 N JACKSON STREET	37388	931-461-0300	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TN	TULLAHOMA	2996	504 W. LINCOLN STREET	37388	931-455-5052	DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR/RAY MASON
TN	UNION CITY	3059	416 REELFOOT AVENUE	38261	731-885-6912	PENNY GUTHRIE/KARI DAWN ROMERO/RYAN ANGEL/SARA JO FOUNTAIN
TN	WAVERLY	3104	302 W. MAIN	37185	931-296-4049	HOWARD ALLSUP/KENT ALLSUP
TN	WAYNESBORO	4972	224 DEXTER L WOODS MEM BLVD	38485	931-722-2404	EXCEL INVESTMENTS III, INC.
TN	WOODBURY	3323	800 W. MAIN STREET	37190	615-563-5300	DAVID WATSON/DAVID W. COOPER/JAY W. COOPER/JOHNNY R. YOUNG/PAUL RAYNOR
TX	ABILENE	1502	1734 N. FIRST STREET	79603	325-672-1872	D.L. ROGERS CORP.
TX	ABILENE	1524	2402 SAYLES BOULEVARD	79605	325-692-9075	D.L. ROGERS CORP.
TX	ABILENE	1597	202 N. JUDGE ELY BOULEVARD	79601	325-673-3663	D.L. ROGERS CORP.
TX	ABILENE	4744	3856 S. CLACK STREET	79606	325-692-1014	D.L. ROGERS CORP.
TX	ABILENE	6093	1442 BARROW STREET	79605	325-793-9474	D.L. ROGERS CORP.
TX	ACTON	6098	5431 ACTON HIGHWAY	76049	817-776-5892	GARY W. KINSLOW/MATT W. KINSLOW
TX	Alba	6830	309 East Greenville Street	75410	903-765-9140	MARK HOMER
TX	ALEDO	5139	300 N FM 1187	76008	817-441-6999	ERVIN OPERATIONS, LLC
TX	ALICE	5030	1256 EAST MAIN STREET	78332	361-664-8687	HENRY SANCHEZ, JR.
TX	ALLEN	4134	1310 W MCDERMOTT	75013	214-547-0144	AFG SR Allen 1-54134, LLC
TX	ALLEN	5752	1805 EAST BETHANY ROAD	75002	214-383-0612	AFG SR Allen 2-55752, LLC
TX	ALLEN	1543	707 E. MAIN	75002	972-727-4218	AFG SR ALLEN, LLC
TX	ALPINE	1520	602 EAST HOLLAND	79830	432-837-5521	GARY W. KINSLOW

State	City	Location	Address	Zip	Phone	Entity
TX	ALVARADO	4121	1103 HIGHWAY 67 WEST	76009	817-790-3111	CONCORD RESTAURANTS, INC.
TX	ALVIN	1517	1307 S. GORDON STREET	77511	281-585-8245	GUERNSEY HOLDINGS SDI TX LLC
TX	Amarillo	6870	14901 Interstate 27, Suite B	79119	806-318-6251	CEFCO CONVENIENCE STORES, INC.
TX	AMARILLO	1589	7417 S.W. 34TH STREET	79121	806-352-4221	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	1596	3600 SOUTH WASHINGTON	79110	806-355-0445	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	3187	7100 SOUTH BELL	79109	806-352-8343	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	3354	2707 S GEORGIA	79109	806-354-2238	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	3355	1714 S WESTERN ST	79106	806-351-0022	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	3387	4320 SW 45TH ST	79109	806-351-0805	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	3400	1910 S GRAND	79103	806-342-3043	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	3565	1009 AMARILLO BOULEVARD	79107	806-342-0288	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	3762	101 TASCOSA ROAD	79106	806-353-3637	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	4222	2220 ROSS OSAGE DRIVE	79103	806-376-7841	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	4978	4151 HILLSIDE ROAD	79110	806-457-1200	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	AMARILLO	6659	8611 HILLSIDE ROAD	79119	806-803-8611	ROGER CASTLEBERRY/DAVID H. HEMPHILL/JAMIE BARDWELL/PAIGE HADLEY
TX	ANDREWS	1515	510 N. MAIN	79714	432-523-4449	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
TX	ANGLETON	1495	1301 N. VELASCO	77515	979-849-7701	TATERTOTEXASMASTER, LLC.
TX	ANNA	4893	207 E. WHITE STREET	75409	972-924-4440	ENRICO RAMIREZ/RODNEY W. WARREN
TX	ANSON	5378	1715 COMMERCIAL AVENUE	79501	325-823-2445	ENRICO RAMIREZ/RODNEY W. WARREN
TX	ARANSAS PASS	3868	1662 W. WHEELER	78336	361-758-6514	D.L. ROGERS CORP.
TX	ARGYLE	6865	104 Frenchtown Road	76226	9402400001	MOHAMMAD ALAQRABAWY/MCKEE D. YANT II
TX	ARLINGTON	1512	409 W. RANDOL MILL ROAD	76011	817-277-8771	AFG SR ARLINGTON, LLC
TX	ARLINGTON	5623	4111 SOUTH BOWEN ROAD	76015	817-583-6340	AFG SR ARLINGTON-BOWEN, LLC
TX	ARLINGTON	3249	4719 LITTLE ROAD	76017	817-572-1804	AFG SR ARLINGTON-LITTLE, LLC
TX	ARLINGTON	5558	4721 WEST SUBLETT ROAD	76017	817-563-6005	AFG SR ARLINGTON-SUBLETT, LLC
TX	ARLINGTON	1519	1201 S. BOWEN ROAD	76013	817-460-3731	AFG SR BOWEN, LLC
TX	ARLINGTON	5206	4301 S. COLLINS STREET	76018	817-468-9903	AFG SR COLLINS, LLC

State	City	Location	Address	Zip	Phone	Entity
TX	ARLINGTON	1592	5501 S. COOPER STREET	76017	817-468-9077	AFG SR GREEN OAKS, LLC
TX	ARLINGTON	5906	1400 DEBBIE LANE	76002	817-453-0519	CONCORD RESTAURANTS, INC.
TX	ARLINGTON	1527	2609 E. PARK ROW	76010	817-652-8004	ERVIN OPERATIONS, LLC
TX	ARLINGTON	4082	3518 MATLOCK	76015	817-557-5707	ERVIN OPERATIONS, LLC
TX	ARLINGTON	3865	2240 SE GREEN OAKS	76018	817-468-9380	ERVIN OPERATIONS, LLC/JARED ERVIN
TX	ARLINGTON	4982	8130 MATLOCK ROAD	76001	817-453-7870	JACK C. HARTNETT
TX	ATASCOCITA	3365	6700 FM 1960 E	77346	281-812-2638	GUERNSEY HOLDINGS SDI TX LLC
TX	ATHENS	1487	1402 EAST TYLER	75751	903-675-8987	JIM V. ROBERTSON/JOE MCKIBBIN, SR./TED V. ROBERTSON
TX	ATLANTA	1508	301 US HIGHWAY 59 LOOP	75551	903-796-8178	THOMAS A. CURTIS
TX	AUBREY	5885	26741 EAST UNIVERSITY DRIVE	76227	972-347-6570	MASON HARRISON RATLIFF ENTERPRISES
TX	AUBREY	4791	924 HIGHWAY 377 SOUTH	76227	940-440-0090	SONIC DRIVE-IN, AUBREY, TX, LLC/GARY JARRARD
TX	AUSTIN	1531	6208 CAMERON ROAD	78723	512-459-7740	DERREL D. RENFROW (DECSD)/KAY LEWIS/MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	1566	5105 EAST STASSNEY LANE	78744	512-441-7878	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	1570	9916 BRODIE LANE	78749	512-292-6860	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	1583	6816 MCNEIL ROAD	78729	512-219-1905	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	1586	12453 LAMPLIGHT VILLAGE AVE.	78758	512-339-7232	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	1587	9708 MENCHACA ROAD	78748	512-280-2628	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	3587	155 W. SLAUGHTER LANE	78748	512-280-2720	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	3697	7714 HIGHWAY 71 WEST	78735	512-301-7669	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	3874	1901 MONTOPOLIS	78741	512-385-1020	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	3966	1637 WELLS BRANCH PARKWAY	78728	512-990-0466	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	5736	1605 EAST PARMER LANE	78753	512-339-4057	MASON HARRISON RATLIFF ENTERPRISES
TX	AUSTIN	1500	2632 S. LAMAR	78704	512-441-4113	MASON HARRISON RATLIFF ENTERPRISES/DERREL D. RENFROW (DECSD)
TX	AUSTIN	3992	11881 JOLLYVILLE ROAD	78759	512-331-6800	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	AUSTIN	1560	7708 N. BURNET ROAD	78757	512-451-9266	MASON HARRISON RATLIFF ENTERPRISES/GRAHAM WYLLYS
TX	AUSTIN	1553	804 W. STASSNEY LANE	78745	512-444-9519	MASON HARRISON RATLIFF ENTERPRISES/KAY LEWIS
TX	AUSTIN	3588	1805 E. WILLIAM CANNON	78744	512-326-3822	MASON HARRISON RATLIFF ENTERPRISES/KAY LEWIS
TX	AZLE	1556	801 BOYD ROAD	76020	817-444-1603	D.L. ROGERS CORP.
TX	BALCH SPRINGS	1647	3628 SHEPHERD LANE	75180	972-286-4078	AJC ENTERPRISES, LLC
TX	BALCH SPRINGS	6187	4295 BELTLINE ROAD	75181	972-286-1013	ALIGO, LTD.
TX	BALLINGER	1714	2003 HUTCHINSON AVENUE	76821	325-365-2225	GENE CONGER/RUSSELL VERNER
TX	BANDERA	4094	1013 MAIN STREET	78003	830-796-4280	LET'S SHAKE, LLC
TX	BASTROP	1681	103 PERKINS STREET	78602	512-321-4455	D.L. ROGERS CORP.

State	City	Location	Address	Zip	Phone	Entity
TX	BAY CITY	1616	2601 AVENUE F	77414	979-245-6151	JOEL GARZA
TX	BAYTOWN	5626	7360 GARTH ROAD	77521	281-421-4763	SETEX PROPERTIES, L.L.C.
TX	BAYTOWN	4944	8841 HIGHWAY 146	77521	281-573-9966	STAR FOODS, INC
TX	BAYTOWN	1013	3916 GARTH ROAD	77521	281-428-2531	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	BEAUMONT	4206	1040 SOUTH 11TH ST	77701	409-838-9905	AFG SR 11ST STREET, LLC
TX	BEAUMONT	1017	8320 COLLEGE STREET	77707	409-866-1800	AFG SR COLLEGE STREET, LLC
TX	BEAUMONT	5070	2970 DOWLEN ROAD	77706	409-860-3930	AFG SR DOWLEN, LLC
TX	BEAUMONT	1634	425 N. 23RD STREET	77707	409-892-3066	GARY W. KINSLOW
TX	BEAUMONT	1609	3110 MARTIN LUTHER KING BLVD	77705	409-832-1079	JIM V. ROBERTSON/JOE MCKIBBIN, SR./TED V. ROBERTSON
TX	BEAUMONT	5739	5850 WALDEN ROAD	77707	409-842-2556	JOEL GARZA
TX	BEAUMONT	3830	7365 HIGHWAY 105	77713	409-896-2990	SETEX PROPERTIES, L.L.C.
TX	BEDFORD	1706	2000 NORTH CENTRAL DRIVE	76021	817-283-7479	AFG SR Bedford 51706, LLC
TX	BEDFORD	1696	1421 BROWN TRAIL	76022	817-282-5330	DAVID W CARTER/TONY BARRETT
TX	BEEVILLE	3854	2000 ST. MARYS	78102	361-358-7925	MARK CRULL
TX	BELLMEAD	3408	1515 N I35	76705	254-799-8811	JUDITH A BARNETT TRUST A
TX	BELLMEAD	1648	3618 BELLMEAD DRIVE	76705	254-799-6767	JUDITH A. BARNETT TRUST A
TX	BELLS	5768	1206 NORTH PECAN STREET	75414	903-965-5300	ENRICO RAMIREZ/RODNEY W. WARREN
TX	BELLVILLE	4922	716 FRONT STREET	77418	979-865-8303	D.L. ROGERS CORP.
TX	BELTON	1668	814 E. CENTRAL	76513	254-939-9006	GARY HENDRIX
TX	BELTON	6194	2803 OAKMARK DRIVE	76513	254-933-7878	JUDITH A. BARNETT TRUST A
TX	BENBROOK	1704	8930 HIGHWAY 377 S.	76126	817-249-1988	D.L. ROGERS CORP.
TX	BIG LAKE	6559	510 EAST SECOND	76932	325-884-1001	CHRIS WINTERS/DAN WINTERS/MIKE ABUSAAB
TX	BIG SPRING	1604	1200 S. GREGG	79720	432-263-6790	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
TX	BIG SPRING	4151	601 EAST MARCY FM 700	79720	432-268-1307	M & D INDUSTRIES CORP
TX	BLANCO	6178	1022 US HWY 281 SOUTH	78606	830-833-4600	MASON HARRISON RATLIFF ENTERPRISES
TX	BOERNE	3851	121 WEST BANDERA	78006	830-249-9666	LET'S SHAKE, LLC
TX	BONHAM	1630	1735 HIGHWAY 121 NORTH	75418	903-583-9910	GARY HENDRIX
TX	BORGER	4355	208 S CEDAR STREET	79007	806-273-7329	B & B CONSULTANTS, INC.
TX	BOWIE	1631	806 E. WISE	76230	940-872-5712	D.L. ROGERS CORP.
TX	BOYD	6389	206 EAST ROCK ISLAND AVENUE	76023	940-433-2674	ERVIN OPERATIONS, LLC
TX	BRADY	1638	1311 S. BRIDGE STREET	76825	325-597-1722	GARY W. KINSLOW/GEORGE T. HALL/JAVIER PANIAGUA
TX	BRAZORIA	1686	707 NORTH HIGHWAY 36	77422	979-798-6325	TATERTOTEXASMASTER, LLC.
TX	BRECKENRIDGE	1652	1850 WEST WALKER	76424	254-559-2662	GENE CONGER/RUSSELL VERNER
TX	BRENHAM	5719	2312 SOUTH DAY STREET	77833	979-836-4010	D.L. ROGERS CORP.
TX	BRIDGE CITY	1640	1265 TEXAS AVENUE	77611	409-735-3446	GARY W. KINSLOW
TX	BRIDGEPORT	1669	1304 CHICO HIGHWAY	76426	940-683-4830	D.L. ROGERS CORP.
TX	BROCK	6798	301 FM 1189	76087	(682) 258-0735	CLIFTON, LINCOLN

State	City	Location	Address	Zip	Phone	Entity
TX	Brookshire	6833	30575 Kingsland Boulevard, Suite 100	77423	281-574-3661	CLAY RESTAURANT, LLC
TX	BROWNFIELD	1619	507 LUBBOCK ROAD	79316	806-637-7703	SONIC OF BROWNFIELD, LTD./A. MACK HUMPHREY/JANICE WINTERS/RODNEY W. WARREN/RON CRABBE (DECSD)
TX	BROWNSBORO	6531	14584 HIGHWAY 31 EAST	75756	903-852-2390	MOHAMMAD ALAQRABAWY
TX	BROWNSVILLE	3931	1174 E. RUBEN TORRES	78521	956-504-4003	D.L. ROGERS CORP.
TX	BROWNWOOD	1601	211 W. COMMERCE	76801	325-646-6812	GARY W. KINSLOW/GEORGE T. HALL/LARRY KINSLOW
TX	BROWNWOOD	5510	1500 AUSTIN AVENUE	76801	325-643-5510	GARY W. KINSLOW/MATT W. KINSLOW
TX	BRYAN	1622	914 SOUTH TEXAS AVENUE	77803	979-779-1085	KENNETH W. WATFORD
TX	BRYAN	1707	2400 BRIARCREST DRIVE	77802	979-776-5728	KENNETH W. WATFORD
TX	BUDA	4568	15330 S. INTERSTATE HWY 35	78610	512-295-4464	MASON HARRISON RATLIFF ENTERPRISES
TX	BUDA	5992	3200B FM 967	78610	512-295-9525	MASON HARRISON RATLIFF ENTERPRISES
TX	BUFFALO	4563	2610 W COMMERCE	75831	903-322-1896	KENNETH W. WATFORD
TX	Bullard	6880	290 Doctor M Roper Parkway North	75757	903-894-1023	BEM, LC
TX	BULVERDE	4421	20555 HIGHWAY 46 WEST	78163	830-438-4417	MASON HARRISON RATLIFF ENTERPRISES
TX	BUNA	4308	34910 US HIGHWAY 96 SOUTH	77612	409-994-9441	GARY W. KINSLOW
TX	BURKBURNETT	1611	205 S. AVENUE D	76354	940-569-0453	BEM, LC
TX	BURLESON	5819	3313 SOUTH I-35 WEST	76009	817-783-6300	ALIGO, LTD.
TX	BURLESON	5765	5472 FM HIGHWAY 1187	76028	817-563-6768	JACK C. HARTNETT
TX	BURLESON	1624	109 ELK DRIVE	76028	817-349-7317	MASON HARRISON RATLIFF ENTERPRISES
TX	BURLESON	5194	441 E. RENFRO STREET	76028	817-426-0025	MASON HARRISON RATLIFF ENTERPRISES
TX	BURLESON	4454	725 NE ALSBURY BOULEVARD	76028	817-426-4880	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	BURNET	1684	904 BUCHANAN DRIVE	78611	512-756-8880	MASON HARRISON RATLIFF ENTERPRISES
TX	CALDWELL	1828	230 HIGHWAY 36 SOUTH	77836	979-567-7911	MICHAEL E. MERSIOSKY/ROBBIE MERSIOSKY
TX	CANTON	1849	1270 S TRADE DAYS BLVD	75103	903-567-4747	D.L. ROGERS CORP.
TX	CANUTILLO	1835	7069 SOUTH DESERT BOULEVARD	79835	915-877-2428	B & B CONSULTANTS, INC.
TX	CANYON	1728	1007 23RD STREET	79015	806-655-3661	B & B CONSULTANTS, INC.
TX	CANYON LAKE	6601	18350 FM 306	78133	830-935-2141	MASON HARRISON RATLIFF ENTERPRISES
TX	CARRIZO SPRINGS	5233	502 NORTH FIRST STREET	78834	830-876-3535	MASON HARRISON RATLIFF ENTERPRISES
TX	CARROLLTON	3461	1021 W FRANKFORD ROAD	75007	972-242-3104	AFG SR Carrollton 1-53461, LLC
TX	CARROLLTON	4243	1412 W HEBRON PARKWAY	75010	972-394-3466	AFG SR Carrollton 2-54243, LLC
TX	CARROLLTON	1863	2449 MIDWAY ROAD	75006	972-407-9962	ERVIN OPERATIONS, LLC/LESLIE YATES
TX	CARROLLTON	3486	2130 N JOSEY LANE	75006	972-466-1900	ERVIN OPERATIONS, LLC/LESLIE YATES

State	City	Location	Address	Zip	Phone	Entity
TX	CARTHAGE	1741	710 W. PANOLA	75633	903-693-5181	JERRY E. VANDEGRIFT/JOSEPH WESNER
TX	CASTLE HILL	5210	2209 NW MILITARY HWY	78213	210-541-0050	LET'S SHAKE, LLC
TX	CASTROVILLE	3515	955 HIGHWAY 90 EAST	78009	830-931-6363	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	CEDAR HILL	3253	381 N HWY 67	75104	972-291-7083	D.L. ROGERS CORP.
TX	CEDAR PARK	5057	1510 CYPRESS CREEK ROAD	78613	512-257-9827	MASON HARRISON RATLIFF ENTERPRISES
TX	CEDAR PARK	5897	2000 BAGDAD ROAD	78613	512-259-1634	MASON HARRISON RATLIFF ENTERPRISES
TX	CELINA	4895	1313 SOUTH PRESTON ROAD	75009	972-382-8460	SONIC DRIVE-IN, CELINA, TX, LLC/GARY JARRARD
TX	CENTER	1759	715 TENAHA	75935	936-598-9110	WINTCO INC.
TX	CHANDLER	3955	600 E HIGHWAY 31	75758	903-849-5499	BEM, LC./DOYLE G BARTON (DECSD)
TX	CHILDRESS	4700	2001 AVENUE F NW	79201	940-937-2446	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR.
TX	CHINA SPRING	6048	9919 CHINA SPRING ROAD	76708	254-836-0664	GARY HENDRIX
TX	CIBOLO	6211	749 FM 1103	78108	210-659-7748	MASON HARRISON RATLIFF ENTERPRISES
TX	CIBOLO	6562	2475 FM 1103	78108	210-659-9495	MASON HARRISON RATLIFF ENTERPRISES
TX	CINCO RANCH	5034	23802 WESTHEIMER PARKWAY	77494	281-392-1355	TXSDI 31, LLC
TX	CISCO	1822	2106 CONRAD HILTON DRIVE	76437	254-442-4677	GENE CONGER/RUSSELL VERNER
TX	CLARENDON	5581	812 WEST 2ND STREET	79226	806-874-0483	ENRICO RAMIREZ/RODNEY W. WARREN
TX	CLARKSVILLE	1769	1812 WEST MAIN	75426	903-427-5551	SDI CLARKSVILLE, TX, LLC
TX	CLEAR LAKE CITY	1122	2500 BAY AREA BOULEVARD	77058	281-286-9303	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	CLEBURNE	1719	604 N. MAIN STREET	76031	817-645-0061	GARY W. KINSLOW
TX	CLEBURNE	5799	1709 WEST HENDERSON	76033	817-641-8700	GARY W. KINSLOW
TX	CLEVELAND	1752	507 SOUTH WASHINGTON AVENUE	77327	281-592-7317	GUERNSEY HOLDINGS SDI TX LLC
TX	CLIFTON	3862	806 N AVENUE G	76634	254-675-8336	GARY W. KINSLOW
TX	CLUTE	1827	561 NORTH HIGHWAY 288	77531	979-265-0277	TATERTOTEXASMASTER, LLC.
TX	CLUTE	2331	850 DIXIE DRIVE	77531	979-297-5511	TATERTOTEXASMASTER, LLC.
TX	CLYDE	4424	1506 N ACCESS ROAD	79510	325-893-1659	DCW INVESTMENTS, L.L.C.
TX	COLEMAN	3483	2300 COMMERCIAL AVENUE	76834	325-625-1013	GARY W. KINSLOW
TX	COLLEGE STATION	1731	401 TEXAS AVENUE	77840	979-846-2359	KENNETH W. WATFORD
TX	COLLEGE STATION	1851	2900 TEXAS AVENUE SOUTH	77845	979-693-0087	KENNETH W. WATFORD
TX	COLLEGE STATION	3792	512 HARVEY ROAD	77840	979-680-8051	KENNETH W. WATFORD
TX	COLLEGE STATION	4557	12755 FM 2154	77845	979-694-5336	KENNETH W. WATFORD
TX	COLLEYVILLE	1809	4700 COLLEYVILLE BOULEVARD	76034	817-428-4004	ERVIN OPERATIONS, LLC/JARED ERVIN
TX	COLORADO CITY	1824	125 E. AND IH20	79512	325-728-3951	A. MACK HUMPHREY/CHRIS WINTERS/DAN WINTERS/JACK WINTERS
TX	COLUMBUS	1821	2526 HIGHWAY 71 S.	78934	979-732-3060	MICHAEL E. MERSIOSKY/ROBBIE G. MERSIOSKY

State	City	Location	Address	Zip	Phone	Entity
TX	COMANCHE	1808	1202 E. CENTRAL	76442	325-356-5080	D.L. ROGERS CORP.
TX	COMMERCE	1722	1617 HIGHWAY 50	75428	903-886-7166	WINTCO INC.
TX	CONROE	1796	808 WEST LOOP 336	77303	936-756-1433	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	CONROE	3905	309 NORTH FRAZIER	77301	936-788-2215	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	CONROE	4668	11010 HIGHWAY 105 EAST	77301	936-494-3401	BRIGHT, ROBERT C., TRUSTEE (TRUST B)/JUDITH A. BARNETT TRUST A
TX	CONVERSE	3381	8134 KITTYHAWK ROAD	78109	210-566-0773	ALVAREZ 5A INVESTMENT GROUP, LLC
TX	CONVERSE	1839	9080 FM 78	78109	210-658-5501	LET'S SHAKE, LLC
TX	COPPELL	1870	201 NORTH DENTON TAP ROAD	75019	972-304-0180	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	COPPERAS COVE	1865	830 HIGHWAY 190 E.	76522	254-547-7047	GARY HENDRIX
TX	CORPUS CHRISTI	1735	3500 AYERS STREET	78415	361-882-0562	D.L. ROGERS CORP.
TX	CORPUS CHRISTI	1776	11121 LEOPARD STREET	78410	361-242-9908	D.L. ROGERS CORP.
TX	CORPUS CHRISTI	3711	4801 S. STAPLES	78411	361-994-9704	D.L. ROGERS CORP.
TX	CORPUS CHRISTI	4025	6557 S STAPLES	78413	361-991-9790	D.L. ROGERS CORP.
TX	CORPUS CHRISTI	4511	6417 WEBER ROAD	78415	361-855-8086	D.L. ROGERS CORP.
TX	CORPUS CHRISTI	4659	13913 NW BLVD	78410	361-767-1216	D.L. ROGERS CORP.
TX	CORPUS CHRISTI	5707	6414 SARATOGA	78414	361-993-4900	D.L. ROGERS CORP.
TX	Corpus Christi	6912	14018 South Padre Island Drive	78418	361-949-7886	D.L. ROGERS CORP.
TX	CORRIGAN	5063	704 S HOME STREET	75939	936-398-0800	MASON HARRISON RATLIFF ENTERPRISES
TX	CORSICANA	1829	1700 WEST 7TH AVENUE	75110	903-874-3311	D.L. ROGERS CORP.
TX	CORSICANA	4309	2931 S HIGHWAY 287	75109	903-875-0006	D.L. ROGERS CORP.
TX	COTULLA	6413	619 NORTH INTERSTATE 35	78014	830-879-4410	MASON HARRISON RATLIFF ENTERPRISES/JUDITH A. BARNETT TRUST A
TX	CRANDALL	5245	101 N. FM 148	75114	972-472-9700	MOHAMMAD ALAQRABAWY/MCKEE D. YANT II
TX	CRANE	5983	915 GASTON STREET	79731	432-558-7373	MIKE ABUSAAB/SOHAIR MAKKE
TX	CRESSON	5605	9400 EAST HIGHWAY 377	76035	817-396-4226	GARY W. KINSLOW/MATT W. KINSLOW
TX	CROCKETT	1749	1200 EAST LOOP 304	75835	936-241-3424	D.L. ROGERS CORP.
TX	CROSBY	1831	14502 FM 2100	77532	281-328-5571	GUERNSEY HOLDINGS SDI TX LLC
TX	CROSSROADS	4862	11601 S. HIGHWAY 380	76227	940-365-5824	SONIC DRIVE-IN, CROSSROADS, TX, LLC/GARY JARRARD
TX	CROWLEY	1035	105 NORTH CROWLEY ROAD	76036	817-297-9951	MASON HARRISON RATLIFF ENTERPRISES/KEITH MOORE
TX	CUERO	1756	1110 NORTH ESPLANADE	77954	361-275-9622	DAVID ELLIOTT
TX	CYPRESS	1864	13630 CYPRESS NORTH HOUSTON RD	77429	281-890-7017	GUERNSEY HOLDINGS SDI TX LLC
TX	CYPRESS	6606	8915 FRY ROAD	77433	281-213-0746	JOEL GARZA
TX	CYPRESS	4783	26044 NW FREEWAY (HWY 290)	77429	281-256-1182	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	CYPRESS	5603	12381 BARKER CYPRESS RD	77429	281-256-6274	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	CYPRESS	5761	9020 BARKER CYPRESS	77095	281-463-1623	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	CYPRESS	3572	13070 LOUETTA RD	77429	281-655-8811	TXSDI 31, LLC
TX	DAINGERFIELD	1908	1204 LINDA DRIVE	75638	903-645-5256	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
TX	DALHART	1940	401 HIGHWAY 87 SOUTH	79022	806-249-8488	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR.
TX	DALLAS	1902	8126 LAKE JUNE ROAD	75217	214-391-9109	AFG SR LAKE JUNE, LLC
TX	DALLAS	1897	4801 ROSS AVENUE	75204	469-778-2433	AJC ENTERPRISES, LLC/BILLY J. MAYS/MAYS SDI OF DALLAS, TEXAS, INC./THELMA BARTON
TX	DALLAS	4797	1739 S. ST. AUGUSTINE DRIVE	75217	972-913-1493	ALIGO, LTD.
TX	DALLAS	5326	8602 SOUTH POLK STREET	75232	972-228-0600	ALIGO, LTD.
TX	DALLAS	5537	1920 S. BELTLINE ROAD	75253	972-286-7840	ALIGO, LTD.
TX	DALLAS	6663	4880 MOUNTAIN CREEK PKWY	75236	972-709-7531	ALIGO, LTD.
TX	DALLAS	3205	2960 W. WHEATLAND ROAD	75115	972-709-4677	CONCORD RESTAURANTS, INC.
TX	DALLAS	3562	2945 BUCKNER BLVD	75228	214-320-0132	CONCORD RESTAURANTS, INC.
TX	DALLAS	3627	3555 FOREST LANE	75234	972-919-4677	CONCORD RESTAURANTS, INC.
TX	DALLAS	4259	9613 CLARK ROAD	75249	972-296-1844	CONCORD RESTAURANTS, INC.
TX	DALLAS	3207	8620 SPRING VALLEY ROAD	75240	972-644-4165	CTC SPRING VALLEY LLC
TX	DALLAS	1058	2412 S. ZANGS	75224	214-946-2977	D.L. ROGERS CORP.
TX	DALLAS	6481	1005 SOUTH RIVERFRONT	75207	214-421-0071	MOHAMMAD ALAQRABAWY/MCKEE D. YANT II
TX	DALLAS	5399	8602 S. LANCASTER ROAD	75241	469-567-2222	THE JD FRANKS GROUP, LP
TX	DALLAS	5685	3710 WEST ILLINOIS AVENUE	75211	214-339-3232	THE JD FRANKS GROUP, LP
TX	DALLAS	5792	1714 N. COCKRELL HILL ROAD	75211	214-920-9001	THE JD FRANKS GROUP, LP
TX	DAYTON	1054	207 W. HIGHWAY 90	77535	936-258-8001	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	DE KALB	4286	500 NE FRONT STREET	75559	903-667-9930	SDI DEKALB, TX, LLC
TX	DE SOTO	1889	1484 NORTH HAMPTON	75115	972-228-5962	AFG SR DESOTO, LLC
TX	DE SOTO	4630	1316 WEST BELT LINE ROAD	75115	972-274-4627	CONCORD RESTAURANTS, INC.
TX	DECATUR	3547	1205 FM 51 SOUTH	76234	940-627-7010	D.L. ROGERS CORP.
TX	DEER PARK	1053	3506 CENTER STREET	77536	281-479-1761	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	DEL RIO	1931	1109 AVENUE F	78840	830-774-1261	DAN WINTERS/JACK WINTERS/MARVIN D. JIROUS 2013 TRUST
TX	DEL RIO	5227	1510 EAST GIBBS	78840	830-775-3737	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
TX	DEL VALLE	6664	5110 ROSS ROAD	78617	512-247-9473	MASON HARRISON RATLIFF ENTERPRISES
TX	DENISON	1927	2405 S AUSTIN	75020	903-465-2562	D.L. ROGERS CORP.
TX	DENISON	3280	3325 FM 120 WEST	75020	903-465-5720	D.L. ROGERS CORP.
TX	DENTON	4553	2131 EAST UNIVERSITY DRIVE	76209	940-566-4745	MASON HARRISON RATLIFF ENTERPRISES
TX	DENTON	1878	1815 W. UNIVERSITY DRIVE	76201	940-387-5431	MASON HARRISON RATLIFF ENTERPRISES/DERREL D. RENFROW (DECSD)
TX	DENTON	1932	109 N. LOOP #288	76209	940-484-2904	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	DENTON	1933	930 FORT WORTH DRIVE	76205	940-565-6548	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD

State	City	Location	Address	Zip	Phone	Entity
TX	DENTON	3788	2219 COLORADO BLVD	76205	940-380-1661	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	DENTON	5248	2910 STATE SCHOOL ROAD	76210	940-565-1700	SONIC DRIVE-IN, DENTON, TX, STATE SCHOOL
TX	DENVER CITY	1928	700 E. BROADWAY	79323	806-592-3533	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
TX	DEVINE	5251	697 EAST HONDO AVE	78016	830-663-3730	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	DIBOLL	1919	512 N. TEMPLE	75941	936-829-3162	SOAR RESTAURANTS II, LLC
TX	DICKINSON	4941	169 FM 517 ROAD WEST	77539	281-614-0886	DICKINSON SDI, LLC
TX	DICKINSON	1916	4401 HIGHWAY 3	77539	281-534-4429	TATERTOTEXASMASTER, LLC.
TX	DIMMITT	4221	501 N BROADWAY STREET	79027	806-647-9296	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR.
TX	DRIPPING SPRINGS	3533	400 EAST HIGHWAY 290	78620	512-858-4637	MASON HARRISON RATLIFF ENTERPRISES
TX	DUBLIN	4477	941 N PATRICK	76446	254-445-4447	GARY W. KINSLOW
TX	DUMAS	1929	405 S. DUMAS AVENUE	79029	806-935-2918	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR.
TX	DUNCANVILLE	1891	507 S. MAIN	75116	972-298-3156	THE JD FRANKS GROUP, LP
TX	EAGLE PASS	1956	2447 E. MAIN	78852	830-773-3946	D.L. ROGERS CORP.
TX	EARLY	5713	974 EARLY BOULEVARD	76802	325-643-3434	GARY W. KINSLOW
TX	EAST BERNARD	5767	373 SOUTH DILL STREET	77435	254-262-4039	JOEL GARZA
TX	EASTLAND	1978	1475 MAIN STREET	76448	254-629-1492	GENE CONGER/RUSSELL VERNER
TX	EDGEWOOD	6689	302 EAST PINE STREET	75117	903-896-7788	BEM, LC
TX	EDINBURG	4149	2222 W UNIVERSITY DRIVE	78539	956-287-7879	D.L. ROGERS CORP.
TX	EDNA	1983	920 W. MAIN STREET	77957	361-782-7422	MARK CRULL
TX	EL CAMPO	1957	1408 N. MECHANIC	77437	979-543-9001	MICHAEL E. MERSIOSKY/ROBBIE MERSIOSKY
TX	EL PASO	1974	5328 DONIPHAN DRIVE	79932	915-581-1246	B & B CONSULTANTS, INC.
TX	EL PASO	1986	10655 VISTA DEL SOL	79935	915-594-0295	B & B CONSULTANTS, INC.
TX	EL PASO	1988	3925 DYER STREET	79930	915-565-0725	B & B CONSULTANTS, INC.
TX	EL PASO	1990	9505 SOCORRO AVENUE	79927	915-858-0890	B & B CONSULTANTS, INC.
TX	EL PASO	1995	2270 TRAWOOD	79935	915-592-1777	B & B CONSULTANTS, INC.
TX	EL PASO	1999	4800 HONDO PASS DRIVE	79904	915-755-5500	B & B CONSULTANTS, INC.
TX	EL PASO	3256	1865 N ZARAGOSA ROAD	79936	915-856-1266	B & B CONSULTANTS, INC.
TX	EL PASO	4216	1336 N. ZARAGOSA ROAD	79936	915-855-0149	B & B CONSULTANTS, INC.
TX	EL PASO	4658	5930 CROMO DRIVE	79912	915-585-6942	B & B CONSULTANTS, INC.
TX	EL PASO	4803	6610 MONTANA AVENUE	79925	915-779-1000	B & B CONSULTANTS, INC.
TX	EL PASO	5263	989 NORTH RESLER ROAD	79912	915-760-6866	B & B CONSULTANTS, INC.
TX	EL PASO	6069	12400 EDGEMERE BOULEVARD	79938	915-857-7036	B & B CONSULTANTS, INC.
TX	EL PASO	6600	7391 ALAMEDA AVENUE	79915	915-881-1170	B & B CONSULTANTS, INC.
TX	EL PASO	6672	13004 EASTLAKE BOULEVARD	79928	915-852-1598	B & B CONSULTANTS, INC.
TX	EL PASO	6732	14510 PEBBLE HILLS BOULEVARD	79938	915-857-5679	B & B CONSULTANTS, INC.
TX	ELECTRA	4411	1298 N. BAILEY	76360	940-495-2299	BEM, LC

State	City	Location	Address	Zip	Phone	Entity
TX	ELGIN	1984	1134 HIGHWAY 290	78621	512-285-5521	MASON HARRISON RATLIFF ENTERPRISES/SONIC PROPERTIES OF AUSTIN, L.L.P.
TX	Elsa	6900	403 South Broadway Street	78538	956-255-4193	TREVINO, ALFREDO
TX	EMORY	4218	211 EAST LENNON DRIVE	75440	903-474-9461	MARK HOMER/EDDIE CLEMENT
TX	ENCINAL	6750	23138 I-35 FRONTAGE RD	78019	956-948-5307	SAKK VENTURES,LLC
TX	ENNIS	1947	401 EAST ENNIS AVENUE	75119	972-875-0049	GERALD MATTHEW GULLETT, EXECUTOR/LARRY EAGLEBERGER
TX	EULESS	6745	3050 Highway 360	76039	817-786-7300	ALIGO, LTD.
TX	EULESS	1955	301 N. MAIN	76039	817-283-7131	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	EUSTACE	6435	301 HIGHWAY 175 WEST	75124	903-425-2256	MOHAMMAD ALAQRABAWY/MCKEE D. YANT II
TX	FAIRFIELD	4671	614 WEST HIGHWAY 84	75840	903-389-7766	JACK C. HARTNETT
TX	FARMERS BRANCH	2026	14320 JOSEY LANE	75234	972-243-8555	MOHAMMAD AGHA
TX	FARMERSVILLE	4538	826 WEST HIGHWAY 380	75442	972-782-7738	SONIC DRIVE-IN, FARMERSVILLE, TX, LLC/GARY JARRARD
TX	FLATONIA	6740	1410 FM 609	78941	361-865-1000	MAKHANI FRANCHISING, LLC
TX	FLINT	5050	20095 HIGHWAY 155 SOUTH	75762	903-825-2759	D.L. ROGERS CORP.
TX	FLORESVILLE	2059	1108 TENTH STREET	78114	830-393-0070	HENRY SANCHEZ, JR.
TX	FLOWER MOUND	3462	2925 CROSSTIMBERS	75022	972-355-9122	AFG SR Flower Mound 1-53462, LLC
TX	FLOWER MOUND	3754	2541 FLOWER MOUND ROAD	75028	972-355-1110	AFG SR Flower Mound 2-53754
TX	FLOWER MOUND	3967	6210 MORRISS ROAD	75028	972-691-1222	AFG SR Flower Mound 3-53967, LLC
TX	FOREST HILL	3928	6555 PARK OAKS	76140	817-293-3303	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	FORNEY	5357	503 NORTH HIGHWAY 548	75126	972-552-3390	JACK C. HARTNETT
TX	FORT STOCKTON	2020	1701 W. DICKINSON	79735	432-336-5632	TRAVIS LEWIS
TX	FORT WORTH	5654	10169 FIRST CHAPEL DRIVE	76108	817-244-1634	CHITSAZAN, JAMSHID J.C.
TX	FORT WORTH	3458	2660 N MAIN	76164	817-625-6936	CONCORD RESTAURANTS, INC.
TX	FORT WORTH	4900	108 NORTH NICHOLS STREET	76102	817-509-0398	CONCORD RESTAURANTS, INC.
TX	FORT WORTH	2013	8625 CAMP BOWIE WEST	76116	817-244-2972	D.L. ROGERS CORP.
TX	FORT WORTH	1071	301 UNIVERSITY DRIVE	76107	817-332-2941	ENCORE RESTAURANTS, INC.
TX	FORT WORTH	6768	5340 MCPHERSON BOULEVARD	76123	682-224-6043	HOUSSAM ISKANDARANI
TX	FORT WORTH	5453	117 SYCAMORE SCHOOL ROAD	76134	817-568-9618	MASON HARRISON RATLIFF ENTERPRISES
TX	FORT WORTH	2061	2000 ALTA MESA BOULEVARD	76134	817-293-8098	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	FORT WORTH	3509	1800 WEST BERRY STREET	76110	817-920-9767	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	FORT WORTH	3875	5851 OVERTON RIDGE BLVD.	76132	817-361-8300	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	FORT WORTH	4139	5009 TRAIL LAKE DRIVE	76133	817-294-0937	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	FORT WORTH	4235	6217 CAMP BOWIE BLVD	76116	817-377-1280	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	FORT WORTH	5369	3701 SYCAMORE SCHOOL ROAD	76133	817-346-4600	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD

State	City	Location	Address	Zip	Phone	Entity
TX	Fort Worth	6747	6800 JOHN T WHITE ROAD	76120	817-457-3176	MOHAMMAD ALAQRABAWY
TX	FREDERICKSBURG	2025	1106 E. MAIN STREET	78624	830-997-7303	D.L. ROGERS CORP.
TX	FREEPORT	2049	1605 BRAZOSPORT BOULEVARD	77541	979-233-3183	TATERTOTEXASMASTER, LLC.
TX	FRESNO	6736	2723 FM 521 RD	77545	281-710-4773	RIYAZALI MOMIN
TX	FRIENDSWOOD	3915	3221 FM 528	77546	281-316-6019	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	FRIENDSWOOD	2032	806 S. FRIENDSWOOD DRIVE	77546	281-482-0030	TATERTOTEXASMASTER, LLC.
TX	FRISCO	4843	315 MAIN STREET	75036	972-377-9795	AFG SR Frisco 1-54843, LLC
TX	FRISCO	5483	5353 LEBANON ROAD	75034	469-362-2980	AFG SR Frisco 2-55483, LLC
TX	FRISCO	5501	9265 WARREN PARKWAY	75035	214-872-3344	AFG SR Frisco 3-55501, LLC
TX	FRISCO	4296	2601 PRESTON ROAD #2048	75034	469-633-0057	MOHAMMAD ALAQRABAWY/MCKEE D. YANT II
TX	FRISCO	6782	16061 COIT ROAD	75035	469-219-2300	PROSPER INDEPENDENT SCHOOL DISTRICT
TX	FULSHEAR	6632	5220 FM 1463	77441	346-280-0577	JOEL GARZA
TX	GAINESVILLE	2071	1307 N. GRAND AVENUE	76240	940-665-0121	D.L. ROGERS CORP.
TX	GAINESVILLE	4469	301 WEST CALIFORNIA	76240	940-612-2698	D.L. ROGERS CORP.
TX	GALVESTON	2114	5127 BROADWAY STREET	77551	409-762-6223	TATERTOTEXASMASTER, LLC.
TX	GALVESTON	4239	6502 SEAWALL BOULEVARD	77551	409-740-9009	TATERTOTEXASMASTER, LLC.
TX	GARLAND	6731	801 EAST INTERSTATE 30	75043	(469) 782-0190	ALIGO, LTD.
TX	GARLAND	5614	625 TOWN SQUARE BOULEVARD	75040	972-495-3205	MOHAMMAD AGHA
TX	GARLAND	4723	5020 N GARLAND AVE	75040	972-495-1243	NAF NORTH GARLAND LLC
TX	GARLAND	2084	3327 BROADWAY BOULEVARD	75043	972-271-5462	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	GATESVILLE	2107	1910 MAIN STREET	76528	254-865-7333	BRIGHT, ROBERT C., TRUSTEE (TRUST B)
TX	GEORGE WEST	5613	805 NORTH NUECES	78022	361-449-2614	HENRY SANCHEZ, JR.
TX	GEORGETOWN	2076	406 N. AUSTIN AVENUE	78626	512-863-6355	MICHAEL E. MERSIOSKY/ROBBIE MERSIOSKY
TX	GEORGETOWN	3952	3207 WILLIAMS DRIVE	78628	512-864-7773	MICHAEL E. MERSIOSKY/ROBBIE MERSIOSKY/MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/JERRY CONWAY/DENISE CONWAY
TX	GIDDINGS	2112	1254 E. AUSTIN	78942	979-542-1073	D.L. ROGERS CORP.
TX	GILMER	2098	909 N. WOOD	75644	903-843-3936	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	GLADEWATER	2097	1103 E BROADWAY	75647	903-845-2559	LARRY BEWLEY
TX	GLEN ROSE	4976	1610 N.E. BIG BEND TRAIL	76043	254-898-1479	GARY W. KINSLOW
TX	GLENN HEIGHTS	4968	201 E. OVILLA ROAD	75154	972-576-3500	AFG SR GLENN HEIGHTS, LLC
TX	GLENN HEIGHTS	6588	1701 SOUTH BECKLEY ROAD	75154	972-223-2523	ALIGO, LTD.
TX	GODLEY	6724	8851 NORTH TEXAS HIGHWAY 171	76044	817-389-2221	HOUSSAM ISKANDARANI
TX	GONZALES	2104	1803 N. ST. JOSEPH	78629	830-672-7090	BRIGHT, ROBERT C., TRUSTEE (TRUST B)

State	City	Location	Address	Zip	Phone	Entity
TX	GRAHAM	2083	1217 HIGHWAY 16 SOUTH	76450	940-549-4000	CHRIS WINTERS/DAN WINTERS/RON CRABBE (DECSD)
TX	GRANBURY	1082	1155 HIGHWAY 377 EAST	76048	817-573-4401	AFG SR Granbury 51082, LLC
TX	GRAND PRAIRIE	3655	210 WEST PIONEER	75051	972-262-8684	AFG SR CARRIER, LLC
TX	GRAND PRAIRIE	4240	4050 S GREAT SW PARKWAY	75052	972-623-0100	AFG SR GRAND PRAIRIE, LLC
TX	GRAND PRAIRIE	2088	402 W. MAIN	75050	972-262-9374	D.L. ROGERS CORP.
TX	GRAND PRAIRIE	3832	3738 S. CARRIER PARKWAY	75052	972-266-9914	ERVIN OPERATIONS, LLC
TX	GRAND PRAIRIE	6614	2864 W. CAMP WISDOM ROAD	75052	214-677-0839	ERVIN OPERATIONS, LLC/THE JD FRANKS GROUP, LP
TX	GRAND SALINE	3415	1021 WEST FRANK	75140	903-962-7949	BEM, LC./DOYLE G BARTON (DECSD)
TX	GRAPEVINE	3825	2240 HALL - JOHNSON ROAD	76051	817-442-1464	AFG SR Grapevine 53825, LLC
TX	GRAPEVINE	6296	3000 GRAPEVINE MILLS PKWY #FC7	76051	972-539-9653	ENCORE RESTAURANTS, INC.
TX	GRAPEVINE	2081	201 WEST NW HIGHWAY	76051	817-481-2711	RICHARD ERVIN/S. KEVIN SCULLIN/VERNICE WARDEN
TX	GREENVILLE	2069	6219 WESLEY STREET	75402	903-455-2109	MASON HARRISON RATLIFF ENTERPRISES/JAMES H. PHILLIPS/JAMES L. BARRETT/VERNICE WARDEN
TX	GROESBECK	2131	303 N. ELLIS	76642	254-729-8989	GARY W. KINSLOW
TX	GUN BARREL	2120	330 N. GUN BARREL LANE	75156	903-340-8565	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	GUNTER	5184	925 N. 8TH STREET	75058	903-696-1001	SONIC DRIVE-IN, GUNTER, TX, LLC/GARY JARRARD
TX	HALLSVILLE	4229	306 W MAIN	75650	903-668-2220	BEM, LC./DOYLE G BARTON (DECSD)
TX	HALTOM CITY	3463	6280 NORTH BEACH STREET	76137	817-281-7198	AFG SR Haltom City 53463, LLC
TX	HALTOM CITY	2152	3424 DENTON HIGHWAY	76117	817-834-9469	D.L. ROGERS CORP.
TX	HAMILTON	3773	701 E MAIN STREET	76531	254-434-2871	GARY W. KINSLOW
TX	HAMSHIRE	6682	24790 I-10 EAST	77622	409-243-2110	AFG SRG, LLC
TX	HARKER HEIGHTS	4092	704 INDIAN TRAIL	76548	254-698-5445	GARY HENDRIX
TX	HARLINGEN	2139	509 ED CAREY DRIVE	78550	956-423-5283	MASON HARRISON RATLIFF ENTERPRISES
TX	HARLINGEN	2205	1302 MORGAN BOULEVARD	78550	956-428-5598	MASON HARRISON RATLIFF ENTERPRISES
TX	HASKELL	2215	1402 N. E AVENUE	79521	940-355-0020	BEM, LC
TX	HASLET	4812	13250 HIGHWAY 287 & 81	76052	817-439-5555	HADY AGHILI/MASON SAHIHI
TX	HAWKINS	4730	317 N BEAULAH STREET	75765	903-769-2865	MARK HOMER/EDDIE CLEMENT
TX	HEARNE	2201	207 N. MARKET STREET	77859	979-312-2160	MICHAEL E. MERSIOSKY/ROBBIE MERSIOSKY
TX	HELOTES	4451	12405 BANDERA ROAD	78023	210-695-1935	LET'S SHAKE, LLC
TX	HEMPSTEAD	2187	2045 FM 1488	77445	979-826-6336	KENNETH W. WATFORD
TX	HENDERSON	2149	500 HIGHWAY 79 N.	75652	903-657-3840	THOMAS A. CURTIS
TX	HENDERSON	5643	2128 US HIGHWAY 79	75654	903-657-4358	THOMAS A. CURTIS
TX	HENRIETTA	3464	402 E. OMEGA	76365	940-538-5545	BEM, LC
TX	HEREFORD	2150	305 NORTH 25 MILE AVENUE	79045	806-364-6881	B & B CONSULTANTS, INC.
TX	HICKORY CREEK	4790	4150 TEASLEY LANE	75065	940-498-0140	AFG SR Hickory Creek 54790, LLC
TX	HICO	6430	205 WEST SECOND STREET	76457	254-796-2258	GARY W. KINSLOW/MATT W. KINSLOW/BROOKE E. CASE

State	City	Location	Address	Zip	Phone	Entity
TX	HIGHLANDS	1107	223 MAIN STREET	77562	281-426-3700	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HILLSBORO	2163	1322 CORSICANA HIGHWAY	76645	254-582-9973	GARY W. KINSLOW
TX	HOCKLEY	5146	32202 HEMPSTEAD HIGHWAY BLDG B	77447	281-256-8801	STAR FOODS, INC
TX	HONDO	2200	705 19TH STREET	78861	830-426-4635	TRAVIS LEWIS
TX	HOOKS	5688	500A MAIN STREET	75561	903-547-1520	SDI HOOKS, TX, LLC
TX	HOUSTON	4396	19625 TOMBALL PKWY	77070	281-469-4681	BARNETT RESTAURANTS, LLC/SRI OPERATING COMPANY
TX	Houston	6869	5314 W Bellfort Ave	77035	713-721-7861	Bellfort Fast Food, LLC
TX	HOUSTON	2227	12620 JONES ROAD	77070	281-469-1221	GUERNSEY HOLDINGS SDI TX LLC
TX	HOUSTON	4295	710 FM 1960 EAST	77073	281-443-7203	GUERNSEY HOLDINGS SDI TX LLC
TX	HOUSTON	6139	11390 MONROE ROAD	77075	713-987-9319	JOEL GARZA
TX	HOUSTON	6298	4020 S. SAM HOUSTON PKWY EAST	77047	713-734-5555	JOEL GARZA
TX	HOUSTON	6360	2720 WASHINGTON AVE	77007	713-861-6299	JOEL GARZA
TX	HOUSTON	6764	14106 WEST LAKE HOUSTON PARKWAY	77044	(000) 000-0000	JOEL GARZA
TX	HOUSTON	4402	5195 W 34TH ST	77092	713-683-8178	KAMALPREET SINGH
TX	HOUSTON	6561	14650 CROSBY FREEWAY, STE A	77049	832-781-8270	RIYAZALI MOMIN
TX	HOUSTON	5497	1201 W. SAM HOUSTON PARKWAY NO	77043	713-468-6007	STAR FOODS, INC
TX	HOUSTON	5690	2010 ALDINE BENDER ROAD	77039	281-227-3266	STAR FOODS, INC
TX	HOUSTON	5895	13280 ALMEDA ROAD	77045	713-434-5482	STAR FOODS, INC
TX	HOUSTON	6382	13535 POST OAK ROAD	77045	832-804-7829	STAR FOODS, INC
TX	HOUSTON	3560	3711 LITTLE YORK RD	77093	281-449-3335	TATERTOTEXAS LLC/KAMALPREET SINGH
TX	HOUSTON	1123	11110 SCARSDALE BLVD.	77089	281-484-2234	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	3460	3000 N DURHAM DRIVE	77018	713-868-9400	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	3559	4355 E SAM HOUSTON PARKWAY N	77015	713-330-7100	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	4394	8504 MAIN STREET	77025	713-668-0287	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	4741	7470 BELLFORT STREET	77061	713-645-3015	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	5046	1208 FEDERAL ROAD	77015	713-330-4871	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	5268	12710 TOMBALL PKWY	77086	281-272-0643	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	5506	11350 SPACE CENTER BLVD	77059	281-998-9733	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	5507	3626 OLD SPANISH TRAIL	77021	713-747-0324	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	5702	9931 ALMEDA-GENOA RD	77075	713-941-7274	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	HOUSTON	1109	15917-C S POST OAK	77053	281-438-1215	TXSDI 31, LLC
TX	HOUSTON	1119	7650 HIGHWAY 6 N.	77095	281-859-4471	TXSDI 31, LLC
TX	HOUSTON	1124	9703 JONES ROAD	77065	281-890-2100	TXSDI 31, LLC
TX	HOUSTON	1125	13028 VETERANS MEMORIAL HWY	77014	281-537-2500	TXSDI 31, LLC

State	City	Location	Address	Zip	Phone	Entity
TX	HOUSTON	1127	1100 BLALOCK	77055	713-467-6699	TXSDI 31, LLC
TX	HOUSTON	3359	1437 FM 1960 ROAD WEST	77090	281-440-0590	TXSDI 31, LLC
TX	HOUSTON	3561	9403 NORTH FREEWAY	77038	281-260-9333	TXSDI 31, LLC
TX	HOUSTON	3668	12419 KUYKENDAHL RD	77014	281-874-0599	TXSDI 31, LLC
TX	HOUSTON	3675	13310 WEST LITTLE YORK	77041	713-466-8500	TXSDI 31, LLC
TX	HOUSTON	3786	5902 HILLCROFT ST	77036	713-953-1311	TXSDI 31, LLC
TX	HOUSTON	3941	9221 WEST ROAD	77064	281-477-8338	TXSDI 31, LLC
TX	HOUSTON	4152	1101 DAIRY ASHFORD STREET	77079	281-759-7200	TXSDI 31, LLC
TX	HOUSTON	4369	8404 WESTHEIMER ROAD	77063	713-278-2569	TXSDI 31, LLC
TX	HOUSTON	4569	11902 BISSONNET STREET	77099	832-328-3738	TXSDI 31, LLC
TX	HOUSTON	5858	2812 ELDRIDGE PKWY	77082	281-759-5809	TXSDI 31, LLC
TX	HOWE	5283	105 N. COLLINS FREEWAY	75459	903-532-6501	ENRICO RAMIREZ/RODNEY W. WARREN
TX	HUBBARD	6695	101 NORTHEAST 4TH STREET	76648	254-576-1881	DRIVE-IN 6695, LLC
TX	HUFFMAN	5205	11109 FM 1960 EAST	77336	281-324-3399	STAR FOODS, INC
TX	HUGHES SPRINGS	4834	1006 E. FIRST STREET	75656	903-639-1551	THOMAS A. CURTIS
TX	HUMBLE	1103	1524 FIRST STREET	77338	281-446-1350	BARNETT RESTAURANTS, LLC/SRI OPERATING COMPANY
TX	HUMBLE	5012	3806 ATASCOCITA ROAD	77396	281-312-5012	BARNETT RESTAURANTS, LLC/SRI OPERATING COMPANY
TX	HUMBLE	5265	4810 WILSON ROAD	77396	281-441-1255	BARNETT RESTAURANTS, LLC/SRI OPERATING COMPANY
TX	HUMBLE	3927	7820 FM 1960 BYPASS W	77338	281-964-1252	GUERNSEY HOLDINGS SDI TX LLC
TX	HUMBLE	4441	7102 WILL CLAYTON PARKWAY	77338	281-973-2441	JOEL GARZA
TX	HUNTINGTON	5297	407 HIGHWAY 69 NORTH	75949	936-876-2849	GARY W. KINSLOW
TX	HUNTSVILLE	2140	2518 SAM HOUSTON	77340	936-295-8109	D.L. ROGERS CORP.
TX	HUNTSVILLE	4648	2705 11TH STREET	77340	936-295-5087	D.L. ROGERS CORP.
TX	HURST	5622	1451 W. HURST BOULEVARD	76053	817-284-8331	SDI 5622 HURST TEXAS, LLC
TX	HUTTO	4778	712 HIGHWAY 79 WEST	78634	512-846-2492	MASON HARRISON RATLIFF ENTERPRISES
TX	IDALOU	5812	306 WEST FIRST STREET	79329	806-892-2884	RODNEY W. WARREN
TX	INGLESIDE	5106	2250 STATE HIGHWAY 361	78362	361-775-2200	D.L. ROGERS CORP.
TX	IOWA PARK	2241	719 W. HIGHWAY	76367	940-592-2087	BEM, LC
TX	IRVING	2246	1445 N. BELTLINE ROAD	75061	972-790-2551	AFG SR BELTLINE, LLC
TX	IRVING	2245	1425 N. LOOP 12	75061	972-438-5720	AFG SR LOOP 12, LLC
TX	IRVING	2238	1310 W. PIONEER	75061	972-259-8808	AFG SR PIONEER, LLC
TX	IRVING	2240	2327 W. SHADY GROVE	75060	972-986-5828	AFG SR SHADY GROVE, LLC
TX	ITALY	5631	1020 DALE EVANS DRIVE	76651	469-257-2003	ALIGO, LTD.
TX	ITASCA	6637	1204 EAST MAIN STREET	76055	254-687-9256	HOUSSAM ISKANDARANI
TX	JACKSBORO	2265	707 N. MAIN STREET	76458	940-567-3631	D.L. ROGERS CORP.

State	City	Location	Address	Zip	Phone	Entity
TX	JACKSONVILLE	2247	1105 S. JACKSON STREET	75766	903-586-3131	JANICE WINTERS/MARVIN D. JIROUS 2013 TRUST
TX	JASPER	2262	850 SOUTH WHEELER	75951	409-384-9944	SOAR RESTAURANTS II, LLC
TX	JOSHUA	2281	315 N. BROADWAY	76058	817-558-3294	GARY HENDRIX
TX	JUNCTION	5576	2337 NORTH MAIN STREET	76849	325-446-9201	DCW INVESTMENTS, INC./MIKE ABUSAAB
TX	JUSTIN	4537	802 SOUTH HIGHWAY 156	76247	940-648-1317	SONIC DRIVE-IN, JUSTIN, TX, LLC/GARY JARRARD
TX	KARNES CITY	6475	213 HIGHWAY 123	78118	830-254-8089	HENRY SANCHEZ, JR.
TX	KATY	6771	24002 CLAY ROAD A	77493	(281) 665-3058	CLAY RESTAURANT, LLC
TX	KATY	2324	1849 FRY ROAD	77449	281-647-9255	GUERNSEY HOLDINGS SDI TX LLC
TX	KATY	5250	6025 NORTH FRY ROAD	77449	281-859-0633	JOEL GARZA
TX	KATY	6627	9740 GASTON ROAD	77494	346-280-0388	JOEL GARZA
TX	KATY	4607	1955A MASON ROAD	77449	346-387-6192	STAR FOODS, INC
TX	KATY	5747	1438 WEST GRAND PARKWAY	77449	281-391-2622	STAR FOODS, INC
TX	KATY	6380	25022 FM 1093 ROAD	77494	281-391-1414	STAR FOODS, INC
TX	KATY	1140	5451 HIGHWAY BOULEVARD	77494	281-319-9805	TXSDI 31, LLC
TX	KATY	3260	1530 S. MASON ROAD	77450	281-392-1661	TXSDI 31, LLC
TX	KAUFMAN	2306	2233 SOUTH WASHINGTON	75142	972-932-2445	BILLY J. MAYS
TX	KEENE	5360	301 SOUTH OLD BETSY	76059	817-645-8400	SONIC DRIVE-IN, KEENE, TX, LLC
TX	KELLER	4248	2009 S MAIN STREET	76248	817-741-6878	AFG SR Keller 54248, LLC
TX	KELLER	2313	771 KELLER PARKWAY	76248	817-431-1443	SHANON SHEMWELL
TX	KEMAH	4931	1355 HIGHWAY 146	77565	281-334-5511	KEMAH SDI, LLC
TX	KEMP	5844	109 NORTH HIGHWAY 274	75143	903-498-8291	ROACH AND ROACH HOLDINGS LLC
TX	KENEDY	2310	200 N. SUNSET	78119	830-583-9208	HENRY SANCHEZ, JR./HENRY SANCHEZ, SR. (DECSD)
TX	KERMIT	3217	401 S. POPLAR STREET	79745	432-586-6686	TELESFORO GONZALEZ
TX	KERRVILLE	3709	1281 JUNCTION HIGHWAY	78028	830-895-0808	LET'S SHAKE, LLC
TX	KERRVILLE	5158	1727 SIDNEY BAKER	78028	830-257-3533	LET'S SHAKE, LLC
TX	KILGORE	2293	217 HENDERSON BOULEVARD	75662	903-984-7331	D.L. ROGERS CORP.
TX	Killeen	6753	5650 E CENTRAL TEXAS EXPY	76542	254-634-0177	BARNETT RESTAURANTS, LLC
TX	KILLEEN	2294	2701 E. RANCIER	76543	254-526-9999	GARY HENDRIX
TX	KILLEEN	3261	1803 S W.S. YOUNG DR	76541	254-690-7280	GARY HENDRIX
TX	KILLEEN	3888	1514 S FORT HOOD STREET	76542	254-554-6480	GARY HENDRIX
TX	KILLEEN	6038	5303 JOHN DAVID DRIVE	76549	254-628-8003	JUDITH A. BARNETT TRUST A
TX	KILLEEN	6217	1306 EAST STAN SCHLUETER LOOP	76542	254-501-7195	JUDITH A. BARNETT TRUST A
TX	KINGSLAND	5813	1605 RANCH ROAD 1431	78639	325-388-2021	MASON HARRISON RATLIFF ENTERPRISES
TX	KINGSVILLE	2292	602 S. 14TH STREET	78363	361-592-7001	MASON HARRISON RATLIFF ENTERPRISES

State	City	Location	Address	Zip	Phone	Entity
TX	KINGWOOD	2317	4211 WEST LAKE HOUSTON PARKWAY	77339	281-360-4334	GUERNSEY HOLDINGS SDI TX LLC
TX	KINGWOOD	6193	330 NORTHPARK DRIVE	77339	281-312-6399	JUDITH A. BARNETT TRUST A
TX	KIRBYVILLE	2309	909 S. MARGARET	75956	409-423-3471	EBARB SDI II, LLC
TX	KOUNTZE	4247	1300 S PINE	77625	409-246-1272	SETEX PROPERTIES, L.L.C.
TX	KRUM	4699	1221 EAST MCCART	76249	940-482-9642	SONIC DRIVE-IN, KRUM, TX, LLC/GARY JARRARD
TX	KYLE	6363	1736 REBEL DRIVE	78640	512-268-2160	MASON HARRISON RATLIFF ENTERPRISES
TX	KYLE	6532	400 FM 150 EAST	78640	512-262-1022	MASON HARRISON RATLIFF ENTERPRISES
TX	LA GRANGE	2378	717 E. TRAVIS	78945	979-968-6421	D.L. ROGERS CORP.
TX	LA MARQUE	2417	4100 TEXAS AVENUE	77568	409-359-4458	JOEL GARZA
TX	LA MARQUE	4979	2000 FM 1764 ROAD	77568	409-316-3011	LAMARQUE 4979, LLC
TX	LA MESA	2335	401 N. FOURTH	79331	806-872-5943	RODNEY W. WARREN
TX	LA PORTE	3379	9827 W. MAIN	77571	281-471-9681	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	LA VERNIA	5292	13887 US HIGHWAY 87 WEST	78121	830-779-5700	JUDITH A. BARNETT TRUST A
TX	LAGO VISTA	3534	20700 FM 1431	78645	512-267-4843	MASON HARRISON RATLIFF ENTERPRISES
TX	LAKE DALLAS	2397	101 MAIN STREET	75065	940-321-6083	ROACH AND ROACH HOLDINGS LLC
TX	LAKE JACKSON	2435	209 HIGHWAY 332 WEST	77566	979-297-8200	TATERTOTEXASMASTER, LLC.
TX	LAKE WORTH	3263	6327 LAKE WORTH BLVD	76135	817-237-5757	AFG SR Lake Worth 53263, LLC
TX	LAKEPORT	4052	5003 ESTES PARKWAY	75603	903-643-8611	JERRY E. VANDEGRIFT/MICHAEL MORSE/RANDY MORSE/SCOTT NEWLAND
TX	LAKEWAY	1559	2102 RANCH ROAD 620 S.	78734	512-263-2053	MASON HARRISON RATLIFF ENTERPRISES
TX	LAMPASAS	2366	702 S. KEY AVENUE	76550	512-556-6834	MASON HARRISON RATLIFF ENTERPRISES
TX	LANCASTER	5195	3209 WEST PLEASANT RUN	75134	972-228-3559	LANCASTER, TX., DRIVE-IN RESTARAUNT, LP
TX	LANTANA	5790	7060 JUSTIN ROAD	76226	940-455-7197	AFG SR Lantana 55790, LLC
TX	LAREDO	3807	5505 MCPHERSON ROAD	78041	956-523-0533	GUERNSEY HOLDINGS SDI TX LLC
TX	LAREDO	3939	2001 HIGHWAY 83	78046	956-722-6668	GUERNSEY HOLDINGS SDI TX LLC
TX	LAVON	4952	925 SOUTH STATE HIGHWAY 78	75166	972-853-0970	SONIC DRIVE-IN, LAVON, TX, LLC/GARY JARRARD
TX	LEAGUE CITY	6541	2855 EAST LEAGUE CITY	77573	281-334-0218	JOEL GARZA
TX	LEAGUE CITY	1150	1159 W. MAIN	77573	281-332-5713	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	LEAGUE CITY	4028	2311 FM 518 EAST	77573	281-557-8322	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	LEANDER	3457	809 S US HIGHWAY 183	78641	512-260-2433	MASON HARRISON RATLIFF ENTERPRISES
TX	LEONARD	5247	551 SOUTH HIGHWAY 69	75452	903-587-2500	SONIC DRIVE-IN, LEONARD, TX LLC
TX	LEVELLAND	2332	202 COLLEGE AVENUE	79336	806-894-2926	M & D INDUSTRIES CORP/DAN WINTERS/JACK WINTERS/JAY JIROUS/JEANETTE JIROUS/RON CRABBE (DECSD)
TX	LEWISVILLE	1167	175 N. VALLEY PARKWAY	75067	972-420-0544	AFG SR Lewisville 1-51167, LLC
TX	LEWISVILLE	3687	380 E ROUND GROVE ROAD	75067	972-315-0459	AFG SR Lewisville 2-53687, LLC

State	City	Location	Address	Zip	Phone	Entity
TX	LEWISVILLE	2419	1413 WEST F.M. 407	75077	972-317-9936	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	LIBERTY	1148	1821 HIGHWAY 90	77575	936-336-2626	GUERNSEY HOLDINGS SDI TX LLC
TX	LIBERTY CITY	5398	6115 OLD HIGHWAY 135 NORTH	75662	903-988-9300	BEM, LC
TX	LIBERTY HILL	5555	14240 WEST STATE HIGHWAY 29	78642	512-778-9276	MASON HARRISON RATLIFF ENTERPRISES
TX	LINDALE	1164	510 S. MAIN	75771	903-882-8646	ALVIN MCQUILLIAMS
TX	LINDALE	5437	3214 SOUTH MAIN STREET	75771	903-881-1925	ALVIN MCQUILLIAMS
TX	LINDEN	6527	917 HIGHWAY 59 SOUTH	75563	903-756-3294	SDI OF LINDEN, TX, LLC
TX	LITTLE ELM	6177	11951 FM 423	75068	469-362-4898	MASON HARRISON RATLIFF ENTERPRISES
TX	LITTLE ELM	4520	900 WEST ELDORADO PARKWAY	75068	972-292-3897	SONIC DRIVE-IN, LITTLE ELM, TX, LLC/GARY JARRARD
TX	LITTLEFIELD	2356	1015 HALL AVENUE	79339	806-385-5442	B & B CONSULTANTS, INC.
TX	LIVINGSTON	1151	1008 W. CHURCH ST	77351	936-327-3101	MASON HARRISON RATLIFF ENTERPRISES/DERREL D. RENFROW (DECSD)
TX	LLANO	3631	505 W YOUNG STREET	78643	325-247-1206	MASON HARRISON RATLIFF ENTERPRISES
TX	LOCKHART	2350	830 S. COLORADO	78644	512-398-6240	MASON HARRISON RATLIFF ENTERPRISES
TX	LONGVIEW	6124	3302 SOUTH EASTMAN ROAD	75602	903-248-4303	ALIGO, LTD.
TX	LONGVIEW	6033	4100 GILMER ROAD	75605	903-295-3434	BEM, LC
TX	LONGVIEW	6055	4220 WEST LOOP 281	75604	903-757-5557	BEM, LC
TX	LONGVIEW	6496	3501 NORTH 4TH STREET	75605	903-663-8699	D.L. ROGERS CORP.
TX	LONGVIEW	2343	1801 JUDSON ROAD	75605	903-758-7961	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	LONGVIEW	2412	2106 GILMER ROAD	75605	903-297-6868	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	LONGVIEW	3416	1930 EAST MARSHALL AVENUE	75601	903-753-0808	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	LONGVIEW	4040	4001 W. MARSHALL AVENUE	75604	903-759-7911	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	LONGVIEW	6091	15605 FM 968 WEST	75602	903-757-7331	RANDY MORSE
TX	LORENA	5584	302 NORTH FRONTAGE ROAD	76655	254-857-3123	JUDITH A. BARNETT TRUST A
TX	LUBBOCK	2336	4611 34TH STREET	79414	806-797-1626	RODNEY W. WARREN
TX	LUBBOCK	2426	7220 QUAKER AVENUE	79424	806-793-9620	RODNEY W. WARREN
TX	LUBBOCK	2433	5722 FOURTH STREET	79416	806-785-3121	RODNEY W. WARREN
TX	LUBBOCK	3366	8010 S UNIVERSITY	79423	806-748-0055	RODNEY W. WARREN
TX	LUBBOCK	3496	4904 INDIANA AVENUE	79413	806-799-6633	RODNEY W. WARREN
TX	LUBBOCK	3736	1901 34TH STREET & AVENUE S	79412	806-765-6415	RODNEY W. WARREN
TX	LUBBOCK	3944	101 N UNIVERSITY AVE	79415	806-749-2414	RODNEY W. WARREN
TX	LUBBOCK	4003	6419 W. 19TH STREET	79407	806-780-4555	RODNEY W. WARREN
TX	LUBBOCK	4556	5202B 50TH STREET	79414	806-785-3393	RODNEY W. WARREN
TX	LUBBOCK	4776	1609 MARTIN LUTHER KING BLVD	79403	806-687-3428	RODNEY W. WARREN
TX	LUBBOCK	5291	5802 64TH STREET	79424	806-687-6928	RODNEY W. WARREN

State	City	Location	Address	Zip	Phone	Entity
TX	LUBBOCK	6019	4401 4TH STREET	79416	806-771-0117	RODNEY W. WARREN
TX	LUBBOCK	6453	7603 MILWAUKEE AVENUE	79424	806-771-2431	RODNEY W. WARREN
TX	LUBBOCK	6616	10109 SLIDE ROAD	79424	806-993-0500	RODNEY W. WARREN
TX	LUBBOCK	6698	12702 INDIANA AVENUE	79423	806-701-4850	RODNEY W. WARREN
TX	LUFKIN	2326	417 N. TIMBERLAND DRIVE	75901	936-634-5003	SOAR RESTAURANTS II, LLC
TX	LUFKIN	3262	1805 S FIRST	75901	936-632-6006	SOAR RESTAURANTS II, LLC
TX	LUFKIN	4762	1901 W. FRANK STREET	75904	936-634-9200	SOAR RESTAURANTS II, LLC
TX	LULING	2427	920 EAST PIERCE STREET	78648	830-875-3933	MASON HARRISON RATLIFF ENTERPRISES
TX	LUMBERTON	2364	106 NORTH MAIN STREET	77657	409-755-4078	JIM V. ROBERTSON/JOE MCKIBBIN, SR./TED V. ROBERTSON
TX	LUMBERTON	6123	135 NORTH LHS DRIVE	77657	409-755-0628	JIM V. ROBERTSON/JOE MCKIBBIN, SR./TED V. ROBERTSON
TX	LYTLE	4185	19350 MC DONALD STREET	78052	830-772-5050	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	MADISONVILLE	2532	2605 E. MAIN STREET	77864	936-348-3585	KENNETH W. WATFORD
TX	MAGNOLIA	3755	130 SMITH ROAD	77354	281-259-0610	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	MAGNOLIA	5274	5922 FM 1488	77354	936-271-4757	JUDITH A. BARNETT TRUST A
TX	MANOR	4057	11215 US HIGHWAY 290 E	78653	512-278-1434	MASON HARRISON RATLIFF ENTERPRISES/JERRY CONWAY
TX	MANSFIELD	2562	1700 HIGHWAY 157 NORTH	76063	817-473-8994	JACK C. HARTNETT
TX	MANSFIELD	3949	110 N. WALNUT CREEK DRIVE	76063	817-473-8099	JACK C. HARTNETT
TX	MANSFIELD	5351	3120 E. BROAD STREET	76063	682-518-0066	JACK C. HARTNETT
TX	MANVEL	5352	17518 STATE HIGHWAY 6	77578	281-489-5252	TATERTOTEXASMASTER, LLC.
TX	MARBLE FALLS	2493	1405 HIGHWAY 281 NORTH	78654	830-693-5234	MICHAEL E. MERSIOSKY/ROBBIE MERSIOSKY
TX	MARLIN	4055	428 LIVE OAK STREET	76661	254-883-5545	GARY W. KINSLOW
TX	MARSHALL	4362	900 EAST END BLVD SOUTH	75672	903-407-4110	MARVIN D. JIROUS 2013 TRUST/THOMAS A. CURTIS
TX	MATHIS	1182	728 E. SAN PATRICIO AVENUE	78368	361-547-7937	D.L. ROGERS CORP.
TX	MAURICEVILLE	4788	11786 HWY 62 NORTH	77632	409-745-9014	SETEX PROPERTIES, L.L.C.
TX	MCALLEN	3887	3100 N. 10TH STREET	78501	956-631-5060	D.L. ROGERS CORP.
TX	MCALLEN	4244	3804 W. PECAN	78501	956-683-8848	D.L. ROGERS CORP.
TX	MCGREGOR	5518	926 WEST MCGREGOR	76657	254-840-2446	GARY HENDRIX
TX	MCKINNEY	5163	420 NORTH CUSTER ROAD	75071	469-952-5111	AFG SR McKinney 1-55163, LLC
TX	MCKINNEY	5533	6481 ELDORADO PARKWAY	75070	469-952-6676	AFG SR McKinney 2-55533, LLC
TX	MCKINNEY	6254	7221 S. CUSTER ROAD	75070	214-383-1504	AFG SR McKinney 3-56254, LLC
TX	MCKINNEY	2441	312 W. UNIVERSITY DRIVE	75069	972-562-7930	AFG SR MCKINNEY, LLC
TX	MCKINNEY	6751	1701 N LAKE FOREST DR	75071	214-856-3448	ROACH AND ROACH HOLDINGS LLC
TX	MCLENDON-CHISHOLM	6328	120 NORTH HIGHWAY 205	75032	972-722-2331	MOHAMMAD ALAQRABAWY/MCKEE D. YANT II

State	City	Location	Address	Zip	Phone	Entity
TX	MELISSA	5175	2404 SAM RAYBURN HIGHWAY	75454	972-837-4166	SONIC DRIVE-IN, MELISSA, TX, LLC/GARY JARRARD
TX	MEMPHIS	3803	219 S BOYKIN @ 287	79245	806-259-3699	KYLE MCQUEEN/RAQUEL MCQUEEN
TX	Mercedes	6930	620 East 2nd Street	78570	956-903-4393	TREVINO, ALFREDO
TX	MERKEL	6107	9846 INTERSTATE 20	79536	325-928-3000	DCW INVESTMENTS, L.L.C.
TX	MESQUITE	2501	4617 GUS THOMASSON ROAD	75150	972-681-8005	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	MESQUITE	2569	210 PIONEER ROAD	75149	972-329-3539	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	MESQUITE	3552	3025 NORTH GALLOWAY	75150	972-682-9479	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	MESQUITE	4475	1800 OATES	75150	972-681-3122	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	MESQUITE	4800	2297 N BELTLINE ROAD	75150	972-285-4656	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	MESQUITE	5272	191 W. CARTWRIGHT ROAD	75149	972-285-2990	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	MESQUITE	5582	1851 MILITARY PARKWAY	75149	972-288-7355	THELMA BARTON/CAYCE A. BARTON/CHRISTOPHER BARTON
TX	MEXIA	2487	601 EAST MILAM STREET	76667	254-562-2220	D.L. ROGERS CORP.
TX	MIDLAND	1176	2104 N. BIG SPRING	79705	432-683-2552	DOYLAND LEWIS (DECSD)/H MAX HARRISON (DECSD)/RALPH L. MASON (DECSD)
TX	MIDLAND	1186	1109 MIDKIFF ROAD	79703	432-697-2391	MASON HARRISON RATLIFF ENTERPRISES
TX	MIDLAND	3475	4201 NORTH MIDLAND DRIVE	79707	432-694-0473	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/KEITH MOORE
TX	MIDLAND	1187	2301 RANKIN HIGHWAY	79701	432-682-8899	MASON HARRISON RATLIFF ENTERPRISES/KEITH MOORE
TX	MIDLOTHIAN	6040	2220 PLAINVIEW ROAD	76065	972-775-4550	ALIGO, LTD.
TX	MIDLOTHIAN	2556	401 EAST MAIN STREET	76065	972-775-1212	PATRICK M. LEAR
TX	MINEOLA	1177	311 W. BROAD STREET	75773	903-569-5506	SDI MINEOLA, TX, LLC
TX	MINERAL WELLS	2445	1715 EAST HUBBARD	76067	940-325-9532	D.L. ROGERS CORP.
TX	MISSOURI CITY	6121	6126 SIENNA RANCH ROAD	77459	832-539-3455	JOEL GARZA
TX	MISSOURI CITY	1196	5805 HIGHWAY 6 SOUTH	77459	281-499-3282	TXSDI 31, LLC
TX	MONAHANS	1172	811 SOUTH STOCKTON	79756	432-943-3232	KEITH MOORE
TX	MONT BELVIEU	6027	11003 EAGLE DRIVE	77523	281-576-6999	SETEX PROPERTIES, L.L.C.
TX	MONTGOMERY	3255	14625 HWY 105 WEST	77316	936-588-2100	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	MOUNT PLEASANT	2446	1402 S. JEFFERSON	75455	903-572-1542	THOMAS A. CURTIS
TX	MOUNT PLEASANT	6037	1701 NORTH JEFFERSON AVENUE	75455	903-575-0141	THOMAS A. CURTIS
TX	MOUNT VERNON	2517	512 I-30 WEST	75457	903-537-4596	D.L. ROGERS CORP.
TX	MUENSTER	4425	716 E. DIVISION STREET	76252	940-759-2429	D.L. ROGERS CORP.
TX	MULESHOE	2485	1633 W. AMERICAN BOULEVARD	79347	806-272-3998	B & B CONSULTANTS, INC.

State	City	Location	Address	Zip	Phone	Entity
TX	NACOGDOCHES	2590	2903 NORTH STREET	75965	936-564-7910	WINTCO INC.
TX	NACOGDOCHES	3329	3419 SOUTH STREET	75964	936-569-9639	WINTCO INC.
TX	NASH	6237	1792 NORTH KINGS HIGHWAY	75569	903-831-7479	SDI OF NASH, TX, LLC
TX	NAVASOTA	2608	9249 HIGHWAY 90 SOUTH	77868	936-825-2799	BRIGHT, ROBERT C., TRUSTEE (TRUST B)
TX	NEDERLAND	2599	2205 NEDERLAND AVE	77627	409-727-7007	GARY W. KINSLOW
TX	NEW BOSTON	5347	320 FIRST DRIVE	75570	903-628-9085	SDI NEW BOSTON, TX, LLC
TX	NEW BRAUNFELS	6476	716 STATE HIGHWAY 46 SOUTH	78130	830-625-2811	MASON HARRISON RATLIFF ENTERPRISES
TX	NEW BRAUNFELS	4135	861 LOOP 337	78130	830-629-5544	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	NEW BRAUNFELS	2594	710 SOUTH SEGUIN AVENUE	78130	830-625-1162	MASON HARRISON RATLIFF ENTERPRISES/VERNICE WARDEN
TX	NEW CANEY	2621	20633 FM 1485 ROAD	77357	281-689-2828	GUERNSEY HOLDINGS SDI TX LLC
TX	NOCONA	3713	409 W. HIGHWAY 82	76255	940-825-3135	MASON HARRISON RATLIFF ENTERPRISES
TX	NORTH LAKE	6578	13211 RACEWAY DRIVE	76262	682-831-1115	MASON HARRISON RATLIFF ENTERPRISES
TX	NORTH RICHLAND HILLS	4257	5647 RUFE SNOW DRIVE	76180	817-281-7000	AFG SR NORTH RICHLAND HILLS, LLC
TX	NORTH RICHLAND HILLS	2623	6724 DAVIS BOULEVARD	76182	817-485-1221	BRANDON ERVIN/JARED ERVIN
TX	NORTH RICHLAND HILLS	2637	8875 GRAPEVINE HIGHWAY	76180	817-788-5085	CONCORD RESTAURANTS, INC.
TX	NORTH RICHLAND HILLS	4282	8425 DAVIS BLVD	76182	817-605-3880	ENCORE RESTAURANTS, INC.
TX	ODESSA	3266	2636 JOHN BEN SHEPPARD PARKWAY	79761	432-363-8033	CHRIS WINTERS/DAN WINTERS
TX	ODESSA	3346	3514 ANDREWS HIGHWAY	79762	432-362-3550	CHRIS WINTERS/DAN WINTERS
TX	ODESSA	3647	1810 E EIGHTH STREET	79761	432-332-4131	CHRIS WINTERS/DAN WINTERS
TX	ODESSA	3815	2313 NORTH COUNTY ROAD WEST	79763	432-332-2363	CHRIS WINTERS/DAN WINTERS
TX	ODESSA	3602	3823 E 52ND STREET	79762	432-362-5100	CHRIS WINTERS/DAN WINTERS/MIKE ABUSAAB
TX	ODESSA	6115	7725 WEST UNIVERSITY BLVD.	79763	432-381-0338	DCW INVESTMENTS, L.L.C.
TX	ODESSA	6429	8684 ANDREWS HIGHWAY	79765	432-614-5767	DCW INVESTMENTS, L.L.C.
TX	OLNEY	6345	1403 WEST MAIN STREET	76374	940-564-3336	MASON HARRISON RATLIFF ENTERPRISES
TX	ONALASKA	4873	14050 US HWY 190 WEST	77360	936-646-6671	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD
TX	ORANGE	5783	2210 HWY 62	77630	409-886-3558	AFG SR ORANGE, LLC
TX	ORANGE	1214	2805 MACARTHUR DRIVE	77630	409-886-5733	KENNETH W. WATFORD
TX	ORANGE	5160	3103 N. 16TH STREET	77630	409-883-3060	KENNETH W. WATFORD
TX	ORE CITY	4456	600 HIGHWAY 259 NORTH	75683	903-968-2010	JERRY E. VANDEGRIFT/MICHAEL MORSE/RANDY MORSE/SCOTT NEWLAND
TX	OZONA	5560	704 EAST 14TH STREET	76943	325-392-9501	DCW INVESTMENTS, INC./MIKE ABUSAAB

State	City	Location	Address	Zip	Phone	Entity
TX	PALACIOS	2769	317 HENDERSON	77465	361-972-6281	MICHAEL E. MERSIOSKY/ROBBIE G. MERSIOSKY
TX	PALESTINE	2704	220 W. PALESTINE AVENUE	75801	903-729-8290	BEM, LC
TX	PALESTINE	4466	2727 S LOOP 256	75801	903-731-9172	ROBCO ENTERPRISES, L.L.C.
TX	PALMER	5980	1639 NORTH INTERSTATE 45	75152	972-449-3800	CONCORD RESTAURANTS, INC.
TX	PAMPA	2700	1404 N. HOBART	79065	806-669-3171	B & B CONSULTANTS, INC.
TX	PANHANDLE	6543	512 US HIGHWAY 60	79068	806-537-4561	CEFCO CONVENIENCE STORES, INC.
TX	PARIS	2694	2425 LAMAR AVENUE	75460	903-785-3618	MARK HOMER
TX	PARIS	2785	2350 NORTH MAIN STREET	75460	903-737-8525	MARK HOMER/EDDIE CLEMENT
TX	PASADENA	2783	5020 FAIRMONT PARKWAY	77505	281-487-5788	DELISH ENTERPRISES, INC.
TX	PASADENA	6734	2510 SPENCER HIGHWAY	77504	(713) 378-0097	DELISH ENTERPRISES, INC.
TX	PASADENA	2713	3107 RED BLUFF ROAD	77503	713-473-5141	KN3 PASADENA, LLC
TX	PEARLAND	4215	2815 E. BROADWAY STREET	77581	281-412-2499	BROADWAY EAST SDI, LLC
TX	PEARLAND	3726	7031 W BROADWAY ST	77581	(346) 415-6375	BROADWAY WEST SDI, LLC
TX	PEARLAND	4664	10101 BROADWAY STREET	77584	713-436-1891	JOEL GARZA
TX	PEARLAND	5832	11309 SHADOW CREEK PARKWAY	77584	713-340-0806	SHADOW CREEK SDI, L.P./JOEL GARZA
TX	PEARSALL	2740	814 N. OAK	78061	830-334-3049	SARANNE MCCUE/BASIL MCCUE (DECSD)
TX	PECOS	2711	5101 SOUTH CEDAR STREET	79772	432-445-9035	MASON HARRISON RATLIFF ENTERPRISES
TX	PERRYTON	2705	718 S. MAIN STREET	79070	806-435-5476	MASON HARRISON RATLIFF ENTERPRISES/DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
TX	PFLUGERVILLE	2767	2014 PECAN STREET	78660	512-251-7495	MASON HARRISON RATLIFF ENTERPRISES
TX	PFLUGERVILLE	4948	1101 FM 685	78660	512-670-1434	MASON HARRISON RATLIFF ENTERPRISES/JERRY CONWAY
TX	PHARR	4831	701 S. JACKSON ROAD	78577	956-787-3538	D.L. ROGERS CORP.
TX	Pharr	6800	2010 West Las Milpas Road	78577	956-258-5711	TREVINO, ALFREDO
TX	PILOT POINT	4299	300 S US HWY 377	76258	940-686-0255	SONIC DRIVE-IN, PILOT POINT, TX, LLC/GARY JARRARD
TX	PINEHURST	5460	32017 DECKER PRAIRIE ROAD	77355	281-259-7761	JUDITH A BARNETT TRUST A
TX	PITTSBURG	2731	103 NORTH GREER BOULEVARD	75686	903-856-6212	D.L. ROGERS CORP./SONIC RESTAURANTS, INC.
TX	PLAINVIEW	2699	4004 OLTON ROAD	79072	806-293-4848	RODNEY W. WARREN
TX	PLAINVIEW	4114	501 W FIFTH STREET	79072	806-293-3199	RODNEY W. WARREN
TX	PLANO	1240	721 JUPITER	75074	972-881-7414	AFG SR Plano 1-51240, LLC
TX	PLANO	1242	1601 CUSTER ROAD	75075	972-596-7616	AFG SR Plano 2-51242, LLC
TX	PLANO	3367	6104 CHASE OAKS BOULEVARD	75023	972-527-9271	AFG SR Plano 3-53367, LLC
TX	PLANO	3701	3404 COIT ROAD	75023	972-964-0226	AFG SR Plano 4-53701, LLC
TX	PLANO	3954	7925 COIT ROAD	75024	972-491-2191	AFG SR Plano 5-53954, LLC
TX	PLANO	4187	2204 MIDWAY ROAD	75093	972-781-1340	AFG SR Plano 6-54187, LLC
TX	PLANO	4729	4025 MAPLESHADE LANE	75075	972-519-0332	AFG SR Plano 7-54729, LLC

State	City	Location	Address	Zip	Phone	Entity
TX	PLEASANTON	2735	635 W OAKLAWN STREET	78064	830-569-2255	D.L. ROGERS CORP.
TX	Port Aransas	6923	1735 State Highway 361	78373	361-416-1098	BARNETT RESTAURANTS, LLC
TX	PORT ARTHUR	1234	2648 MEMORIAL DRIVE	77642	409-983-7222	AFG SR MEMORIAL, LLC
TX	PORT ARTHUR	4306	6767 W PORT ARTHUR ROAD	77640	409-736-3531	AFG SR PORT ARTHUR, LLC
TX	PORT ARTHUR	3671	4525 TWIN CITY HIGHWAY	77642	409-962-1501	AFG SR TWIN CITY, LLC
TX	PORT ARTHUR	5910	2290 HIGHWAY 365	77640	409-722-4242	GARY W. KINSLOW
TX	PORT LAVACA	2708	411 S. INTERSTATE 35	77979	361-552-3526	VICTORIA PRIME INVESTMENTS GP/MARK CRULL/LEON MALONEY (DESCD)
TX	PORT NECHES	2720	772 MAGNOLIA	77651	409-727-7011	KENNETH W. WATFORD
TX	PORTER	6631	21697 FM 1314	77365	281-354-1492	BARNETT RESTAURANTS, LLC
TX	PORTLAND	4118	106 LANG ROAD	78374	361-643-0982	D.L. ROGERS CORP.
TX	POST	3403	215 S BROADWAY	79356	806-495-3440	DCW INVESTMENTS, INC.
TX	POTTSBORO	4485	202 E HIGHWAY 120	75076	903-786-7130	ENRICO RAMIREZ/RODNEY W. WARREN
TX	PROSPER	5183	100 N. STATE HWY 289, BLDG A	75078	972-347-1892	SONIC DRIVE-IN, PROSPER, TX, LLC/GARY JARRARD
TX	QUANAH	2793	1201 WEST 11TH STREET	79252	940-663-2241	Castleberry, Roger
TX	QUINLAN	2795	610 HIGHWAY 276 E	75474	903-356-4908	BEM, LC
TX	QUITMAN	2796	305 E. GOODE	75783	903-763-5445	BEM, LC
TX	RED OAK	2842	291 E. OVILLA ROAD	75154	972-576-0123	PATRICK M. LEAR
TX	RENO	3636	6540 LAMAR AVENUE	75462	903-784-1886	MARK HOMER/EDDIE CLEMENT
TX	RICE	6288	106 SW MCKINNEY STREET	75155	903-326-4455	ALIGO, LTD.
TX	RICHARDSON	3516	520 CENTENNIAL BLVD	75081	972-671-9413	CTC CENTENNIAL LLC
TX	RICHARDSON	4853	605 SOUTH PLANO ROAD	75081	972-497-9952	CTC PLANO ROAD LLC
TX	RICHMOND	6680	22363 BELLAIRE BOULEVARD	77407	832-612-2768	DELISH ENTERPRISES, INC.
TX	RICHMOND	1248	1420 JACKSON STREET	77469	281-232-0723	TXSDI 31, LLC
TX	RICHMOND	3616	1880 FM 359	77406	281-238-8638	TXSDI 31, LLC
TX	RICHMOND	5750	9835 SOUTH MASON RD	77406	832-595-8347	TXSDI 31, LLC
TX	ROANOKE	5169	1202 N. HIGHWAY 377	76262	817-491-4848	AFG SR Roanoke 55169, LLC
TX	ROBINSON	1249	647 NORTH ROBINSON	76706	254-662-3107	JOHN MCCUE
TX	ROBSTOWN	6657	608 WEST AVENUE J	78380	361-933-1103	TIGER 786 ENTERPRISES, INC.
TX	ROCKDALE	2827	1204 W. CAMERON	76567	512-446-5826	MASON HARRISON RATLIFF ENTERPRISES
TX	ROCKPORT	2832	1203 HIGHWAY 35 NORTH	78382	361-729-8550	D.L. ROGERS CORP.
TX	ROCKWALL	6072	2215 STATE HIGHWAY 276	75032	214-771-4117	ALIGO, LTD.
TX	ROCKWALL	5857	3260 NORTH GOLIAD STREET	75087	972-722-1588	ANGEL LOPEZ
TX	ROCKWALL	2805	1001 GOLIAD	75087	972-722-6022	ERVIN OPERATIONS, LLC
TX	ROCKWALL	5060	2805 HORIZON ROAD	75032	972-722-1355	ERVIN OPERATIONS, LLC/BRANDON ERVIN
TX	ROCKWALL	6737	720 S WILLIAM E CRAWFORD AVE	75087	972-722-7015	MOHAMMAD ALAQRABAWY
TX	ROSENBERG	2798	1704 AVENUE H	77471	281-342-8788	STAR FOODS, INC

State	City	Location	Address	Zip	Phone	Entity
TX	ROSENBERG	6018	23700 SOUTHWEST FREEWAY	77471	832-595-0490	STAR FOODS, INC
TX	ROUND ROCK	3313	1320 ROUND ROCK AVENUE	78681	512-310-7610	MASON HARRISON RATLIFF ENTERPRISES
TX	ROUND ROCK	4086	405 LOUIS HENNA BLVD	78664	512-244-1754	MASON HARRISON RATLIFF ENTERPRISES
TX	ROUND ROCK	5968	3880 GATTIS SCHOOL ROAD	78664	512-244-0917	MASON HARRISON RATLIFF ENTERPRISES
TX	ROUND ROCK	2818	1805 N. MAYS	78664	512-255-2556	MASON HARRISON RATLIFF ENTERPRISES/SUE HOOVER
TX	ROUND ROCK	6309	1201 UNIVERSITY BOULEVARD	78665	512-238-8029	MHR AUSTIN SONIC RESTAURANTS, LLC
TX	ROUND ROCK	6796	901 NORTH A.W. GRIMES	78664	512-310-9473	MHR AUSTIN SONIC RESTAURANTS, LLC
TX	ROWLETT	2830	5201 LAKEVIEW	75089	972-475-0030	AFG SRG ROWLETT, LLC
TX	ROYSE CITY	5384	205 WEST I-30	75189	972-635-6105	ALIGO, LTD.
TX	RUSK	3735	435 N. DICKINSON DRIVE	75785	903-683-6363	WINTCO INC.
TX	SAGINAW	2878	1145 N. SAGINAW BOULEVARD	76179	817-232-2752	MASON HARRISON RATLIFF ENTERPRISES
TX	SALADO	5200	1110 NORTH ROBERTSON ROAD	76571	254-947-0505	JUDITH A. BARNETT TRUST A
TX	SAN ANGELO	1257	527 W. BEAUREGARD	76903	325-653-9043	KEITH MOORE
TX	SAN ANGELO	1278	3311 SHERWOOD WAY	76904	325-658-7259	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/KEITH MOORE
TX	SAN ANGELO	1285	2920 N. BRYANT	76903	325-655-5531	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/KEITH MOORE
TX	SAN ANGELO	3267	3410 KNICKERBOCKER ROAD	76904	325-949-9070	MASON HARRISON RATLIFF ENTERPRISES/KEITH MOORE
TX	SAN ANTONIO	2971	4678 WALZEM ROAD	78218	210-599-4333	ALVAREZ 5A INVESTMENT GROUP, LLC
TX	SAN ANTONIO	6615	8915 FM 1560 NORTH	78254	210-617-7700	BARNETT RESTAURANTS, LLC
TX	SAN ANTONIO	6623	225 TALLEY ROAD	78253	210-265-1050	BARNETT RESTAURANTS, LLC
TX	SAN ANTONIO	6656	26116 OVERLOOK PARKWAY BLDG #1	78260	830-714-7404	BARNETT RESTAURANTS, LLC
TX	SAN ANTONIO	6688	10764 MARBACH ROAD	78245	210-451-0357	BARNETT RESTAURANTS, LLC
TX	SAN ANTONIO	6707	18419 RIM DRIVE	78257	210-267-8459	BARNETT RESTAURANTS, LLC
TX	San Antonio	6748	15090 FM 1957	78253	210-455-2898	BARNETT RESTAURANTS, LLC
TX	SAN ANTONIO	6772	5315 ALAMO PARKWAY	78253	210-428-1877	BARNETT RESTAURANTS, LLC
TX	SAN ANTONIO	5811	3222 GOLIAD ROAD	78223	210-337-1116	D.L. ROGERS CORP.
TX	San Antonio	6763	5617 EAST EVANS ROAD	78261	210-475-3835	EVANS FAST FOOD, LLC
TX	SAN ANTONIO	5110	19133 STONE OAK PARKWAY	78258	210-402-2893	JUDITH A. BARNETT TRUST A
TX	SAN ANTONIO	5214	4623 IH 35 SOUTH	78225	210-921-9312	LET'S SHAKE ON IT, L.L.C./SRI OPERATING COMPANY
TX	SAN ANTONIO	2869	6523 SAN PEDRO AVE	78216	210-340-9549	LET'S SHAKE, LLC
TX	SAN ANTONIO	2904	5031 RIGSBY AVENUE	78220	210-648-0249	LET'S SHAKE, LLC
TX	SAN ANTONIO	2943	6111 INGRAM ROAD	78238	210-681-2777	LET'S SHAKE, LLC
TX	SAN ANTONIO	2949	7902 CULEBRA	78251	210-680-6337	LET'S SHAKE, LLC
TX	SAN ANTONIO	2950	1611 SOUTH GENERAL MCMULLEN	78237	210-436-4522	LET'S SHAKE, LLC

State	City	Location	Address	Zip	Phone	Entity
TX	SAN ANTONIO	2952	13131 NACOGDOCHES	78217	210-599-6805	LET'S SHAKE, LLC
TX	SAN ANTONIO	2955	5510 BABCOCK ROAD	78240	210-690-5051	LET'S SHAKE, LLC
TX	SAN ANTONIO	2959	9429 FREDERICKSBURG ROAD	78240	210-699-1592	LET'S SHAKE, LLC
TX	SAN ANTONIO	2970	4319 SOUTH NEW BRAUNFELS	78223	210-534-8373	LET'S SHAKE, LLC
TX	SAN ANTONIO	2973	2314 THOUSAND OAKS	78232	210-496-2283	LET'S SHAKE, LLC
TX	SAN ANTONIO	2976	5221 DEZAVALA ROAD	78249	210-690-1905	LET'S SHAKE, LLC
TX	SAN ANTONIO	2981	1730 HORAL DRIVE	78227	210-675-6737	LET'S SHAKE, LLC
TX	SAN ANTONIO	2983	955 EAST BITTERS ROAD	78232	210-545-1477	LET'S SHAKE, LLC
TX	SAN ANTONIO	3376	2301 BLANCO RD	78201	210-736-6460	LET'S SHAKE, LLC
TX	SAN ANTONIO	3465	6608 FM 78	78244	210-310-7880	LET'S SHAKE, LLC
TX	SAN ANTONIO	3532	16401 NACOGDOCHES ROAD	78247	210-590-6670	LET'S SHAKE, LLC
TX	SAN ANTONIO	3630	351 VALLEY HIGH DRIVE	78227	210-678-0166	LET'S SHAKE, LLC
TX	SAN ANTONIO	3659	422 S ZORZAMORA	78207	210-431-0050	LET'S SHAKE, LLC
TX	SAN ANTONIO	3841	10831 POTRANCO ROAD	78251	210-688-9046	LET'S SHAKE, LLC
TX	SAN ANTONIO	3849	2135 IH35 NORTH	78208	210-222-9500	LET'S SHAKE, LLC
TX	SAN ANTONIO	3898	11725 O'CONNER ROAD	78233	210-655-5954	LET'S SHAKE, LLC
TX	SAN ANTONIO	3934	6341 PEARSALL ROAD	78242	210-623-6400	LET'S SHAKE, LLC
TX	SAN ANTONIO	4043	973 BANDERA ROAD	78228	210-433-4370	LET'S SHAKE, LLC
TX	SAN ANTONIO	4060	3510 ROOSEVELT AVENUE	78214	210-924-3398	LET'S SHAKE, LLC
TX	SAN ANTONIO	4117	811 SAN PEDRO	78212	210-227-0105	LET'S SHAKE, LLC
TX	SAN ANTONIO	4276	10885 FM 471 WEST	78254	210-688-2555	LET'S SHAKE, LLC
TX	SAN ANTONIO	4575	4318 VANCE JACKSON ROAD	78230	210-344-5333	LET'S SHAKE, LLC
TX	SAN ANTONIO	4869	9424 WEST FM 471	78251	210-523-8501	LET'S SHAKE, LLC
TX	SAN ANTONIO	5134	1435 AUSTIN HWY	78209	210-826-0180	LET'S SHAKE, LLC
TX	SAN ANTONIO	5333	9703 POTEET-JOURDANTON FWY	78211	210-924-3620	LET'S SHAKE, LLC
TX	SAN ANTONIO	5391	24039 I-10 WEST	78257	210-698-0082	LET'S SHAKE, LLC
TX	SAN ANTONIO	5439	8738 POTRANCO ROAD	78245	210-509-3964	LET'S SHAKE, LLC
TX	SAN ANTONIO	5676	9684 WEST LOOP 1604 NORTH	78254	210-688-9826	LET'S SHAKE, LLC
TX	SAN ANTONIO	5703	8316 HAUSMAN RD	78249	210-558-4596	LET'S SHAKE, LLC
TX	SAN ANTONIO	5918	3035 TPC PKWY	78259	210-481-2786	LET'S SHAKE, LLC
TX	SAN ANTONIO	6450	4039 S LOOP 1604 E	78264	210-626-9006	LET'S SHAKE, LLC
TX	San Benito	6769	600 West Business Highway 77	78586	956-276-0808	MASON HARRISON RATLIFF ENTERPRISES
TX	SAN JUAN	6777	207 WEST FM 495	78589	956-258-5244	TREVINO, ALFREDO
TX	SAN MARCOS	2845	802 S. GUADALUPE	78666	512-353-1811	D.L. ROGERS CORP./DERREL D. RENFROW (DECSD)
TX	SAN MARCOS	3519	1646 AQUARENA SPRINGS DRIVE	78666	512-353-5977	MASON HARRISON RATLIFF ENTERPRISES
TX	SAN MARCOS	6210	2830 SOUTH 1-35	78666	512-392-0537	MASON HARRISON RATLIFF ENTERPRISES
TX	SAN SABA	5203	1006 WEST WALLACE	76877	325-372-4680	GARY W. KINSLOW

State	City	Location	Address	Zip	Phone	Entity
TX	SANGER	4298	900 CHAPMAN	76266	940-458-6622	SONIC DRIVE-IN, SANGER, TX, LLC/GARY JARRARD
TX	SANTA FE	2938	4202 FM 1764 ROAD	77517	409-925-7302	TATERTOTEXASMASTER, LLC.
TX	SCHERTZ	4136	5001 CORRIDOR LOOP ROAD	78154	210-566-8660	ALVAREZ 5A INVESTMENT GROUP, LLC
TX	SCHERTZ	2873	320 FARM MARKET 78	78154	210-659-4437	LET'S SHAKE, LLC
TX	SEAGOVILLE	2937	202 HALL ROAD	75159	972-287-9120	D.L. ROGERS CORP.
TX	SEALY	2931	1736 MEYER STREET	77474	979-885-6283	KENNETH W. WATFORD
TX	Segovia	6786	115 Segovia Access Road South	76849	325-446-3193	SEGOVIAHILLS PROPERTIES LLC
TX	SEGUIN	2912	968 WEST COURT STREET	78155	830-372-4533	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	SEGUIN	2853	921 E. KINGSBURY	78155	830-372-1103	BRIGHT, ROBERT C., TRUSTEE (TRUST B)
TX	SEMINOLE	2887	710 S. MAIN	79360	432-758-9294	DAN WINTERS/MARVIN D. JIROUS 2013 TRUST
TX	SEVEN POINTS	4753	351 E. CEDAR CREEK PARKWAY	75143	903-432-2387	AFG SR SEVEN POINTS, LLC
TX	SEYMOUR	6469	901 NORTH MAIN STREET	76380	940-888-3103	MASON HARRISON RATLIFF ENTERPRISES
TX	SHALLOWATER	6392	7459 HIGHWAY 84	79363	806-832-0100	RODNEY W. WARREN
TX	SHEPHERD	4246	6400 HIGHWAY 59	77371	936-628-2355	GUERNSEY HOLDINGS SDI TX LLC
TX	SHERMAN	2849	1820 TEXOMA PARKWAY	75090	903-891-0646	D.L. ROGERS CORP.
TX	SHERMAN	5232	3400 US HWY 75 NORTH	75092	903-891-3178	D.L. ROGERS CORP.
TX	SILSBEE	2875	860 HIGHWAY 96 SOUTH	77656	409-385-6910	JOE MCKIBBIN, SR.
TX	SLATON	2895	1900 WEST DIVISION STREET	79364	806-828 6556	MIKE ABUSAAB/RODNEY W. WARREN/TOMMY MEEKS, SR.
TX	SNYDER	2852	4100 COLLEGE	79549	325-573-7620	A. MACK HUMPHREY/DAN WINTERS/MARVIN D. JIROUS 2013 TRUST/RON CRABBE (DECSD)
TX	SOMERVILLE	6733	16738 STATE HIGHWAY 36 SOUTH	77879	979-596-1100	SDI OF SOMERVILLE, LLC
TX	SONORA	2928	131 HIGHWAY 277 N.	76950	325-387-5292	TRAVIS LEWIS
TX	SOUR LAKE	6458	370 HIGHWAY 105 EAST	77659	409-287-3015	JIM V. ROBERTSON/CHAD MCKIBBIN/JIM V. ROBERTSON II/JOE MCKIBBIN, SR./JOSEPH J. MCKIBBIN, JR. /TREVOR W. ROBERTSON
TX	SOUTHLAKE	4209	180 DAVIS BOULEVARD	76092	817-337-5008	AFG SR Southlake 54209, LLC
TX	SPLENDORA	4178	14685 OLD US HWY 59	77372	281-689-5553	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	SPRING	4368	19764 INTERSTATE 45 NORTH	77373	281-907-0397	BARNETT RESTAURANTS, LLC/SRI OPERATING COMPANY
TX	SPRING	2935	25618 ALDINE WESTFIELD	77373	281-528-7762	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	SPRING	5043	3815 LOUETTA BLVD	77388	281-528-7771	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	SPRING	5058	6020 FM 2920	77379	281-257-2588	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	SPRING	2925	25308 INTERSTATE 45	77386	281-367-4858	GUERNSEY HOLDINGS SDI TX LLC
TX	SPRING	1281	7011 LOUETTA ROAD	77379	281-370-5933	JUDITH A. BARNETT TRUST A
TX	SPRING	6488	3531 RAYFORD ROAD	77386	281-528-0177	JUDITH A. BARNETT TRUST A

State	City	Location	Address	Zip	Phone	Entity
TX	SPRINGTOWN	2951	425 HIGHWAY 199 EAST	76082	817-523-5654	D.L. ROGERS CORP.
TX	ST. PAUL	4897	3838 W. PARKER ROAD	75098	972-442-0438	SONIC DRIVE-IN, ST. PAUL, TX, LLC/GARY JARRARD
TX	STAFFORD	4401	12260 SOUTHWEST FREEWAY	77477	281-240-7255	TXSDI 31, LLC
TX	STAFFORD	4442	123 DULLES AVENUE	77477	281-261-8801	TXSDI 31, LLC
TX	STAMFORD	2907	616 N. SWENSON	79553	325-773-2362	GENE CONGER/RUSSELL VERNER
TX	STANTON	4231	1218 N. LA MESA HWY	79782	432-756-3022	DCW INVESTMENTS, INC./MIKE ABUSAAB
TX	STEPHENVILLE	5611	3010 WEST WASHINGTON	76401	254-918-0399	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/KEITH MOORE
TX	STEPHENVILLE	1255	1086 W. WASHINGTON	76401	254-965-7666	MASON HARRISON RATLIFF ENTERPRISES/GARY JARRARD/VERNICE WARDEN
TX	SUGAR LAND	4582	11511 S HIGHWAY 6	77498	281-565-5352	JOEL GARZA
TX	SUGAR LAND	1287	1110 ELDRIDGE	77478	281-240-1880	SONIC DRIVE-IN OF SUGARLAND, TEXAS, LLC.
TX	SUGAR LAND	5395	16710 WEST GRAND PARKWAY S.	77479	281-239-0800	STAR FOODS, INC
TX	SULPHUR SPRINGS	2851	1516 SOUTH BROADWAY	75482	903-885-2909	AFG SR SULPHUR SPRINGS, LLC
TX	SWEENY	5190	805 NORTH MAIN STREET	77480	979-548-1000	TATERTOTEXASMASTER, LLC.
TX	SWEETWATER	2865	706 EAST BROADWAY	79556	325-236-6917	D.L. ROGERS CORP.
TX	TALTY	5316	9680 FM 1641	75160	972-552-2080	ALIGO, LTD.
TX	TATUM	6321	820 NORTH HILL STREET	75691	903-947-2668	BEM, LC
TX	TAYLOR	2997	1700 N. MAIN	76574	512-352-5289	MASON HARRISON RATLIFF ENTERPRISES
TX	TEAGUE	6554	804 WEST U S HIGHWAY 84	75860	254-739-5809	HOUSSAM ISKANDARANI
TX	TEAGUE	6705	680 INTERSTATE HIGHWAY 45 S	75860	903-389-9098	SWEETWATER FRANCHISE GROUP LLC
TX	TEMPLE	2998	2012 S. 57TH	76504	254-778-0414	GARY HENDRIX
TX	TEMPLE	4495	1401 MARLANDWOOD ROAD	76502	254-742-1777	GARY HENDRIX
TX	TEMPLE	6042	5355 WEST ADAMS AVENUE	76502	254-773-3767	JUDITH A. BARNETT TRUST A
TX	TERRELL	5119	1608 STATE HIGHWAY 34 SOUTH	75160	972-551-3677	GARY W. KINSLOW
TX	TERRELL	2987	707 W. MOORE AVENUE	75160	972-563-6823	GARY W. KINSLOW/MARVIN D. JIROUS 2013 TRUST
TX	TEXARKANA	3508	3101 RICHMOND ROAD	75503	903-831-4146	THOMAS A. CURTIS
TX	TEXARKANA	5025	4619 S. LAKE DRIVE	75501	903-223-7822	THOMAS A. CURTIS
TX	TEXARKANA	6446	4619 SUMMERHILL DRIVE	75503	903-792-6280	THOMAS A. CURTIS
TX	TEXAS CITY	3008	3221 PALMER HIGHWAY	77590	409-948-8656	TATERTOTEXASMASTER, LLC.
TX	THE COLONY	3638	3750 MAIN STREET	75056	972-370-0721	AFG SR OP IV, LLC
TX	THE WOODLANDS	4076	2550 RESEARCH FOREST DRIVE	77381	281-419-1928	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	THE WOODLANDS	5145	3081 COLLEGE PARK DRIVE	77384	936-271-5166	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	TOMBALL	5047	14018 FM 2920 RD	77377	281-255-1477	BARNETT RESTAURANTS, LLC/SRI OPERATING COMPANY

State	City	Location	Address	Zip	Phone	Entity
TX	TOMBALL	6414	25411 KUYKENDAHL ROAD	77375	281-255-9131	JUDITH A. BARNETT TRUST A
TX	TOMBALL	4784	22601 TOMBALL PARKWAY	77377	281-320-9715	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	TRINITY	3031	505 S. ROBB	75862	936-594-2577	KENNETH W. WATFORD
TX	TROUP	5723	1807 WEST DUVAL	75789	903-842-3304	BEM, LC
TX	TULIA	3030	915 SW 2ND STREET	79088	806-995-8887	ROGER CASTLEBERRY/T. DAVID CASTLEBERRY, JR.
TX	TYLER	5843	16243 HIGHWAY 271	75792	903-877-4266	ALIGO, LTD.
TX	TYLER	3027	2501 GENTRY PARK	75702	903-593-6892	D.L. ROGERS CORP.
TX	TYLER	3039	5611 S. BROADWAY	75703	903-581-4200	D.L. ROGERS CORP.
TX	TYLER	3048	3710 TROUP HWY.	75703	903-509-0971	D.L. ROGERS CORP.
TX	TYLER	4963	102 N. NORTHWEST LOOP 323	75702	903-526-0671	D.L. ROGERS CORP.
TX	TYLER	6313	5980 OLD JACKSONVILLE HIGHWAY	75703	903-939-2672	D.L. ROGERS CORP.
TX	UNIVERSAL CITY	4896	2325 PAT BOOKER ROAD	78148	210-658-5505	ALVAREZ 5A INVESTMENT GROUP, LLC
TX	UVALDE	3058	623 E. MAIN	78801	830-278-7012	D.L. ROGERS CORP.
TX	VAN	6009	989 SOUTH OAK STREET	75790	903-963-4336	SDI OF VAN, TX, LLC
TX	VAN ALSTYNE	4670	1130 W. VAN ALSTYNE PKWY	75495	903-712-0012	GEN 2214-SDI, LLC
TX	VENUS	5834	100 EAST HIGHWAY 67	76084	972-366-3078	ALIGO, LTD.
TX	VERNON	3071	4004 WILBARGER	76384	940-553-4733	RODNEY W. WARREN
TX	VICTORIA	3070	3004 N. NAVARRO	77901	361-575-1081	VICTORIA PRIME INVESTMENTS GP
TX	VICTORIA	3322	8707 N. NAVARRO	77904	361-573-4800	VICTORIA PRIME INVESTMENTS GP
TX	VICTORIA	4798	3603 N. JOHN STOCKBAUER DRIVE	77904	361-580-0296	VICTORIA PRIME INVESTMENTS GP
TX	VICTORIA	5262	3008 HOUSTON HIGHWAY	77901	361-579-6906	VICTORIA PRIME INVESTMENTS GP
TX	VIDOR	1301	340 N. MAIN	77662	409-769-4010	KENNETH W. WATFORD
TX	WACO	1317	801 S. SIXTH	76706	254-752-6497	GARY HENDRIX
TX	WACO	3100	3923 N. 19TH STREET	76708	254-752-2227	GARY HENDRIX
TX	WACO	2211	1512 HEWITT DRIVE	76712	254-666-2909	GARY HENDRIX/DAVID FRIESZELL
TX	WACO	5120	1400 N. VALLEY MILLS DRIVE	76710	254-772-7200	JACK C. HARTNETT
TX	WACO	6314	5517 BAGBY AVENUE	76711	254-662-0677	JUDITH A. BARNETT TRUST A
TX	WAKE VILLAGE	3646	4706 W SEVENTH	75501	903-838-4949	THOMAS A. CURTIS
TX	WALLER	3132	31122 FM 2920	77484	936-372-9119	D.L. ROGERS CORP.
TX	WAXAHACHIE	6344	3298 SOUTH I-35 EAST	75167	972-923-1498	ALIGO, LTD.
TX	WAXAHACHIE	3232	1104 FERRIS AVENUE	75165	972-937-6121	JAY JIROUS/MARVIN D. JIROUS 2013 TRUST
TX	WAXAHACHIE	6551	2971 US HIGHWAY 77 NORTH	75165	972-937-8687	PATRICK M. LEAR
TX	Weatherford	6812	2082 Mineral Wells Hwy	76088	0000000000	ALIGO, LTD.
TX	WEATHERFORD	3228	1002 S. MAIN STREET	76086	817-594-5780	DAN WINTERS/RON CRABBE (DECSD)
TX	WEATHERFORD	4621	1201 N. MAIN STREET	76086	817-599-0670	DCW INVESTMENTS, INC./RON CRABBE (DECSD)
TX	WEATHERFORD	3202	3051 FORT WORTH HIGHWAY	76087	682-239-2606	DCW INVESTMENTS, L.L.C./M & D INDUSTRIES CORP/RON CRABBE (DECSD)
TX	WEBSTER	3179	310 W. BAY AREA BLVD	77598	281-338-9931	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY

State	City	Location	Address	Zip	Phone	Entity
TX	WEBSTER	5440	13908 GALVESTON ROAD	77598	281-282-0169	TATERTOTEXAS LLC/KAMALPREET SINGH/SRI OPERATING COMPANY
TX	WESLACO	4179	303 N WESTGATE	78596	956-447-2275	D.L. ROGERS CORP.
TX	WEST	6141	701 WEST OAK STREET	76691	254-826-7777	GARY W. KINSLOW/MATT W. KINSLOW
TX	WEST COLUMBIA	3109	730 SOUTH COLUMBIA DRIVE	77486	979-345-5171	TATERTOTEXASMASTER, LLC.
TX	WHARTON	3133	120 W. BOLING HIGHWAY	77488	979-532-0097	CLARENCE RAINER
TX	WHITE OAK	3984	100 W. HIGHWAY 80	75693	903-297-2772	BEM, LC./DOYLE G BARTON (DECSD)
TX	WHITEHOUSE	3129	433 STATE HIGHWAY 110 N.	75791	903-202-7165	SDI OF WHITEHOUSE, TX, LLC
TX	WHITESBORO	3466	1003 N HIGHWAY 377	76273	903-564-6391	D.L. ROGERS CORP.
TX	WHITEWRIGHT	6686	2241 PETTIT PARKWAY	75491	903-364-0286	MOHAMMAD ALAQRABAWY
TX	WHITNEY	4642	1312 N BRAZOS STREET	76692	254-694-9000	DCW INVESTMENTS, INC.
TX	WICHITA FALLS	3136	4801 S.W. PARKWAY	76310	940-692-8288	BEM, LC
TX	WICHITA FALLS	3139	4115 JACKSBORO HIGHWAY	76302	940-761-1900	BEM, LC
TX	WICHITA FALLS	3231	3200 KEMP BLVD.	76308	940-692-4919	BEM, LC
TX	WICHITA FALLS	3724	4729 TAFT BLVD	76308	940-696-5161	BEM, LC
TX	WICHITA FALLS	3880	3911 SHEPPARD ACCESS RD	76306	940-855-5422	BEM, LC
TX	WICHITA FALLS	4936	3208 SEYMOUR HIGHWAY	76309	940-761-4442	BEM, LC
TX	WICHITA FALLS	5114	2407 OLD WINDTHORST ROAD	76301	940-761-6145	BEM, LC
TX	WICHITA FALLS	6083	5360 KELL BOULEVARD	76310	940-696-9449	BEM, LC
TX	WILLIS	3510	815 W MONTGOMERY ROAD	77378	936-890-0282	BRIGHT, ROBERT C., TRUSTEE (TRUST A)
TX	WILLOW PARK	5514	102 RANCH HOUSE ROAD	76087	817-441-9799	ALIGO, LTD.
TX	WILMER	4817	105 SOUTH INTERSTATE 45	75172	972-441-3332	ALIGO, LTD.
TX	WINNIE	6535	1024 HIGHWAY 124	77665	409-400-4013	JOE MCKIBBIN, SR./ROBCO ENTERPRISES, L.L.C.
TX	WINNSBORO	3128	815 S. MAIN	75494	903-342-3216	ALVIN MCQUILLIAMS
TX	WOLFFORTH	5062	7901 82ND STREET	79382	806-771-7744	RODNEY W. WARREN
TX	WOODVILLE	3118	708 SOUTH MAGNOLIA	75979	409-283-3601	SOAR RESTAURANTS II, LLC
TX	WYLDWOOD	5417	1481 HIGHWAY 71 WEST	78612	512-581-0307	MASON HARRISON RATLIFF ENTERPRISES
TX	WYLIE	3127	501 N. WILLIAMS	75098	972-442-0141	MASON HARRISON RATLIFF ENTERPRISES
TX	YOAKUM	3751	706 S. US HWY 77	77995	361-293-5995	DAVID ELLIOTT
UT	AMERICAN FORK	4879	147 NORTH WEST STATE STREET	84003	801-763-8656	MACH 1 FOODS, LLC
UT	BRIGHAM CITY	4926	825 WEST 1100 SOUTH	84302	435-723-4114	MACH 1 FOODS, LLC
UT	KEARNS	4854	6173 SOUTH COUGAR LANE	84118	801-849-8964	MACH 1 FOODS, LLC
UT	LAYTON	4431	796 W ANTELOPE DRIVE	84041	801-728-0776	MACH 1 FOODS, LLC
UT	LOGAN	4370	2355 N MAIN	84341	435-787-8263	MACH 1 FOODS, LLC
UT	MIDVALE	4329	849 E FORT UNION BLVD	84047	801-566-3833	MACH 1 FOODS, LLC

State	City	Location	Address	Zip	Phone	Entity
UT	OGDEN	6582	1241 WASHINGTON BOULEVARD	84404	801-392-2259	MACH 1 FOODS, LLC
UT	OREM	4423	406 W 800 NORTH	84057	801-227-7118	MACH 1 FOODS, LLC
UT	PROVO	5024	1296 N. STATE STREET	84604	801-377-6100	MACH 1 FOODS, LLC
UT	RIVERTON	6515	5117 WEST 13400 SOUTH	84096	801-253-5600	MACH 1 FOODS, LLC
UT	SALT LAKE CITY	4767	85 E 1300 SOUTH	84111	801-596-1599	MACH 1 FOODS, LLC
UT	SANDY	4330	10225 STATE STREET	84070	801-619-1193	MACH 1 FOODS, LLC
UT	SPANISH FORK	4935	971 NORTH MAIN STREET	84660	801-798-8680	MACH 1 FOODS, LLC
UT	VERNAL	6278	1192 WEST HIGHWAY 40	84078	435-781-0123	VERNAL DRIVE-IN, LLC
UT	WASHINGTON	4907	550 WEST TELEGRAPH STREET	84780	435-627-0143	MACH 1 FOODS, LLC
UT	WEST JORDAN	4841	1572 W 9000 SOUTH	84088	801-563-9622	MACH 1 FOODS, LLC
UT	WEST VALLEY CITY	4085	1741 WEST 3600 SOUTH	84119	801-973-0073	MACH 1 FOODS, LLC
UT	WEST VALLEY CITY	4902	4561 SOUTH 4000 WEST	84120	801-968-8450	MACH 1 FOODS, LLC
VA	ASHLAND	5836	10381 SLIDING HILL ROAD	23005	804-550-9333	SAJA RESTAURANT GROUP, LLC
VA	CARROLLTON	5224	13450 CARROLLTON BLVD.	23314	757-238-9677	MICHAEL IRONS/BARBARA IRONS
VA	CHESAPEAKE	4262	3285 WESTERN BRANCH BOULEVARD	23321	757-484-4666	MARK A. SWEENEY/ROBERT WEEDON
VA	CHESAPEAKE	4385	1216 BATTLEFIELD BLVD. NORTH	23320	757-549-9009	MICHAEL IRONS/BARBARA IRONS
VA	CHESAPEAKE	4599	969 PROVIDENCE ROAD	23464	757-361-5120	MICHAEL IRONS/BARBARA IRONS
VA	CHESAPEAKE	5456	1600 CEDAR ROAD	23322	757-410-2947	MICHAEL IRONS/BARBARA IRONS
VA	CHESTER	5625	12201 BERMUDA CROSSROAD LANE	23831	804-796-3300	SAJA RESTAURANT GROUP, LLC
VA	COLONIAL HEIGHTS	5554	457 CHARLES DIMMOCK PARKWAY	23834	804-520-7882	SAJA RESTAURANT GROUP, LLC
VA	FREDERICKSBURG	5475	10045 JEFFERSON DAVIS HIGHWAY	22407	540-710-7017	JOHN COVE COSNER, LLC
VA	FREDERICKSBURG	5815	5817 PLANK ROAD	22407	540-548-0774	JOHN COVE HARRISON, LLC
VA	FREDERICKSBURG	6464	240 MCWHIRT LOOP	22406	540-370-1616	JOHN COVE STAFFORD, LLC
VA	GLEN ALLEN	6246	11250 WEST BROAD STREET	23060	804-447-5731	SAJA RESTAURANT GROUP, LLC
VA	GLOUCESTER	4905	7060 GEO WASHINGTON MEM HWY	23061	804-694-4447	MICHAEL IRONS/BARBARA IRONS
VA	HAMPTON	4923	2001 WEST MERCURY BLVD.	23666	757-262-0985	MICHAEL IRONS/BARBARA IRONS
VA	HAMPTON	4992	200 FLOYD THOMPSON ROAD	23666	757-865-9111	MICHAEL IRONS/BARBARA IRONS
VA	MANASSAS	6711	10850 PROMENADE LANE	20109	571-719-3920	JOHN COVE, LLC
VA	MECHANICSVILLE	6208	6555 MECHANICSVILLE TURNPIKE	23111	804-730-1333	SAJA RESTAURANT GROUP, LLC
VA	MIDLOTHIAN	5777	13900 RAISED ANTLER CIRCLE	23112	804-639-2790	SAJA RESTAURANT GROUP, LLC
VA	NEWPORT NEWS	4653	12740 JEFFERSON AVE	23602	757-988-8603	MICHAEL IRONS/BARBARA IRONS

State	City	Location	Address	Zip	Phone	Entity
VA	NEWPORT NEWS	4718	11835 JEFFERSON AVENUE	23606	757-594-6141	MICHAEL IRONS/BARBARA IRONS
VA	NORFOLK	4570	2404 EAST LITTLE CREEK ROAD	23518	757-587-1500	MICHAEL IRONS/BARBARA IRONS
VA	NORFOLK	4813	1093 MILITARY HIGHWAY	23502	757-455-9555	MICHAEL IRONS/BARBARA IRONS
VA	OAK HALL	5236	7015 LANKFORD HIGHWAY	23415	757-824-5500	MICHAEL IRONS/BARBARA IRONS
VA	PORTSMOUTH	5102	5755 PORTSMOUTH BOULEVARD	23701	757-465-7093	MARK A. SWEENEY/ROBERT WEEDON
VA	RICHMOND	6317	11110 MIDLOTHIAN TURNPIKE	23235	804-379-0451	SAJA RESTAURANT GROUP, LLC
VA	RICHMOND	6443	5805 WEST BROAD STREET	23226	804-285-3026	SAJA RESTAURANT GROUP, LLC
VA	RICHMOND	6760	813 WEST CARY ST	23220	804-362-0010	SAJA RESTAURANT GROUP, LLC
VA	SOUTH HILL	5831	1110 EAST ATLANTIC STREET	23970	434-757-7515	RHETT SMITH/ARTHUR KEPES/T. SCOTT SMITH
VA	SUFFOLK	4007	1536 N. MAIN STREET	23434	757-934-3900	MARK A. SWEENEY/ROBERT WEEDON
VA	VIRGINIA BEACH	4302	3581 HOLLAND ROAD	23452	757-306-0531	MICHAEL IRONS/BARBARA IRONS
VA	VIRGINIA BEACH	4399	1137 NIMMO PARKWAY	23456	757-427-9601	MICHAEL IRONS/BARBARA IRONS
VA	VIRGINIA BEACH	4701	1916 CENTERVILLE TURNPIKE	23464	757-479-1900	MICHAEL IRONS/BARBARA IRONS
VA	VIRGINIA BEACH	4766	1014 INDEPENDENCE BLVD	23455	757-460-8181	MICHAEL IRONS/BARBARA IRONS
VA	VIRGINIA BEACH	5017	4889 VIRGINIA BEACH BLVD	23462	757-456-0492	MICHAEL IRONS/BARBARA IRONS
VA	VIRGINIA BEACH	5215	1769 LASKIN ROAD	23454	757-425-0874	MICHAEL IRONS/BARBARA IRONS
VA	WAYNESBORO	5872	108 LUCY LANE	22980	540-941-3431	SAJA RESTAURANT GROUP, LLC
VA	WILLIAMSBURG	4880	721 EAST ROCHAMBEAU DRIVE	23188	757-258-9100	MICHAEL IRONS/BARBARA IRONS
VA	WINCHESTER	5984	171 GATEWAY DRIVE	22603	540-535-7203	WINCHESTER SR II, LLC
VA	YORKTOWN	4810	2514 GEORGE WASHINGTON MEM HWY	23693	757-867-9233	MICHAEL IRONS/BARBARA IRONS
WA	BONNEY LAKE	6185	19855 SOUTH PRAIRIE ROAD EAST	98391	253-862-0254	SERJ DRIVE-INS WASHINGTON, LLC
WA	CHEHALIS	6540	655 NORTHWEST ARKANSAS WAY	98532	360-748-2950	SERJ DRIVE-INS WASHINGTON, LLC
WA	EVERETT	6813	10316 Evergreen Way	98204	000-000-0000	SERJ DRIVE-INS WASHINGTON, LLC
WA	KENT	6635	26046 116TH AVENUE SOUTHEAST	98030	253-852-0579	SERJ DRIVE-INS WASHINGTON, LLC
WA	LACEY	6514	7746 MARTIN WAY EAST	98516	360-456-4772	SERJ DRIVE-INS WASHINGTON, LLC
WA	MARYSVILLE	6660	3802 116TH STREET NE	98271	360-925-6538	SERJ DRIVE-INS WASHINGTON, LLC
WA	OLYMPIA	6544	1303 COOPER POINT ROAD SW	98502	360-943-1060	SERJ DRIVE-INS WASHINGTON, LLC
WA	PUYALLUP	6109	13609 MERIDIAN E	98374	253-841-6820	SERJ DRIVE-INS WASHINGTON, LLC
WA	SPOKANE	6634	10421 NORTH NEWPORT HIGHWAY	99218	509-464-1101	ALFREDO TREVINO/SRI OPERATING COMPANY
WA	SPOKANE	5525	1313 NORTH RUBY STREET	99202	509-328-2222	GUERNSEY HOLDINGS SDI ID LLC
WA	TACOMA	6221	5114 6TH AVENUE	98465	253-759-0568	SERJ DRIVE-INS WASHINGTON, LLC

State	City	Location	Address	Zip	Phone	Entity
WA	TACOMA	6619	9810 PACIFIC AVENUE	98444	253-531-5444	SERJ DRIVE-INS WASHINGTON, LLC
WA	VANCOUVER	5887	850 SE 192ND STREET	98683	360-891-6646	SHV 3 LLC
WI	SUN PRAIRIE	6401	2564 IRONWOOD DRIVE	53590	608-825-0070	BOOM ENTERPRISES, LLC
WI	WEST MILWAUKEE	6086	2080 MILLER PARKWAY	53219	414-384-8844	AMEEN POONJA
WV	BARBOURSVILLE	1715	3462 E. U.S. ROUTE 60	25504	304-733-1956	NORTH FORK DINING, L.L.C.
WV	Beckley	6840	1910 Harper Road	25801	304-254-6779	NORTH FORK HOLDINGS, L.L.C.
WV	Huntington	6847	3323 US-60	25705	304-955-5917	NORTH FORK HOLDINGS, L.L.C.
WV	MORGANTOWN	6212	361 SUNCREST TOWNE CENTRE	26505	304-598-0024	NCH HOSPITALITY, LLC
WV	PARKERSBURG	5849	1900 CAMDEN AVENUE	26101	304-422-4663	NORTH FORK DINING, L.L.C.
WV	PRINCETON	6610	1304 STAFFORD DRIVE	24740	304-425-8687	NORTH FORK HOLDINGS, L.L.C.
WV	SAINT ALBANS	6611	126 MACCORKLE AVENUE	25177	304-729-8041	NORTH FORK HOLDINGS, L.L.C.
WY	CHEYENNE	4521	2540 DELL RANGE BLVD	82009	307-632-9188	TOMMY M. FORD
WY	CHEYENNE	4694	125 S. GREELEY HIGHWAY	82007	307-432-0053	TOMMY M. FORD
WY	EVANSVILLE	6381	6793 BONANZA ROAD	82636	307-333-4959	MONTE (CLIFTON) FORD
WY	GILLETTE	6621	2309 SOUTH DOUGLAS HIGHWAY	82718	307-682-3415	SBR ENTERPRISES, LLC
WY	LARAMIE	4994	2510 GRAND AVENUE	82070	307-742-9395	TOMMY M. FORD
WY	ROCK SPRINGS	5093	97 GATEWAY BOULEVARD	82901	307-362-1960	6 FEET OVER, LLC

EXHIBIT E-2
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEES WHOSE SONIC DRIVE-INS HAD NOT OPENED AS OF JANUARY 1, 2023

Franchisees with Franchise Agreements not yet Operational as of January 2, 2023

State	City	Location #	Address	Zip	Franchisee Entity
AR	Jonesboro				ROWDEN, GREG
AR	Pottsville	6947	6878 US-64	72858	PORTER, DENNIS
CA	Citrus Heights	6837	5837 Antelope Road	95842	DHALIWAL, CHARANJIV
CA	Fillmore	6684	643 West Ventura Street	93015	Behniwal, Rajpal Singh
CA	Stockton	6895	12 West Market Street	95020	Singh, Surainder
FL	Orlando	6951	13900 Landstar Blvd.	32824	Quality Drive-Ins
ID	Bonners Ferry	6955	509909 Highway 95	83805	Kootenai Tribe of Idaho
ID	Eden	6835	1017 S 1150 E	83325	Willie, Daniel L.
IN	Westfield	6872	188 East Spring Mill Point	46074	FUGATE, TODD
MO	Ozark	6973		65721	Mason, Matthew & Friend, John
NV	Henderson	6980	1700 Railroad Pass Casino Drive	89002	Desimone Jr., Joseph M.
NY	Brooklyn				Gensler, Jonathan
OH	Harrison				KAUTZ, JAMES F.
PA	Philadelphia	6890	2201 East Butler Street	19137	PARIKH, RONAK (SOAR)
TX	Austin	6704	8602 FM 969 Road	78724	RATLIFF, REEDER E.
TX	Canton	6909	259-267 Veterans Memorial Parkway	75103	ROGERS, DARRELL L.
TX	El Campo				MERSIOSKY, MICHAEL E.
TX	Greenville	6975	3004 Interstate 30	75402	Butt, Tarik
TX	Hitchcock	6962	9000 Schiro Road	77563	Karedia, Karim
TX	Palmview	6974	1116 East Veterans Blvd.	78572	TREVINO, ALFREDO
TX	Prosper	6982	3500 E. First Street	75078	PROSPER INDEPENDENT SCHOOL DISTRICT
TX	Refugio	6964	526 North Alamo Street	78377	PUNJWANI, TAJUDDIN

EXHIBIT E-3
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

DEVELOPERS

Sonic Developers as of January 2, 2023

Name	States Included in the Development or SSCA Agreement
CLARK, LARRY	AK
BATCHELLER, JAMES P.	AL
GRAVLEE, JOHNOTHAN BLY	AL
PRAY, GABE	AL
Quality Drive-Ins	AL, FL
MCMILLAN, CHRISTOPHER	AL, FL, GA
PORTER, DENNIS	AR
ROWDEN, GREG	AR
VENTURA, OFIR	AZ
BOBBY MERRITT ESTATE	AZ, NV
RATLIFF, REEDER E.	AZ, TX
BOPARAI, GURPREET	CA
DHALIWAL, CHARANJIV	CA
Dhanda, Benny	CA
GELWIX, MAX D.	CA
Kadakia, Ashutosh (Greens Travel)	CA
LEE, DENISE	CA
NASIM, OMAIR	CA
Singh, Surainder	CA
WESSELINK, RICHARD	CA
Behniwal, Rajpal Singh	CA
BEARD JR., WILLIAM DAVID	CO
SIGLER, P. DEAN	CO
SINGH, SURJEET	CO
ZACHER, JOE	CO
AHMED, MIR SABBIR	CT
MLODINOFF, CADE	FL
WATKINS, R. TRENT	FL
WENDT, ANDREW PATRICK	FL
WALLER, MIKE	GA
ATTICUS FRANCHISE GROUP	GA, SC, TX
Prather, Edwin	HI
FLATIN, LUCAS	IA
MORRISON, BRYANT D.	IA
SMITH, KENNETH V.	IA, IL
PARIKH, RONAK (SOAR)	IA, MI, NY, PA
Willie, Daniel L.	ID
Kootenai Tribe of Idaho	ID
JAMES, MIKE	ID, IL, LA, MO, MT, WA
NASER, RAED	IL
RAZA, BABAR	IL
FUGATE, TODD	IN

Sonic Developers as of January 2, 2023

Name	States Included in the Development or SSCA Agreement
KERIWALA, DREW	IN
STAUFFER, JACOB W.	IN, KY, OH, VA, WV
VAN DORN, MARK	KS
GUTHRIE, PENNY	KY
KAUTZ, JAMES F.	KY, OH
COMPASS	LA
ROGERS, DARRELL L.	LA, MO, NC, SC, TX
STACK, CHRISTOPHER D.	MA, RI
JHAVER, NOORDIN (Sweetwater)	MO
Mason, Matthew & Friend, John	MO
UMSTATTD, KEVIN	MO
FABER	MS
MCCLAIN, RONALD G.	MS
SOLBERG, RONALD A.	MS, TN
Belden, Michael	NC
MORRIS JR., A. R.	NC, SC
SAKAK, ABBAS SEYED	ND
ESCH, INC.	NE
CAIN, TAYLOR	NV
Desimone Jr., Joseph M.	NV
Kelleher, Timothy	NV, UT
Gensler, Jonathan	NY
HART, SPENCER	NY
MCGOWAN, WILLIAM	NY
Shah, Sachin	NY
SHARMA, VIJAY	NY
MOORE, JOE	OK
WINTERS, CHRIS	OK
PARROTT, STACY	OR
WHALEN, CHRISTOPHER	PA
LITMAN, JACK	PA
PATT, JOSHUA	PA
IRONS, MICHAEL	SC
WATSON, DAVID	TN
ALAQRABAWY, MOHAMMAD	TX
AZAM, MOHAMMED	TX
BARNETT JR., DALLAS CODY	TX
BARTON, THELMA	TX
Butt, Tarik	TX
Clifton, Lincoln	TX
DHANANI, GHULAM R.	TX
ERVIN, RICHARD	TX

Sonic Developers as of January 2, 2023

Name	States Included in the Development or SSCA Agreement
FLENCHER, BENJAMIN (RYAN)	TX
HOMER, MARK	TX
Judson, Matthew	TX
Karedia, Karim	TX
MAKHANI, SOPHIA	TX
MAKNOJIA, RIYAZ	TX
MCQUILLIAMS, ALVIN	TX
MERSIOSKY, MICHAEL E.	TX
MOMIN, RIYAZALI	TX
PROSPER INDEPENDENT SCHOOL DISTRICT	TX
PUNJWANI, TAJUDDIN	TX
Roach, Christopher Alan	TX
SAHIHI, MASON	TX
SHARAF, ALI (DECSD)	TX
Singh, Charanjit	TX
SINGH, KAMALPREET	TX
TREVINO, ALFREDO	TX
WARREN, RODNEY W.	TX
Doan, Brent	UT
Verma, Vishi	UT
Chaniyara, Bhavesh & Sangita	VA
COVEY, STEVE	VA
ORLANDO, JUSTIN	VA
SERJ DRIVE-INS WASHINGTON, LLC	WA

EXHIBIT E-4
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEES WHO CEASED TO DO BUSINESS UNDER A LICENSE AGREEMENT

FRANCHISEES WHO HAD OUTLETS CEASE TO OPERATE UNDER THEIR AGREEMENTS

Terminations, Non-Renewals, & Ceased Operations - Other Reasons

Count	Franchisee	City	State	Phone
1	WILLIAMS, JAMES T. (DECSD)	CONWAY	AR	(918) 346-2017
1	MERRITT, KENNETH	PAYSON	AZ	480-778-0878
1	GELWIX, MAX D.	SAN DIEGO	CA	760-509-8931
1	ROSENGART, RUSSELL	GARDEN CITY	GA	912-687-0270
1	WOLKEN, HAL R.	BARTLETT	IL	847-907-9660
1	POONJA, AMEEN	CHERRY VALLEY	IL	847-840-2064
1	HOEME, KELLY T.	SCOTT CITY	KS	620-874-1132
1	GIPSON, JIMMIE	BOWLING GREEN	KY	270-843-3252
3	PARIKH, RONAK (SOAR)	LOUISVILLE	KY	(214) 563-7794
1	PRAY, GABE	HAMMOND	LA	985-514-5145
1	TUCKER, LARRY	ST. JAMES	LA	225-752-5140
1	STAUFFER, JACOB W.	SIKESTON	MO	417-293-3332
2	ROGERS, DARRELL L.	SPRINGFIELD	MO	817-527-7820 x101
1	IRONS, MICHAEL	LEXINGTON	NC	803-714-9888 x113
1	FABRIS, JAMES T.	TOTOWA	NJ	973-237-1320
1	VAN DORN, DWIGHT (DESCD)	ENID	OK	580-256-2800
2	WARREN, RODNEY W.	SALEM	OR	806-687-3758
1	FERRACCIO, JOSEPH J.	WEXFORD	PA	724-339-8275
1	CASTLEBERRY, ROGER	AMARILLO	TX	806-354-9660 x303
1	ATTICUS FRANCHISE GROUP	ARLINGTON	TX	(954) 253-8710
1	CHOWDHURY, MASUD J.	ARLINGTON	TX	972-709-3599
5	RATLIFF, REEDER E.	AUSTIN	TX	405-826-8150
1	Crull, Mark / Curtis, Thomas	CORPUS CHRISTI	TX	(361) 782-8075
2	ALAQRABAWY, MOHAMMAD	DALLAS	TX	469-358-4339
1	MAKHANI, SOPHIA	DILLEY	TX	210-875-5250
1	BOBBY MERRITT ESTATE	EL PASO	TX	575-644-9992
1	GARZA, JOEL	HOUSTON	TX	281-969-8208
1	CURTIS, THOMAS A.	JEFFERSON	TX	210-930-4674
1	MANN JR., ROBERT E.	LAREDO	TX	281-361-6171
1	DAVIS, ELBERT E.	MARSHALL	TX	903-407-0678
2	DHAROD, SUNIL	SAN ANTONIO	TX	972-644-9494
1	MCCANS, BILL (DECSD)	WICHITA FALLS	TX	817-696-9800 x114
8	RAMSEY, RICHARD A.	KENNEWICK	WA	425-582-9673
50	**CLOSURES**			

Transfers of Outlet from Franchisees to New Owners (other than the Franchisor)

Count	Franchisee Name	City	State	Phone
6	BOBBY MERRITT ESTATE	SIERRA VISTA	AZ	575-644-9992
7	ZACHER, JOE	CASTLE ROCK	CO	720-272-0911
5	HOMER, MARK	MELBOURNE	FL	903-517-9849
2	Quality Drive-Ins	PERRY	FL	(212) 301-0770
1	LAND, PAUL	CALHOUN	GA	706-625-0178
1	WALLER, MIKE	CORDELE	GA	478-972-1244
10	MCCANS, BILL (DECSD)	MOULTRIE	GA	817-696-9800 x114
3	MACKENZIE, MARC (Dec'd)	SAINT MARY'S	GA	501-945-0355
2	JANKAY, BALAJI	ELLSWORTH	KS	512-791-4747
1	BILLINGTON, RUSTY	LYONS	KS	316-283-0975
1	WOOD, JARED	STERLING	KS	501-730-3628
3	KECK, JOHN BILL	CORBIN	KY	606-528-4043
5	FRANKE, JOHN R.	SAINT PAUL	MN	630-532-1936
4	JOHNSON, BRENT L.	SAINT ROBERT	MO	417-326-8735 x2
4	FLATIN, LUCAS	HASTINGS	NE	785-250-4518
1	MASCIA, THOMAS P. (Estate)	FRANKLIN PARK	NJ	732-926-9100
5	ELLEDGE, MARK C.	ROCHESTER	NY	585-545-0565
1	WILLIAMS, KYLE	CHEROKEE	OK	580-747-2112
1	MCDANIEL, JANA	OKARCHE	OK	405-818-8016
3	ERVIN, RICHARD	BEND	OR	817-329-9270 x12
1	BOWEN, ROBERT	SMITHFIELD	RI	
1	HIERS, W. THURSTON	WALTERBORO	SC	843-549-1565
21	WATSON, DAVID	COLUMBIA	TN	615-567-6557
1	HAINES, BLAKE L.	FRANKLIN	TN	615-567-6557
1	RAINER, CLARENCE	COLUMBUS	TX	979-732-7849
1	MCKEE, GREG	COMANCHE	TX	325-330-0566
1	ALAQRABAWY, MOHAMMAD	GARLAND	TX	469-358-4339
33	CLARK, DENNIS H.	GRANBURY	TX	817-329-7343
2	CARTER, DAVID W.	HURST	TX	817-481-1900 x223
1	RHOADES, RICHARD	PALACIOS	TX	361-972-0842
1	ROBERTSON, JIM V.	PALESTINE	TX	405-275-1882 x256
1	PAGE, KEITH	ROWLETT	TX	469-338-5235
1	PATEL, KIRANKUMAR	Segovia	TX	325-446-3193
1	ALAQRABAWY, MOHAMMAD	GARLAND	TX	469-358-4339
6	BOBBY MERRITT ESTATE	SIERRA VISTA	AZ	575-644-9992
7	ZACHER, JOE	CASTLE ROCK	CO	720-272-0911
5	HOMER, MARK	MELBOURNE	FL	903-517-9849
2	Quality Drive-Ins	PERRY	FL	(212) 301-0770
1	LAND, PAUL	CALHOUN	GA	706-625-0178
1	WALLER, MIKE	CORDELE	GA	478-972-1244
132	**Transfers**			

EXHIBIT E-5
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

DEVELOPERS WHO HAD A DEVELOPMENT AGREEMENT TERMINATED

Sonic Developers Who Had a Development Agreement Terminated
As of January 1, 2023

Developer's Name	State	Telephone
Bryson, Carlton Keith	AR	870-335-5202
Jhaver and Lalani (Sweetwater)	FL	601-876-3374
Mcmillan, Christopher	GA, FL	850-257-4876
Mcclain, Ronald G.	MS	601-914-3401 x229

EXHIBIT F
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Sonic Franchising LLC

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

Financial Statements as of January 1, 2023 and January 2, 2022 and for the Years Ended January 1, 2023 , January 2, 2022 and January 3, 2021 and Independent Auditors' Report

SONIC FRANCHISING LLC

TABLE OF CONTENTS

	Page
Independent Auditors' Report	1
Balance Sheets	3
Statements of Income	4
Statements of Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7

KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

The Board of Managers and Member
Sonic Franchising LLC:

Opinion

We have audited the financial statements of Sonic Franchising LLC (the Company), which comprise the balance sheets as of January 1, 2023 and January 2, 2022, and the related statements of income, member's equity, and cash flows for the fiscal years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of January 1, 2023 and January 2, 2022, and the results of its operations and its cash flows for the fiscal years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter

The financial statements of the Company as of and for the fiscal year ended January 3, 2021 were audited by another auditor, who expressed an unmodified opinion on those statements on March 25, 2021.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Atlanta, Georgia
March 23, 2023

SONIC FRANCHISING LLC
BALANCE SHEETS
(In thousands)

	January 1, 2023	January 2, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 542	$ 537
Accounts and notes receivable, net of allowance of $42 and $146, respectively	4,948	4,935
Total current assets	5,490	5,472
Intangible assets, net	36,606	39,438
Receivable from Affiliates	—	7,314
Total assets	$ 42,096	$ 52,224
LIABILITIES AND MEMBER'S EQUITY		
Current deferred revenue	$ 668	$ 823
Noncurrent deferred revenue	5,740	5,511
Franchisee deposits and other liabilities	3,924	3,676
Total liabilities	10,332	10,010
Commitments and contingencies (Note 5)		
Member's equity	31,764	42,214
Total liabilities and member’s equity	$ 42,096	$ 52,224

See accompanying notes to financial statements.

SONIC FRANCHISING LLC
STATEMENTS OF INCOME
(In thousands)

	Year Ended January 1, 2023	Year Ended January 2, 2022	Year Ended January 3, 2021
Revenues:			
Franchise fees and royalty revenues	$ 50,030	$ 51,949	$ 49,003
Franchise fees and royalty revenues from Affiliates	7,865	8,370	6,685
Total revenues	57,895	60,319	55,688
Costs and expenses:			
Royalty fees to Affiliates	47,058	48,263	46,043
General and administrative	726	1,131	2,231
Amortization	2,833	2,833	2,833
Total costs and expenses	50,617	52,227	51,107
Operating income	7,278	8,092	4,581
Interest expense (income), net	(7)	5	(51)
Net income	$ 7,285	$ 8,087	$ 4,632

See accompanying notes to financial statements.

SONIC FRANCHISING LLC
STATEMENTS OF MEMBER'S EQUITY
(In thousands)

	Member's equity
Balance at December 29, 2019	$ 54,398
Distributions to Parent, net	(4,262)
Net income	4,632
Balance at January 3, 2021	$ 54,768
Distributions to Parent, net	(20,641)
Net income	8,087
Balance at January 2, 2022	$ 42,214
Distributions to Parent, net	(17,735)
Net income	7,285
Balance at January 1, 2023	$ 31,764

See accompanying notes to financial statements.

SONIC FRANCHISING LLC
STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended January 1, 2023	Year Ended January 2, 2022	Year Ended January 3, 2021
Cash flows from operating activities:			
Net income	$ 7,285	$ 8,087	$ 4,632
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of intangible assets	2,833	2,833	2,833
Changes in operating assets and liabilities:			
Accounts receivable and other assets	7,300	9,437	(3,489)
Deferred revenue and other liabilities	322	282	290
Net cash provided by operating activities	17,740	20,639	4,266
Cash flows from financing activities:			
Distributions to Parent, net	(17,735)	(20,641)	(4,262)
Net cash used in financing activities	(17,735)	(20,641)	(4,262)
Net increase (decrease) in cash and cash equivalents	5	(2)	4
Cash and cash equivalents at beginning of the period	537	539	535
Cash and cash equivalents at end of the period	$ 542	$ 537	$ 539

See accompanying notes to financial statements.

1. DESCRIPTION OF BUSINESS

Sonic Franchising LLC (the "Company") is a single-member limited liability company established on March 23, 2011. The Company's sole owner is Sonic Capital LLC (the "Parent"), which is an indirect wholly-owned subsidiary of Sonic LLC. Sonic LLC is an indirect wholly-owned subsidiary of Sonic Holding Company ("Sonic"). Sonic is a direct wholly-owned subsidiary of IRB Holding Corp., which is an indirect wholly-owned subsidiary of Inspire Brands, Inc. ("Inspire"), the ultimate parent. The Company has material transactions with the Parent, Sonic, Inspire and subsidiaries of each (collectively, the "Affiliates").

The Company franchises a chain of quick-service restaurants in the United States ("U.S."). Revenues are derived primarily from royalties from Sonic franchisee and Affiliate license agreements entered into after May 20, 2011.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying financial statements include the accounts of the Company and have been prepared in accordance with accounting principles generally accepted in the U.S. ("GAAP").

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) "the year ended January 1, 2023" or "2022," (2) "the year ended January 2, 2022" or "2021," and (3) "the year ended January 3, 2021" or "2020." The years 2022 and 2021 consisted of 52 weeks and the year 2020 consisted of 53 weeks.

Cash Equivalents

Cash equivalents consist of highly liquid investments, primarily money market accounts that mature in three months or less from the date of purchase, and depository accounts.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

Accounts and Notes Receivable, net

Accounts and notes receivable, net consisted of royalties and other trade receivables. The Company's accounts and notes receivable are primarily due from franchisees, all of whom are in the restaurant business.

Interest accrues on notes receivable based on the contractual terms of the respective note. The Company monitors accounts and notes receivable for delinquency and provides for estimated losses for specific receivables that are not likely to be collected. In addition to allowances for specific receivables, the Company estimates a provision for bad debts based on historical experience. Account balances generally are charged against the allowance when the Company believes it is probable that the receivable will not be collected.

Intangible Assets, net

The Company's intangible assets subject to amortization consist of franchise agreements. Amortization expense is calculated using a straight-line method over the asset's expected useful life.

The Company reviews definite lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the related asset groups may not be recoverable. If such reviews indicate the intangible asset

may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset. During the years ended January 1, 2023, January 2, 2022, and January 3, 2021, no impairment was indicated.

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

The Company's franchisees and Affiliates pay royalties based on a percentage of sales. Royalties are recognized as revenue when they are earned. Franchise Drive-In openings typically occur as a result of existing development agreements. Each development agreement gives a developer the exclusive right to construct, own and operate Sonic Drive-Ins within a defined area. In exchange, each developer agrees to open a minimum number of Sonic Drive-Ins in the area within a prescribed time period. Franchisees who enter into development agreements typically pay a fee, which is credited against the initial franchise fees due when Sonic Drive-Ins are opened. The initial franchise fees are paid for services provided relating to the sale of the franchise license. These fees are deferred and recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Any unamortized portion of the initial franchise fee will be presented in the balance sheet as "Current deferred revenue" and "Noncurrent deferred revenue."

Income Taxes

The Company is a single-member limited liability company which has not elected to be taxed as an association, and consequently, is not subject to U.S. federal and state income taxes. Federal and state income taxes are the responsibility of the Parent. Therefore, no U.S. or state income taxes or deferred tax assets or liabilities have been recorded in the financial statements.

Fair Value Measurements

The Company's financial instruments include cash and accounts receivable. The fair value of cash and accounts receivable approximate book value due to their short-term nature. Asset groups containing other definite-lived assets are tested for impairment if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during the current year.

For certain of the Company's assets and liabilities, valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

Level 1 Inputs: Quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs: Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 Inputs: Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

Contributions from and Distributions to Parent

Contributions from and distributions to Parent principally result from transactions with the Parent conducted in accordance with Inspire's centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Parent on a net basis on the statements of member's equity and on a net basis as a financing activity on the statements of cash flows.

Subsequent Events

In preparing the financial statements, the Company has reviewed and considered all significant events occurring subsequent to January 1, 2023 and up until March 23, 2023, the date the financial statements were available to be issued.

New Accounting Pronouncements Not Yet Adopted

Credit Losses (ASU 2016-13)

In June 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-13, *"Financial Instruments - Credit Losses (Topic 326)",* which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. The new guidance has replaced the incurred loss methodology of recognizing credit losses on financial instruments with a methodology that estimates the expected credit loss on financial instruments and reflects the net amount expected to be collected on the financial instrument. The standard is effective for the Company in its first quarter of fiscal 2023 and any impact upon adoption will be reflected retrospectively. The Company does not expect this pronouncement will have a material impact on its financial statements and related disclosures.

3. INTANGIBLE ASSETS, NET

The carrying value of the Company's intangible assets consists of the following:

		2022			2021		
(dollars in thousands)	Weighted-average useful life	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Franchise agreements	17 years	48,116	(11,510)	36,606	48,116	(8,678)	39,438

Amortization expense related to intangible assets for the next five fiscal years and thereafter is as follows:

(dollars in thousands)	Total
Estimate for fiscal year:	
2023	2,830
2024	2,830
2025	2,830
2026	2,831
2027	2,831
Thereafter	22,454
	$ 36,606

4. REVENUE RECOGNITION

As of January 1, 2023, January 2, 2022 and January 3, 2021, contract liabilities (deferred revenue included in current and long-term liabilities) were $6.0 million, $6.1 million and $6.4 million, respectively. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is generally recognized on a straight-line basis over the remaining term of the related agreement. The Company recognized $1.0 million, $0.9 million and $0.7 million of revenues associated with prior year deferred franchise fees for the fiscal years ended January 1, 2023, January 2, 2022 and January 3, 2021, respectively, offset by cash payments received or due in advance of satisfying our performance obligations.

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

Fiscal Year *(dollars in thousands)*	**Total**
2023	$ 667
2024	581
2025	447
2026	439
2027	437
Thereafter	3,424
Total	$ 5,995

5. COMMITMENTS AND CONTINGENCIES

Securitization Notes

Various subsidiaries of Sonic (the "Sonic Co-Issuers"), through a series of securitization transactions, have issued fixed rate senior secured notes, including the 2020-1 Class A-2 I Senior Secured Fixed Rate Notes and 2020-1 Class A-2 II Senior Secured Fixed Rate Notes (together the "2020 Fixed Rate Notes"), the 2021-1 Class A-2-I Senior Secured Fixed Rate Notes and 2021-1 Class A-2-II Senior Secured Fixed Rate Notes (together the "2021 Fixed Rate Notes"), and variable funding notes (the "Sonic 2020 Variable Funding Notes"), collectively referred to as the "Sonic Securitization Notes." The Sonic 2020 Variable Funding Notes allow for the issuance of up to $25.0 million of Sonic 2020 Variable Funding Notes and certain other credit instruments, including letters of credit of $25.0 million, in support of various Sonic subsidiary obligations. The Sonic Co-Issuers and the Company hold substantially all of Sonic's franchising assets and real estate. The Sonic Securitization Notes are secured by franchise fees, royalty payments and lease payments, and the repayment of the Sonic Securitization Notes are expected to be made solely from the income derived from the Sonic Co-Issuers' assets. In addition, the Company has guaranteed the obligations of the Sonic Co-Issuers under the Sonic Securitization Notes through the maturity dates of January 2050 and August 2051 for the 2020 Fixed Rate Notes and 2021 Fixed Rate Notes, respectively, and pledged substantially all its assets to secure those obligations.

As of January 1, 2023, approximately $1,459.3 million was outstanding under the Sonic Securitization Notes. As of January 1, 2023, the Co-Issuers had approximately $12.5 million in outstanding borrowings under the Sonic 2020 Variable Funding Notes, exclusive of $12.5 million of outstanding letters of credit. As of January 1, 2023, there was no remaining capacity for future borrowings.

Legal Matters

The Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its financial position, results of operations or cash flows.

6. RELATED-PARTY TRANSACTIONS

The Company entered into an agreement with an Affiliate to license Sonic trademarks and trade names. The Company is required to pay a percentage of its earned revenue to the Affiliate. Payments are calculated by applying an effective rate (royalty fees billed divided by the related monthly net sales) less 0.5% to the net sales associated with the royalty fees collected during the month. Fees charged to the Company are included in "Royalty fees to Affiliate" on the accompanying Statements of Income. As a result of this related party license agreement, results of operations of the Company may not be indicative of those that would have been achieved had the Company operated on a stand-alone basis.

******

Sonic Industries Services LLC and Subsidiaries

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

Consolidated Financial Statements as of January 1, 2023 and January 2, 2022 and for the Years Ended January 1, 2023 and January 2, 2022 and Independent Auditors' Report

SONIC INDUSTRIES SERVICES LLC AND SUBSIDIARIES

TABLE OF CONTENTS

	Page
Independent Auditors' Report	1
Consolidated Balance Sheets	3
Consolidated Statements of Income	4
Consolidated Statements of Equity	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7

KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

The Member
Sonic Industries Services LLC:

Opinion

We have audited the consolidated financial statements of Sonic Industries Services LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of January 1, 2023 and January 2, 2022, and the related consolidated statements of income, equity, and cash flows for the fiscal years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 1, 2023 and January 2, 2022, and the results of its operations and its cash flows for the fiscal years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1 to the consolidated financial statements, on December 31, 2022 the Company, which was formerly known as Sonic Industries Services Inc., was converted from a corporation into a limited liability company. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Atlanta, Georgia
March 23, 2023

SONIC INDUSTRIES SERVICES LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	January 1, 2023	January 2, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 38,691	$ 33,883
Restricted cash and cash equivalents	5,343	5,403
Accounts and notes receivable, net	28,169	30,268
Notes receivable from IRB	12,475	12,000
Prepaid expenses and other current assets (includes $0 and $3,301 from Affiliates, respectively)	2,651	6,865
Total current assets	87,329	88,419
Property and equipment, net	161,531	177,571
Goodwill	822,553	822,553
Intangible assets, net	1,316,152	1,358,697
Other assets	7,071	6,847
Total assets	$ 2,394,636	$ 2,454,087
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 16,044	$ 16,205
Accounts payable	9,678	1,505
Current portion of deferred revenue	1,790	2,214
Other current liabilities	81,359	94,281
Total current liabilities	108,871	114,205
Long-term debt, net	1,429,453	1,442,424
Deferred tax liabilities, net	317,751	330,539
Deferred revenue	13,003	13,705
Other liabilities	12,105	10,529
Commitments and contingencies (Note 11)		
Equity:		
Common stock, par value $0.01; 5,000,000 shares authorized; 2,000,000 shares issued and outstanding as of January 2, 2022	—	20
Additional paid-in capital	—	542,665
Member's equity	513,453	—
Total equity	513,453	542,685
Total liabilities and equity	$ 2,394,636	$ 2,454,087

See accompanying notes to consolidated financial statements.

SONIC INDUSTRIES SERVICES LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(In thousands)

	Year Ended January 1, 2023	Year Ended January 2, 2022
Revenues:		
Franchise fees and royalty revenues (includes $18,708 and $18,199 from Affiliates, respectively)	$ 240,343	$ 257,153
Rental income (includes $11,451 and $12,870 from Affiliates, respectively)	19,357	21,410
Other revenues (includes $17,634 and $18,846 from Affiliates, respectively)	41,276	28,817
Total revenues	300,976	307,380
Costs and expenses:		
General and administrative expenses (includes $29,138 and $35,051 from Affiliates, respectively)	78,158	81,710
Depreciation and amortization	51,248	54,640
Total costs and expenses	129,406	136,350
Other operating income (loss), net	(125)	573
Operating income	171,445	171,603
Interest expense	52,224	47,506
Other (income) expense, net	(924)	3,950
Income before income taxes	120,145	120,147
Income tax expense	33,183	44,962
Net income	$ 86,962	$ 75,185

See accompanying notes to consolidated financial statements.

SONIC INDUSTRIES SERVICES LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY
(In thousands)

	Common Stock		Additional Paid-in Capital	Retained Earnings (Deficit)	Total Stockholder's Equity	Total Member's Equity
	Shares	Amount				
Balance at January 3, 2021	2,000	$ 20	$1,039,040	$ —	$ 1,039,060	$ —
Net income	—	—	—	75,185	75,185	—
Distributions to Parent, net	—	—	(496,375)	(75,185)	(571,560)	—
Balance at January 2, 2022	2,000	$ 20	$ 542,665	$ —	$ 542,685	$ —
Net income	—	—	—	86,962	86,962	—
Distributions to Parent, net	—	—	(29,232)	(86,962)	(116,194)	—
Conversion of corporation to limited liability company	(2,000)	(20)	(513,433)	—	(513,453)	513,453
Balance at January 1, 2023	—	$ —	$ —	$ —	$ —	$ 513,453

See accompanying notes to consolidated financial statements.

SONIC INDUSTRIES SERVICES LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended January 1, 2023	Year Ended January 2, 2022
Cash flows from operating activities:		
Net income	$ 86,962	$ 75,185
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	51,248	54,640
Amortization of debt issuance costs	2,754	2,641
(Gain) loss on disposal of assets	124	(443)
Loss on extinguishment of debt	—	4,975
Deferred income tax benefit	(12,788)	(12,976)
Provision for doubtful accounts	29	351
Changes in operating assets and liabilities:		
Accounts and notes receivable	2,070	12,178
Prepaid expenses and other assets	2,477	172
Accounts payable	8,173	(3,305)
Other current liabilities	(14,083)	42,090
Net cash provided by operating activities	126,966	175,508
Cash flows from investing activities:		
Capital expenditures	(2,180)	(1,922)
Proceeds from disposition of assets	10,906	4,920
Investment in note receivable from Affiliate	(12,475)	(12,000)
Proceeds from repayment of intercompany note from Affiliate	12,000	—
Other	—	1,119
Net cash (used in) provided by investing activities	8,251	(7,883)
Cash flows from financing activities:		
Proceeds from issuance of debt	12,475	600,800
Debt repayments	(26,750)	(186,196)
Debt issuance costs and premiums paid to extinguish debt	—	(10,581)
Distributions to Parent, net	(116,194)	(571,560)
Net cash used in financing activities	(130,469)	(167,537)
Net increase in cash, cash equivalents and restricted cash	4,748	88
Cash, cash equivalents and restricted cash at beginning of the year	39,286	39,198
Cash, cash equivalents and restricted cash at end of the year	$ 44,034	$ 39,286
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 49,533	$ 44,607

See accompanying notes to consolidated financial statements.

1. DESCRIPTION OF BUSINESS

Organization and Operations

Sonic Industries Services LLC, formerly known as Sonic Industries Services Inc., (collectively, with its subsidiaries, the "Company") is a direct wholly-owned subsidiary of Sonic LLC and an indirect wholly-owned subsidiary of Sonic Holding Company ("Sonic" or "Parent"). Sonic is a direct wholly-owned subsidiary of IRB Holding Corp. ("IRB") which is an indirect wholly-owned subsidiary of Inspire Brands, Inc. ("Inspire"), the ultimate parent. The Company has material transactions with Sonic, Inspire and subsidiaries of both ("Affiliates").

On December 31, 2022 the Company was converted from a corporation into a limited liability company. At the time of the conversion, all authorized and outstanding common shares were converted to membership units in the limited liability company, which in the aggregate constitutes all of the outstanding limited liability company interests as of the year ended January 1, 2023.

The Company provides franchising services to a chain of quick-service restaurants in the United States ("U.S."). Revenues are derived primarily from royalty fees from franchisees and Affiliates. The Company also leases real estate to franchisees and Affiliates.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

In 2021, the Parent undertook a transaction by which entities under common control, SRI Real Estate Holding LLC and its subsidiary SRI Real Estate Properties LLC, became subsidiaries of the Company. The accompanying consolidated financial statements have been retrospectively adjusted for this transaction, which resulted in an increase of $171.2 million to "Additional paid-in capital" as of January 3, 2021.

Use of Estimates in the Preparation of the Consolidated Financial Statements

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) "the year ended January 1, 2023" or "2022" and (2) "the year ended January 2, 2022" or "2021." The years 2022 and 2021 consisted of 52 weeks.

Cash Equivalents

Cash equivalents consist of highly liquid investments, primarily money market accounts that mature in three months or less from the date of purchase, and depository accounts.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

Restricted Cash and Cash Equivalents

As of January 1, 2023 and January 2, 2022, the Company had restricted cash and cash equivalents for funds required to be held in trust for the benefit of noteholders to service obligations under its debt arrangements.

Accounts and Notes Receivable, net

Accounts and notes receivable, net consist of royalties and other trade receivables. The Company's accounts and notes receivable are primarily due from franchisees, all of whom are in the restaurant business.

Interest accrues on notes receivable based on the contractual terms of the respective note. The Company monitors accounts and notes receivable for delinquency and reserves for estimated losses for specific receivables that are not likely to be collected. In addition to allowances for specific receivables, the Company estimates a provision for bad debts based on historical experience. Account balances generally are charged against the allowance when the Company believes it is probable that the receivable will not be collected.

Property and Equipment, net

Property and equipment are stated at cost, including internal costs of employees to the extent such employees are dedicated to specific restaurant construction projects, less accumulated depreciation. Depreciation of property and equipment is computed on the straight-line basis using estimated useful lives of the related major classes of property and equipment. Estimated useful lives are 3 to 15 years for office and restaurant equipment, 3 to 5 years for transportation equipment, 7 to 40 years for buildings and 7 to 25 years for site improvements. Finance lease assets and leasehold improvements are amortized and depreciated over the shorter of the estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed. The Company tests goodwill by reporting unit for impairment annually during the fourth quarter, or more frequently if events or changes in circumstances indicate that it may be impaired.

The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company performs a quantitative impairment test of goodwill. The Company estimates the fair value of the reporting unit using an income approach through a discounted cash flow analysis using unobservable inputs (Level 3) and relevant data from the guideline transaction approach and guideline public companies market approach. Significant assumptions and estimates used in determining fair value include future revenues and cash flows, terminal value, a discount rate that approximates the reporting unit's weighted average cost of capital and a selection of multiples for comparable publicly traded companies as guidelines for determining fair value under the market approach.

During 2022 and 2021, the Company completed its impairment test for goodwill and no impairment was indicated.

Indefinite-lived Intangibles and Other Definite-lived Assets

Indefinite-lived Intangibles

The Company reviews indefinite-lived intangible assets for impairment at least annually during the fourth quarter and more frequently if events or changes in circumstances indicate that the carrying amount of the indefinite-lived intangible asset may not be recoverable. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount, the Company performs a quantitative impairment test. If such reviews indicate the intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset.

The Company uses the relief from royalty method to determine the fair value of its trademark/trade name. Significant assumptions and estimates used in determining fair value include future revenues, the royalty rate, terminal value, and a discount rate.

During the years 2022 and 2021, the Company completed its impairment test for its indefinite-lived intangible asset and no impairment was indicated.

Definite-lived Assets

Definite-lived intangible assets are amortized on a straight-line basis using estimated useful lives of the related classes of intangible assets. The Company reviews definite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the related asset groups may not be recoverable. If such reviews indicate the intangible asset may not be recoverable, an impairment loss would be recognized for the excess of the carrying amount over the fair value of the intangible asset.

The Company reviews property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The asset groups are not recoverable if their carrying value is less than the undiscounted cash flows we expect to generate from such asset groups. If the asset groups are not deemed to be recoverable, impairment is measured based on the excess of their carrying value over their fair value.

Surplus property assets are carried at the lower of depreciated cost or fair value less cost to sell. The majority of the value in surplus property is land. Fair values are estimated based upon management's assessment as well as independent market value assessments of the assets' estimated sales values.

During the years 2022 and 2021, no impairment was indicated.

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation.

Franchise fees and royalty revenues

The Company's franchisees and Affiliates pay royalties based on a percentage of sales. Royalties are recognized as revenue when they are earned. Franchise Drive-In openings typically occur as a result of existing development agreements. Each development agreement gives a developer the exclusive right to construct, own and operate Sonic Drive-Ins within a defined area. In exchange, each developer agrees to open a minimum number of Sonic Drive-Ins in the area within a prescribed time period. Franchisees who enter into development agreements typically pay a fee, which is credited against the initial franchise fees due when Sonic Drive-Ins are opened. The initial franchise fees are paid for services provided relating to the sale of the franchise license. These fees are deferred and recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Any unamortized portion of the initial franchise fee will be presented in the consolidated balance sheets as "Current portion of deferred revenue" and "Deferred revenue."

Rental income

"Rental income" from real estate the Company owns and leases to others, including rental income from Affiliates, is recognized on a straight-line basis over the respective operating lease terms. Rental income for base rentals is recorded on a straight-line basis over the lease term. The differences between the straight-line rent amounts and amounts receivable under lease contracts are recorded as deferred rent assets in current or long-term assets, as appropriate. Variable lease receipts are recognized as earned, and any amounts received from lessees in advance of achieving stipulated thresholds are deferred until such thresholds are actually achieved. Deferred variable lease receipts are recorded as "Current portion of deferred revenue" in the consolidated balance sheets.

Income Taxes

The Company is included in the consolidated U.S. federal and certain state income tax returns of Inspire. The Company provides for U.S. federal and state income taxes in accordance with a formal tax sharing agreement between Inspire and its subsidiaries (the "Tax Sharing Agreement"). By providing for taxes in accordance with the Tax Sharing Agreement, the Company has prepared its income tax provision under the pro rata method by recording the Company's relative contribution to the Inspire consolidated income tax provision. Differences between the Company's income tax provision and cash flows attributable to income taxes pursuant to the provisions of the Company's Tax Sharing Agreement have been recognized as contributions from and distributions to Parent. Current amounts due to IRB or affiliates are included in "Other current liabilities."

Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and

liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rates is recognized in income in the period that includes the enactment date.

The threshold for recognizing the financial statement effects of a tax position is when it is more likely than not, based on the technical merits, that the position will be sustained upon examination by a taxing authority. Recognized tax positions are initially and subsequently measured as the largest amount of tax benefit that is more likely than not to be realized upon ultimate settlement with a taxing authority. Interest and penalties related to unrecognized tax benefits are included in income tax expense.

Debt Issuance Costs

Debt issuance costs are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the related “Long-term debt, net” or as an asset in “Other assets” related to line-of-credit arrangements and are amortized as interest expense over the term of the related debt using the effective interest method.

Contributions from and Distributions to Parent

Contributions from and distributions to Parent principally result from transactions with the Parent conducted in accordance with Inspire’s centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Parent on a net basis on the consolidated statements of equity. The net distributions in a year are first recorded to "Retained earnings", if any, until the cumulative retained earnings balance is reduced to zero. Any remaining distributions in a year are then recorded to “Additional paid-in capital,” if any, until the cumulative “Additional paid-in capital” balance is reduced to zero and are then subsequently recorded to “Accumulated deficit.” The net contributions in a year are recorded to "Additional paid-in capital." The Company presents contributions from and distributions to Parent on a net basis as a financing activity on the consolidated statements of cash flows.

Leases

The Company evaluates the contracts it enters into to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property or equipment for a period of time in exchange for consideration. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales type or direct financing lease where the Company is a lessor, based on their terms.

For operating leases, minimum lease receipts, including minimum scheduled rent increases, are recognized income where the Company is a lessor on a straight-line basis over the applicable lease terms. Certain leases contain provisions, referred to as contingent rent, that require additional rental payments based upon restaurant sales volume. Contingent rent is recognized each period as the asset is earned.

Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact the classification of and accounting for the Company's leases. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

Amounts of finance leases are recognized based on the present value of lease payments over the lease term. Lease cost for finance leases includes the amortization of the finance lease asset, which is amortized on a straight-line basis and recorded to “Depreciation and amortization,” and interest expense on the finance lease liability, which is calculated using the effective interest method and recorded to “Interest expense.” Finance lease assets are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

Fair Value Measurements

The Company’s financial instruments include cash, cash equivalents, restricted cash, accounts and notes receivable, accounts payable, and long-term debt. The fair value of cash, cash equivalents, restricted cash, accounts receivable and accounts payable approximates book value due to their short-term nature. The carrying values of goodwill and indefinite-lived intangible assets are tested annually for impairment or more frequently if an event occurs that indicates an impairment

may have been incurred, using fair value measurements with unobservable inputs (Level 3) if a quantitative impairment testing approach is taken. Asset groups containing other definite-lived assets are tested for impairment if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during the current year.

For certain of the Company's assets and liabilities, valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

Level 1 Inputs: Quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs: Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 Inputs: Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

Subsequent Events

In preparing the consolidated financial statements, the Company has reviewed and considered all significant events occurring subsequent to January 1, 2023 and up until March 23, 2023, the date the consolidated financial statements were available to be issued.

New Accounting Pronouncements Not Yet Adopted

Credit Losses (ASU 2016-13)

In June 2016, the FASB issued ASU No. 2016-13, "*Financial Instruments - Credit Losses (Topic 326)*". This update requires measurement and recognition of expected versus incurred credit losses for financial assets held. The standard is effective for the Company prospectively in our first quarter of fiscal 2023 and any impact upon adoption will be reflected through a cumulative-effect adjustment to Retained earnings as of the beginning of 2023. The Company is currently evaluating the effect that this pronouncement will have on its consolidated financial statements and related disclosures.

Reference Rate Reform (ASU 2020-04)

In March 2020, the FASB issued ASU 2020-04, *"Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting"* ("ASU 2020-04"). In January 2021, the FASB clarified the scope of this guidance with the issuance of ASU 2021-01, *Reference Rate Reform: Scope.* ASU 2020-04 provides optional expedients and exceptions for applying U.S. GAAP for contracts, hedging relationships and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate if certain criteria are met. ASU 2020-04 may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2024. The Company is currently evaluating the potential effects of the adoption of ASU 2020-04.

3. SUPPLEMENTAL BALANCE SHEET INFORMATION

Accounts and notes receivable, net consist of the following:

(dollars in thousands)	2022	2021
Royalties and fees	$ 20,116	$ 22,531
Gift cards	7,444	7,077
Other	1,581	2,585
Accounts and notes receivable, gross	29,141	32,193
Allowance for doubtful accounts	(972)	(1,925)
Total	$ 28,169	$ 30,268

Property and equipment, net consists of the following:

(dollars in thousands)	2022	2021
Owned:		
Land	$ 127,617	$ 135,045
Buildings	63,791	65,291
Restaurant and other equipment	11,125	11,517
Leasehold improvements	6,708	6,214
Construction in progress	1,207	—
Leased:		
Finance lease assets	9,733	9,550
Total property and equipment, gross	220,181	227,617
Accumulated depreciation and amortization[(a)]	(58,650)	(50,046)
Total	$ 161,531	$ 177,571

(a) Includes $7.9 million and $5.9 million of accumulated amortization related to finance lease assets as of January 1, 2023 and January 2, 2022, respectively. Depreciation expense for property and equipment was $10.8 million and $13.4 million for the year ended January 1, 2023 and January 2, 2022, respectively.

Other current liabilities consist of the following:

(dollars in thousands)	2022	2021
Gift card liability	$ 31,766	$ 36,903
Accrued payroll and incentive compensation	3,803	5,572
Accrued income taxes	43,033	42,971
Other	2,757	8,835
Total	$ 81,359	$ 94,281

4. INTANGIBLE ASSETS, NET

The Company's trademark/trade name balance was $1.1 billion as of January 1, 2023 and January 2, 2022. The carrying value of the Company's other intangible assets consist of the following:

		2022		
(dollars in thousands)	**Estimated useful life**	**Gross Carrying Amount**	**Accumulated Amortization**	**Net**
Developed technology	5 years	$ 100,000	$ (81,480)	$ 18,520
Franchise agreements	17 years	250,000	(59,807)	190,193
Computer software	1 - 7 years	44,006	(36,567)	7,439
Intangible assets		$ 394,006	$ (177,854)	$ 216,152

		2021		
(dollars in thousands)	**Estimated useful life**	**Gross Carrying Amount**	**Accumulated Amortization**	**Net**
Developed technology	5 years	$ 100,000	$ (61,417)	$ 38,583
Franchise agreements	17 years	250,000	(45,090)	204,910
Computer software	1 - 7 years	43,073	(27,869)	15,204
Intangible assets		$ 393,073	$ (134,376)	$ 258,697

(dollars in thousands)	**Total**
Aggregate amortization expense:	
Actual for fiscal year:	
2021	$ 41,282
2022	$ 40,425
Estimate for fiscal year:	
2023	35,733
2024	17,298
2025	16,684
2026	15,031
2027	14,742
Thereafter	116,664
	$ 216,152

5. LONG-TERM DEBT, NET

Outstanding debt consists of following:

(dollars in thousands)	**2022**	**2021**
Sonic Securitization Notes[(a)]	$ 1,459,287	$ 1,473,563
Finance lease obligations	1,350	2,934
Debt issuance costs, net	(15,140)	(17,868)
Total debt, net, including current portion	1,445,497	1,458,629
Less amounts payable within one year	(16,044)	(16,205)
Long-term debt, net	$ 1,429,453	$ 1,442,424

(a) As of January 1, 2023 and January 2, 2022, the fair value of the Sonic Securitization Notes was $1,213.0 million and $1,496.8 million, respectively. They are classified within Level 2, as defined under GAAP.

Aggregate annual maturities of long-term debt (excluding the effects of finance lease obligations and debt issuance costs, net) as of January 1, 2023 were as follows:

Fiscal Year ***(dollars in thousands)***	**Total**
2023	$ 14,750
2024	14,750
2025	14,750
2026	14,750
2027	617,083
Thereafter	783,204
	$ 1,459,287

Securitization Notes

Certain subsidiaries of the Company (the "Sonic Co-Issuers"), which are limited purpose, bankruptcy-remote, indirect wholly-owned subsidiaries of the Company, through a series of securitization transactions have issued fixed rate senior secured notes and variable funding notes collectively referred to as the “Sonic Securitization Notes”. The following table summarizes the Sonic Securitization Notes outstanding as of January 1, 2023:

				Interest Rate	
(dollars in thousands)	**Issuance Date**	**Anticipated Repayment Date[(a)]**	**Outstanding Principal**	**Stated**	**Effective[(d)]**
2020-1 Class A-2 I Senior Secured Fixed Rate Notes	January 2020	January 2027	$ 634,833	3.85%	4.16%
2020-1 Class A-1 Senior Variable Funding Notes	January 2020	(b)	12,475	(c)	6.51%
2020-1 Class A-2 II Senior Secured Fixed Rate Notes	January 2020	January 2030	244,166	4.34%	4.58%
2021-1 Class A-2-I Senior Secured Fixed Rate Notes	September 2021	August 2028	246,875	2.19%	2.41%
2021-1 Class A-2-II Senior Secured Fixed Rate Notes	September 2021	August 2031	320,938	2.64%	2.80%
Total			$ 1,459,287		

(a) The legal final maturity dates of the Sonic Securitization Notes issued in 2020 and 2021 are January 2050 and August 2051, respectively. If the Sonic Co-Issuers have not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant to the terms of the underlying securitization agreement (the "Sonic Indenture").

(b) The 2020-1 Class A-1 Senior Variable Funding Notes (“2020 Variable Funding Notes”) have an anticipated repayment date in January 2027 with two one-year extension options available upon certain conditions including meeting a minimum debt service coverage ratio threshold.

(c) Interest on the 2020 Variable Funding Notes will be payable at per annum rates equal to a funding cost or index plus 2%. An annual commitment fee of 0.5% is payable monthly on the unused portion of the 2020 Variable Funding Notes facility.

(d) Includes the effects of the amortization of any debt issuance costs recorded as Interest expense.

The Sonic Co-Issuers and Sonic Franchising LLC (the “Sonic Guarantor”) are existing special purpose, bankruptcy remote, subsidiaries and affiliates of the Company that hold substantially all of Sonic's franchising assets and real estate. The Sonic Securitization Notes are secured by franchise fees, royalty payments and lease payments, and the repayment of the Sonic Securitization Notes are expected to be made solely from the income derived from the Sonic Co-Issuers’ assets. In addition, the Sonic Guarantor, a subsidiary of the Company that acts as a franchisor, has guaranteed the obligations of the Sonic Co-Issuers under the Sonic Securitization Notes and pledged substantially all its assets to secure those obligations.

Interest on the Sonic Securitization Notes is payable on a monthly basis. The 2020 Variable Funding Notes allows for the issuance of up to $25.0 million of variable funding notes and certain other credit instruments, including total letters of credit of $25.0 million, in support of various Sonic subsidiary obligations. As of January 1, 2023 and January 2, 2022, the Company had $12.5 million and $12.0 million, respectively, in outstanding borrowings under the 2020 Variable Funding Notes, exclusive of $12.5 million and $12.7 million of outstanding letters of credit, respectively. The Company repaid the January 2, 2022 outstanding variable funding notes of $12.0 million in March 2022 and subsequently issued $12.5 million of variable funding notes in December 2022, proceeds of which were used to invest in a note receivable from IRB. As of January 1, 2023, there was no remaining capacity for future borrowings.

The Sonic Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type. If certain covenants or restrictions are not met, the Sonic Securitization Notes are subject to customary accelerated repayment events and events of default. Although the Company does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable. As of January 1, 2023, the Company was in compliance with all debt covenant requirements.

6. LEASES

The Company's leasing operations consist principally of leasing certain land and buildings to Affiliates and franchisees. These leases are classified as operating leases and expire over the next 15 years. Most of the leases contain renewal options at the end of the initial term for successive five-year periods. The leases provide for either a fixed monthly payment or the payment of a fixed percentage or tiered percentage ranging from 3% to 10% of the monthly gross sales resulting from the operation of the Affiliate-owned drive-ins on leased property. Rental and sublease income relating to variable lease payments was $7.8 million and $11.5 million for the years ended January 1, 2023 and January 2, 2022, respectively.

Included in the Company's consolidated balance sheets as of January 1, 2023 and January 2, 2022 are the following amounts related to assets leased to others under operating leases, where the Company is the lessor:

(dollars in thousands)	**2022**	**2021**
Land	$ 58,775	$ 67,270
Buildings	29,390	32,118
Restaurant and other equipment	—	1,207
Leasehold improvements	499	432
Assets leased to others, gross	88,664	101,027
Accumulated depreciation	(18,053)	(17,166)
Assets leased to others, net	$ 70,611	$ 83,861

Future minimum lease payments receivable, exclusive of contingent rent, as of January 1, 2023, are as follows:

(dollars in thousands)	**Operating**
Fiscal Year	
2023	$ 4,191
2024	4,359
2025	3,785
2026	3,772
2027	3,828
Thereafter	38,209
Total	$ 58,144

7. REVENUE RECOGNITION

As of January 1, 2023, January 2, 2022 and January 3, 2021, contract liabilities (deferred revenue included in current and long-term liabilities) were $14.1 million, $11.9 million and $13.6 million. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is generally recognized on a straight-line basis over the remaining term of the related agreement. The Company recognized $1.4 million, $2.6 million and $2.4 million of revenues associated with prior year deferred franchise fees for the years ended January 1, 2023, January 2, 2022 and January 3, 2021, respectively, offset by cash payments received or due in advance of satisfying our performance obligations.

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

Fiscal Year *(dollars in thousands)*	**Total**
2023	$ 1,790
2024	1,535
2025	1,245
2026	1,080
2027	899
Thereafter	7,595
Total	$ 14,145

8. OTHER (INCOME) EXPENSE, NET

Other (income) expense, net is as follows:

(dollars in thousands)	**2022**	**2021**
Loss on extinguishment of debt[(a)]	$ —	$ 4,975
Foreign exchange net gain and other	(924)	(1,026)
Other (income) expense, net	$ (924)	$ 3,950

(a) The Company recognized a $5.0 million loss on extinguishment of debt as a result of the Sonic Securitization refinancing in September 2021.

9. INCOME TAXES

The Company's income before income taxes is classified by source as domestic income.

Income tax expense / (benefit) is set forth below:

(dollars in thousands)	**2022**	**2021**
Federal	$ 35,398	$ 41,269
State	10,573	16,669
Current tax expense	45,971	57,938
Federal	(14,300)	(21,344)
State	1,512	8,368
Deferred tax benefit	(12,788)	(12,976)
Income tax expense	$ 33,183	$ 44,962

The Company's effective tax rate for the years ended January 1, 2023 and January 2, 2022 was 27.6% and 37.4%, respectively. The effective tax rate differs from the U.S. federal statutory rate as follows:

	2022	2021
U.S. federal statutory rate	21.0 %	21.0 %
State income taxes	7.9	9.9
State uncertain tax positions	0.2	6.7
Prior year adjustments	(1.4)	0.3
Other	(0.1)	(0.5)
Effective tax rate	27.6 %	37.4 %

Deferred tax assets (liabilities) are set forth below:

(dollars in thousands)	2022	2021
Deferred tax assets:		
Deferred revenue	$ 5,610	$ 7,192
Accrued compensation and related benefits	2,052	1,959
Interest expense carryforward	11,051	4,545
State net operating losses	6,371	6,467
Other	3,380	3,496
Total deferred tax assets	$ 28,464	$ 23,659
Deferred tax liabilities:		
Intangible asset – trademark/trade name	$ (283,340)	$ (282,689)
Intangible asset - franchise rights	(48,990)	(52,660)
Intangible asset – developed technology	(4,869)	(10,296)
Property and equipment	(4,429)	(7,153)
Other	(4,587)	(1,400)
Total deferred tax liabilities	(346,215)	(354,198)
Deferred tax liabilities, net	$ (317,751)	$ (330,539)

At January 1, 2023, the Company had state net operating losses that expire from 2023-2039, and an immaterial amount that have no expiration. Management believes that it is more likely than not than not that the Company will realize the benefits of all of the deferred tax assets.

At January 1, 2023, the Company is subject to income tax examinations for its U.S. federal income taxes for the periods ended August 31, 2013, August 31, 2014, August 31, 2015 and December 7, 2018. The Company's U.S. federal income taxes for the period ended August 31, 2018 and all fiscal years forward remain subject to examination. With limited exception, certain of the Company's state income tax returns from fiscal year 2008 remain subject to examination. Various state income tax returns are currently under examination.

Uncertain Tax Positions

As of January 1, 2023 and January 2, 2022, the Company had uncertain tax benefits of $8.6 million and $8.9 million, respectively, which if resolved favorably would reduce income tax expense by $6.8 million and $7.0 million, respectively.

A reconciliation of the beginning and ending unrecognized tax benefits is as follows:

(dollars in thousands)	2022	2021
Beginning balance	$ 8,900	$ —
Additions:		
Tax positions related to current year	—	3,315
Tax positions of prior years	889	5,585
Reductions:		
Lapse of statute of limitations	(1,198)	—
Ending balance	$ 8,591	$ 8,900

During the fiscal year ending December 31, 2023, the Company believes a reduction of unrecognized tax benefits by an immaterial amount is reasonably possible, primarily as a result of the expiration of statutes of limitations.

As of January 1, 2023 and January 2, 2022, the Company had approximately $1.5 million and $1.1 million, respectively, accrued for interest and penalties related to unrecognized tax benefits. During the year ended January 1, 2023 and January 2, 2022, the Company increased interest and penalties expense related to unrecognized tax benefits by $0.4 million and $1.1 million, respectively.

10. RELATED-PARTY TRANSACTIONS

A summary of transactions between the Company and its related parties is as follows:

(dollars in thousands)	2022	2021
IRB Management fee (a)	$ 29,138	$ 35,051
Administrative services (b)	$ 17,634	$ 18,846

(a) On December 7, 2018, Sonic entered into an intercompany services agreement with Inspire. Under the agreement, Inspire provides certain management advisory and tax consulting services to the Company. In exchange, the Company was obligated to pay a monthly fee ("IRB Management Fee"). The monthly fee is included in "General and administrative expenses" on the accompanying consolidated statements of income.

(b) The Company provides certain administrative services to the Sonic Brand Technology and Sonic Brand Fund (collectively, the "Funds"). As permitted under the License Agreements, the Funds pays the Company an administrative fee of approximately 15% of the Fund's gross accrued receipts for these services, not to exceed the Company's actual administrative costs and overhead incurred on behalf of the Funds. Administrative fee payments to the Company were $17.6 million and $18.8 million for the years ended January 1, 2023 and January 2, 2022, respectively, and are included in "Other revenue" in the consolidated statements of income.

In December 2021, the Company invested in a note receivable from IRB, which was subsequently repaid in February 2022. In December 2022, a consolidated subsidiary of the Company invested in a note receivable from IRB ("2022 Note") due on demand and in no case later than January 31, 2023. The 2022 Note was subsequently repaid on the stated due date. The associated amounts are included within "Notes receivable from IRB" in the accompanying consolidated balance sheets.

As of January 2, 2022, the Company had receivables due from Affiliates related to franchise fees, royalties and rental income. These amounts are included within "Prepaid expenses and other current assets" in the accompanying consolidated balance sheet.

11. COMMITMENTS AND CONTINGENCIES

Legal Matters

The Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

******

Sonic Industries Services Inc.

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

Consolidated Financial Statements
as of January 3, 2021 (Successor) and December 29, 2019 (Successor) and for the Years Ended January 3, 2021 (Successor), December 29, 2019 (Successor), the Period from December 8, 2018 through December 31, 2018 (Successor), the Period from September 1, 2018 through December 7, 2018 (Predecessor), and the Fiscal Year Ended August 31, 2018 (Predecessor) and Independent Auditors' Report

SONIC INDUSTRIES SERVICES INC.

TABLE OF CONTENTS

	Page
Independent Auditors' Report	1
Consolidated Balance Sheets	3
Consolidated Statements of Income	4
Consolidated Statements of Stockholder's Equity (Deficit)	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7

Deloitte.

Deloitte & Touche LLP
191 Peachtree Street NE
Suite 2000
Atlanta, GA 30303-1943
USA

Tel:+1 404 631 2000
www.deloitte.com

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Stockholder of
Sonic Industries Services Inc.
Oklahoma City, Oklahoma

We have audited the accompanying consolidated financial statements of Sonic Industries Services Inc. (the "Company" and an indirect wholly-owned subsidiary of Inspire Brands, Inc.), which comprise the consolidated balance sheets as of January 3, 2021 (successor) and December 29, 2019 (successor), and the related consolidated statements of income, stockholder's equity (deficit), and cash flows for the years ended January 3, 2021 (successor) and December 29, 2019 (successor), the period from December 8, 2018 through December 31, 2018 (successor), and the period from September 1, 2018 through December 7, 2018 (predecessor), and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of January 3, 2021 (successor) and December 29, 2019 (successor), and the results of its operations and its cash flows for the for the years ended January 3, 2021 (successor) and December 29, 2019 (successor), the period from December 8, 2018 through December 31, 2018 (successor), and the period from September 1, 2018 through December 7, 2018 (predecessor) in accordance with accounting principles generally accepted in the United States of America.

Predecessor Auditors' Opinion on August 31, 2018 (Predecessor) Consolidated Financial Statements

The consolidated financial statements of the Company as of and for the year ended August 31, 2018 (predecessor) were audited by other auditors whose report, dated December 13, 2018, expressed an unmodified opinion on those financial statements and included an emphasis-of-matter paragraph that described the various agreements with the Company's parent and affiliates related to administrative, management, and support activities and various other items as discussed in Notes 1 and 11 to the consolidated financial statements.

Emphasis of Matters

We draw attention to Notes 1 and 11, which contain disclosures about the business and operations of the Company and the nature and extent of transactions with related parties. The accompanying consolidated financial statements have been prepared from the separate records maintained by the Company and are not necessarily indicative of the Company's financial position or the results of its operations and its cash flows if it were dealing with unrelated parties.

As discussed in Notes 1 and 2, the Company was acquired by IRB Holding Corp., an indirect wholly owned subsidiary of Inspire Brands, Inc., at the close of business on December 7, 2018. In accordance with the acquisition method of accounting, the Company's assets and liabilities have been adjusted to their estimated fair values as of the date of the acquisition. As a result, the Company's consolidated financial statements for the periods prior to the date of acquisition (the predecessor periods) are not comparable to the period after the date of acquisition (the successor periods).

Our opinion is not modified with respect to these matters.

Deloitte + Touche LLP

March 25, 2021

SONIC INDUSTRIES SERVICES INC.
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	Successor	
	January 3, 2021	**December 29, 2019**
ASSETS		
Current assets:		
Cash and cash equivalents	$ 34,657	$ 38,950
Restricted cash	4,541	9,132
Accounts and notes receivable, net	41,184	22,801
Prepaid income taxes	813	829
Other current assets	903	2,591
Total current assets	82,098	74,303
Noncurrent restricted cash	—	22
Property, equipment and finance leases, net	31,887	43,743
Goodwill	822,553	822,553
Intangible assets, net	1,400,804	1,436,221
Other assets, net	200	4,506
Total assets	$ 2,337,542	$ 2,381,348
LIABILITIES AND STOCKHOLDER'S EQUITY		
Current liabilities:		
Accounts payable	$ 5,649	$ 10,768
Franchisee deposits	117	271
Deferred franchise fees (includes $142 and $164 from Affiliates, respectively)	2,021	2,203
Accrued liabilities	32,330	34,181
Accrued income taxes payable	30,453	3,421
Current maturities of long-term debt and finance leases	12,044	7,459
Total current liabilities	82,614	58,303
Obligations under finance leases due after one year	2,766	4,142
Long-term debt, net	1,033,382	695,666
Noncurrent deferred franchise fees (includes $794 and $936 from Affiliates, respectively)	11,620	13,503
Deferred income taxes	334,905	346,209
Other noncurrent liabilities (includes $445 and $0 to Affiliates, respectively)	4,420	4,887
Total liabilities	1,469,707	1,122,710
Commitments and contingencies (Notes 5, 14 and 15)		
Stockholder’s equity:		
Common stock, par value $0.01; 5,000,000 shares authorized; 2,000,000 shares issued and outstanding	20	20
Additional paid-in capital	1,425,438	1,807,946
Notes receivable and accrued interest from Affiliates	(557,623)	(549,328)
Retained earnings	—	—
Total stockholder’s equity	867,835	1,258,638
Total liabilities and stockholder’s equity	$ 2,337,542	$ 2,381,348

See accompanying notes to consolidated financial statements.

SONIC INDUSTRIES SERVICES INC.
CONSOLIDATED STATEMENTS OF INCOME
(In thousands)

	Successor		Successor	Predecessor	
	Year Ended		Dec. 8, 2018 -	Sep. 1, 2018 -	Year Ended
	Jan. 3, 2021	Dec. 29, 2019	Dec. 31, 2018	Dec. 7, 2018	Aug. 31, 2018
Revenues:					
Franchise royalties and fees (includes $15,043, $10,323, $557, $2,339 and $10,127 from Affiliates, respectively)	$ 245,801	$ 194,729	$ 10,714	$ 46,911	$ 182,570
Management and support fees (includes $0, $8,837, $0, $1,802 and $8,330 from Affiliates, respectively)	—	8,837	—	1,802	8,560
Fund administration revenue	13,863	11,953	652	3,024	—
Lease revenue (includes $12, $31, $0, $16 and $1,559 from Affiliates, respectively)	2,227	2,033	104	488	2,400
Other	6,892	713	32	103	418
Total revenues	268,783	218,265	11,502	52,328	193,948
Costs and expenses:					
Selling, general and administrative (includes $29,608, $27,234, $12,529, $0 and $0 to Affiliates, respectively)	61,046	114,157	21,325	63,969	74,616
Depreciation and amortization	50,090	55,444	4,023	6,290	18,484
Impairment of long-lived assets	—	50	—	—	55
Other operating expense (income), net	3,579	(23)	30	(159)	(107)
Total costs and expenses	114,715	169,628	25,378	70,100	93,048
Income (loss) from operations	154,068	48,637	(13,876)	(17,772)	100,900
Interest expense (includes $6,079, $5,009, $276, $1,319 and $4,560 to Affiliates, respectively)	39,760	33,762	2,147	9,375	32,972
Interest income (includes $8,220, $15,892, $276, $4,384 and $13,932 from Affiliates, respectively)	(2,480)	(16,502)	(324)	(4,653)	(14,608)
Loss on extinguishment of debt	6,752	—	—	—	1,140
Net interest expense	44,032	17,260	1,823	4,722	19,504
Income (loss) before income taxes	110,036	31,377	(15,699)	(22,494)	81,396
Provision (benefit) for income taxes	17,944	5,422	(3,689)	(6,776)	17,342
Net income (loss)	$ 92,092	$ 25,955	$ (12,010)	$ (15,718)	$ 64,054

See accompanying notes to consolidated financial statements.

SONIC INDUSTRIES SERVICES INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY (DEFICIT)
(In thousands)

	Common Stock		Additional Paid-in Capital	Notes Receivables and Accrued Interest From Affiliates	Retained Earnings (Deficit)	Total Stockholder's Equity (Deficit)
	Shares	Amount				
Predecessor						
Balance at August 31, 2017	2,000	$ 20	$ 137,951	$ (632,209)	$ (34,297)	$ (528,535)
Net income	—	—	—	—	64,054	64,054
Share-based compensation expense	—	—	3,461	—	—	3,461
Other	—	—	463	—	—	463
Net payments from Affiliates	—	—	—	19,583	—	19,583
Dividends to Predecessor Parent	—	—	—	—	(164,665)	(164,665)
Balance at August 31, 2018	2,000	$ 20	$ 141,875	$ (612,626)	$ (134,908)	$ (605,639)
Net loss	—	—	—	—	(15,718)	(15,718)
Share-based compensation expense	—	—	5,917	—	—	5,917
Other	—	—	73	—	—	73
Adoption of accounting standard (Note 1)	—	—	—	—	(14,404)	(14,404)
Capital contributions from Predecessor Parent	—	—	3,250	—	—	3,250
Net advances to Affiliates	—	—	—	(2,668)	—	(2,668)
Dividends to Predecessor Parent	—	—	—	—	(1,474)	(1,474)
Balance at December 7, 2018	2,000	$ 20	$ 151,115	$ (615,294)	$ (166,504)	$ (630,663)
Successor						
Pushdown of Acquisition	2,000	$ 20	$ 1,883,534	$ (615,294)	$ —	$ 1,268,260
Net loss	—	—	—	—	(12,010)	(12,010)
Capital contributions from Successor Parent	—	—	53,495	—	—	53,495
Net payments from Affiliates	—	—	—	21,626	—	21,626
Dividends to Successor Parent	—	—	(48,942)	—	—	(48,942)
Balance at December 31, 2018	2,000	$ 20	$ 1,888,087	$ (593,668)	$ (12,010)	$ 1,282,429
Pushdown of Acquisition	—	—	629	—	—	629
Net income	—	—	—	—	25,955	25,955
Share-based compensation expense	—	—	791	—	—	791
Capital contributions from Successor Parent	—	—	72,867	—	—	72,867
Net payments from Affiliates	—	—	—	44,340	—	44,340
Dividends to Successor Parent	—	—	(154,428)	—	(13,945)	(168,373)
Balance at December 29, 2019	2,000	$ 20	$ 1,807,946	$ (549,328)	$ —	$ 1,258,638
Net income	—	—	—	—	92,092	92,092
Share-based compensation expense	—	—	954	—	—	954
Net advances to Affiliates	—	—	—	(8,295)	—	(8,295)
Dividends to Successor Parent	—	—	(383,462)	—	(92,092)	(475,554)
Balance at January 3, 2021	2,000	$ 20	$ 1,425,438	$ (557,623)	$ —	$ 867,835

See accompanying notes to consolidated financial statements.

SONIC INDUSTRIES SERVICES INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Successor		Successor	Predecessor	
	Year Ended		Dec. 8, 2018 -	Sep. 1, 2018 -	Year Ended
	Jan. 3, 2021	Dec. 29, 2019	Dec. 31, 2018	Dec. 7, 2018	Aug. 31, 2018
Cash flows from operating activities:					
Net income (loss)	$ 92,092	$ 25,955	$ (12,010)	$ (15,718)	$ 64,054
Adjustments to reconcile net income (loss) to net cash provided by operating activities:					
Depreciation and amortization	50,090	55,444	4,023	6,290	18,484
Share-based compensation expense	954	791	—	5,917	3,461
Loss on extinguishment of debt	6,752	—	—	—	1,140
(Benefit) provision for deferred income taxes	(11,304)	779	(3,291)	(7,066)	(3,950)
Allocation of corporate overhead and other Affiliate activity	—	7,144	12,645	(4,780)	(17,419)
Other	4,914	5,718	176	508	4,395
Changes in operating assets and liabilities:					
Accounts receivable and other assets	(13,629)	(7,413)	(1,614)	23	(5,246)
Accounts payable, accrued liabilities and other liabilities	(1,101)	3,830	9,878	24,299	2,058
Income taxes	17,556	4,245	(398)	(2,917)	10,737
Net cash provided by operating activities	146,324	96,493	9,409	6,556	77,714
Cash flows from investing activities:					
Net repayment of intercompany loans by Affiliates	39,231	33,957	21,387	1,521	45,479
Purchases of property and equipment	(10,730)	(18,310)	(657)	(5,631)	(14,725)
Issuance of notes receivable	(52)	(260)	(172)	(806)	(15,588)
Collections on notes receivable	4,017	6,518	—	778	15,892
Other	177	808	(16)	184	289
Net cash provided by (used in) investing activities	32,643	22,713	20,542	(3,954)	31,347
Cash flows from financing activities:					
Dividends to Parent	(475,554)	(167,735)	(48,942)	(1,474)	(164,665)
Payments on debt	(490,905)	(5,175)	(352)	(1,003)	(150,619)
Debt issuance and extinguishment costs	(14,658)	—	—	—	(4,477)
Proceeds from borrowings	794,484	—	—	—	220,102
Capital contributions from Parent	—	72,660	11,395	3,250	—
Other	(1,240)	(1,165)	(110)	(237)	(988)
Net cash (used in) provided by financing activities	(187,873)	(101,415)	(38,009)	536	(100,647)
Net (decrease) increase in cash, cash equivalents and restricted cash	(8,906)	17,791	(8,058)	3,138	8,414
Cash, cash equivalents and restricted cash at beginning of the year	48,104	30,313	38,371	35,233	26,819
Cash, cash equivalents and restricted cash at end of the year	$ 39,198	$ 48,104	$ 30,313	$ 38,371	$ 35,233
Supplemental disclosures of cash flow information:					
Cash paid for:					
Interest	$ 41,879	$ 31,445	$ 2,516	$ 7,392	$ 26,302
Income taxes, net of refunds	781	(3,353)	—	3,207	18,389
Supplemental disclosures of non-cash investing and financing activities:					
Net noncash (advances) payments to Affiliates	$ (47,526)	$ 10,383	$ 239	$ (4,189)	$ (25,896)
Noncash capital contributions from Parent	—	207	42,100	—	—
Noncash dividends to Parent	—	(638)	—	—	—

See accompanying notes to consolidated financial statements.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Operations

Sonic Industries Services Inc. (the "Company") is a direct wholly-owned subsidiary of Sonic LLC and an indirect wholly-owned subsidiary of Sonic Holding Company (the "Successor Parent" or "Sonic"). The Successor Parent is a direct wholly-owned subsidiary of IRB Holding Corp. which is an indirect wholly-owned subsidiary of Inspire Brands, Inc. (collectively, "Inspire"), the ultimate parent. At the close of business on December 7, 2018, Inspire completed the acquisition of all of the outstanding shares of common stock of the Sonic Corp. (the "Predecessor Parent") (the "Acquisition). The Company has material transactions with its Predecessor and Successor Parent, Inspire and subsidiaries of its Predecessor and Successor Parent ("Affiliates").

The Company provides franchising services to a chain of quick-service restaurants in the United States ("U.S."). Revenues are derived primarily from royalty fees from franchisees and Affiliates. The Company also leases signs and real estate to franchisees and Affiliates.

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the amounts reported and contingent assets and liabilities disclosed in the financial statements and accompanying notes. Actual results may differ from those estimates, and such differences may be material to the financial statements.

Fiscal Year

Effective December 29, 2019, the Companies changed to fiscal reporting periods consisting of 52 or 53 weeks ending on the Sunday closest to December 31. Fiscal 2020, which ended on January 3, 2021, contained 53 weeks and fiscal 2019, which ended on December 29, 2019, contained 52 weeks.

As a result of the Acquisition, on December 7, 2018, the Company changed from a fiscal year end of August 31 to December 31. Unless otherwise noted, all references to "Predecessor fiscal year" in this report refer to the twelve-month Predecessor period which ends August 31, 2018.

Additionally, the Company has presented the results for the period from September 1, 2018 through December 31, 2018 as two separate periods. The Predecessor financial period refers to the period from September 1, 2018 through December 7, 2018 (the "Predecessor period") which was prior to the Acquisition. The Successor financial period refers to the period from December 8, 2018 through December 31, 2018 (the "Successor period") following the Acquisition.

Cash, Cash Equivalents and Restricted Cash

Cash equivalents consist of highly liquid investments, primarily money market accounts that mature in three months or less from the date of purchase, and depository accounts.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated balance sheets to the total shown within the consolidated statements of cash flows.

	Successor		Successor	Predecessor	
	January 3, 2021	December 29, 2019	December 31, 2018	December 7, 2018	August 31, 2018
Cash and cash equivalents	$ 34,657	$ 38,950	$ 25,166	$ 31,642	$ 22,444
Restricted cash	4,541	9,132	5,072	6,650	12,700
Noncurrent restricted cash	—	22	75	79	89
Total cash, cash equivalents and restricted cash	$ 39,198	$ 48,104	$ 30,313	$ 38,371	$ 35,233

The Company had restricted cash balances, as noted above, for funds required to be held in trust for the benefit of senior noteholders under the Company's debt arrangements. The current portion of restricted cash represents amounts to be returned to the Company or paid to service current debt obligations. The noncurrent portion represents interest reserves required to be set aside for the duration of the debt.

Accounts and Notes Receivable

Accounts and notes receivable consist of royalties and other trade receivables. The Company's accounts and notes receivable are primarily due from franchisees, all of whom are in the restaurant business.

Interest accrues on notes receivable based on the contractual terms of the respective note. The Company monitors accounts and notes receivable for delinquency and reserves for estimated losses for specific receivables that are not likely to be collected. In addition to allowances for specific receivables, the Company estimates a general provision for bad debts based on historical experience. Account balances generally are charged against the allowance when the Company believes it is probable that the receivable will not be collected.

Property, Equipment and Finance Leases

Property and equipment are recorded at cost, and leased assets under finance leases are recorded at the present value of future minimum lease payments. Depreciation of property and equipment and amortization of finance leases are computed by the straight-line method over the estimated useful lives or the lease term, including cancellable option periods when appropriate, and are combined for presentation in the financial statements.

Accounting for Long-Lived Assets

The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or an asset group might not be recoverable. If such review indicates an asset or asset group may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of an asset or asset group to be held and used or over the fair value less cost to sell an asset or asset group to be sold. Asset groups are substantially comprised of restaurant properties. The Company had no impairment of long-lived assets for the year ended January 3, 2020. The Company recorded an impairment of long-lived assets of $0.1 million in both years ended December 29, 2019 and the Predecessor fiscal year 2018, respectively. No impairment was indicated during the Successor period and the Predecessor period.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed and is not amortized.

The Company tests goodwill for impairment annually or more frequently if events or changes in circumstances indicate that it may be impaired. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company performs an impairment test of goodwill. The Company estimates the fair value of the reporting unit using Level 3 inputs and compares it to the carrying value of the reporting unit. If the carrying value exceeds the fair value of the reporting unit, an impairment loss equal to the excess is recognized.

During the years ended January 3, 2021, December 29, 2019, the Successor period, the Predecessor period and the Predecessor fiscal year 2018, no impairment was indicated.

Intangible Assets, net

Definite lived intangible assets are amortized on the straight-line basis using estimated useful lives of the related classes of intangible assets. The Company's intangible assets subject to amortization consist of developed technology and computer software, franchise agreements and drive-in prototype development. The trade name is not amortized as it is considered to have an indefinite useful life.

The Company reviews definite lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. The Company reviews indefinite lived intangible assets for impairment at least annually and more frequently if events or changes in circumstances indicate that the carrying amount of the non-amortizing intangible asset may not be recoverable. If such reviews indicate the intangible asset may not be recoverable, an impairment loss would be recognized for the excess of the carrying amount over the fair value of the intangible asset. During the fiscal years ended January 3, 2021, December 29, 2019, the Successor period, the Predecessor period and the Predecessor fiscal year 2018, no impairment was indicated.

Loan Origination Costs

Loan origination costs are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the related "Long-term debt, net" or as an asset in "Other assets, net" related to variable funding arrangements. The costs are amortized as interest expense through each note's anticipated repayment date using the effective interest method.

Revenue Recognition, Franchise Fees and Royalties

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers ("ASC 606"), as amended by multiple updates to the standard. This update requires entities to recognize revenue in the way they expect to be entitled to receive it for the transfer of promised goods or services to customers. The ASU replaced most of the existing revenue recognition requirements in GAAP. The Company adopted the new guidance on September 1, 2018. As a result, the Company changed its accounting policy for revenue recognition as detailed below.

The Company applied ASC 606 using the modified retrospective method, whereby the cumulative effect of adopting the standard was recognized as an adjustment to the opening balance of retained deficit at September 1, 2018. Therefore, the comparative periods have not been adjusted and continue to be reported under the previous revenue recognition guidance. The Company recognized a net increase to "Stockholder's deficit" of $14.4 million as of September 1, 2018, as a result of the adoption of ASC 606. The net increase was due to an increase to "Deferred franchise fees" of $18.8 million as a result of deferring franchise fees over the contractual term of the franchise agreements, offset by a decrease to "Deferred income taxes" of $4.4 million related to the tax effects of these adjustments. Additionally, there was an increase to both "Other assets, net" and "Accrued liabilities" of $0.9 million, respectively, as a result of a cumulative reversal to gift card breakage.

The Company's franchisees and Affiliates pay royalties based on a percentage of sales. Royalties are recognized as revenue when they are earned.

Franchise Drive-In openings typically occur as a result of existing development agreements. Each development agreement gives a developer the exclusive right to construct, own and operate Sonic Drive-Ins within a defined area. In exchange, each developer agrees to open a minimum number of Sonic Drive-Ins in the area within a prescribed time period. Franchisees who enter into development agreements typically pay a fee, which is credited against the initial franchise fees due when Sonic Drive-Ins are opened. The initial franchise fees are paid for services provided relating to the sale of the franchise license. Under previous guidance, the initial franchise fee was recognized as revenue when the Company had substantially performed or satisfied all material services or conditions relating to the sale of the franchise, which was typically upon the opening of a Franchise Drive-In. Under the new guidance, these services do not constitute a separate and distinct performance obligation from the ongoing franchise right to intellectual property and, as such, the initial franchise fees are deferred and recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Any unamortized portion of the initial franchise fee is presented in the consolidated balance sheets as, "Deferred franchise fees" and "Noncurrent deferred franchise fees."

The Sonic brand's gift card program serves all Sonic Drive-Ins and is administered by Sonic Value Card, L.L.C, ("SVC") an indirect subsidiary of the Company, on behalf of the SBF. The Company records a liability in the period in which a gift card is sold. The gift cards do not have expiration dates. Breakage is the amount on a gift card that is not expected to be redeemed

and that the Company is not required to remit to a state under unclaimed property laws. The Company estimates breakage based upon the historical trend in redemption patterns from previously sold gift cards. Prior to the adoption of ASC 606, the Company's policy was to recognize breakage using the delayed recognition method, when it was apparent that there was a remote likelihood the gift card balance would be redeemed. The Company now recognizes breakage in proportion to the pattern of rights exercised by the customer (proportional method). The Company reduces the gift card liability for the estimated breakage and uses that amount to defray the costs of operating the gift card program. There is no income recognized on unredeemed gift card balances. Costs to administer the gift card program, net of breakage, are included in the receivables from system funds and such costs were not material in fiscal year 2020, the Successor period, the Predecessor period or Predecessor fiscal year 2018. During 2019, the Company wrote off the receivable from SBF related to SVC. The write-off totaled $6.6 million, of which, $4.3 million was recorded as an acquisition adjustment to accounts receivable and $2.3 million was recorded as a bad debt expense, which is included in "Selling, general and administrative" on the consolidated statements of income.

System Funds

The Company administers funds used for national media production and technology support on behalf of the Sonic system. Under the Company's franchise agreements, all Sonic Drive-In's must contribute a minimum percentage of revenues to these funds.

Under the Company's franchise agreements, the Company is reimbursed by the Sonic Brand Fund ("SBF") for costs incurred to administer the fund at an amount not to exceed 15% of SBF's gross receipts. Prior to adoption of ASC 606, reimbursements from SBF were offset against "Selling, general and administrative" expenses in the accompanying consolidated statements of income and totaled $5.1 million in Predecessor fiscal year 2018. Subsequent to the adoption of ASC 606, reimbursements from SBF are reflected as "Fund administration revenue" in the accompanying consolidated statements of income. Fund administration revenue from SBF was $6.6 million, $5.4 million, $0.3 million and $1.3 million in the years ended January 3, 2021, December 29, 2019, the Successor period, and the Predecessor period, respectively.

Effective March 1, 2016, the Company's franchise agreements were amended to require each drive-in to pay a set technology fee to the Brand Technology Fund ("BTF"). The franchise agreements also state the Company will be reimbursed by BTF for costs incurred to administer the fund at an amount not to exceed 15% of the BTF's gross receipts. Prior to adoption of ASC 606, reimbursements from BTF were offset against "Selling, general and administrative" expenses in the accompanying consolidated statements of income and totaled $6.0 million in the Predecessor fiscal year 2018. Subsequent to the adoption of ASC 606, reimbursements from BTF are reflected as "Fund administration revenue" in the accompanying consolidated statements of income. Fund administration revenue from BTF was $7.3 million, $6.6 million, $0.4 million and $1.7 million in the years ended January 3, 2021, December 29, 2019, the Successor period and the Predecessor period, respectively.

As stated in the terms of the franchise agreements, these funds do not constitute assets of the Company, and the Company acts with limited agency in the administration of these funds. Accordingly, neither the revenues and expenses nor the assets and liabilities of SBF or BTF are included in the Company's consolidated financial statements.

Share-Based Compensation

Share-based compensation expense for all share-based compensation plans is measured at the grant date based on the estimated fair value of the award and is expensed ratably over the requisite service period of the award, except for awards that are subject to performance conditions, in which case compensation expense is recognized over the requisite service period to the extent achievement of the performance conditions is considered probable. Fair value of stock option awards is estimated using the Black-Scholes option pricing model. The Company accounts for forfeitures when they occur.

Income Taxes

The Predecessor Parent, prior to the Acquisition, and Inspire, the ultimate parent of the Company, and its subsidiaries, subsequent to the Acquisition, remit certain federal and state taxes on behalf of the Company and other Affiliates. The Company reimburses the Predecessor Parent and Inspire for all payments made on its behalf. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be

recovered or settled. The effect on deferred tax assets and liabilities from a change in tax rates is recognized in income in the period that includes the enactment date.

The threshold for recognizing the financial statement effects of a tax position is when it is more likely than not, based on the technical merits, that the position will be sustained upon examination by a taxing authority. Recognized tax positions are initially and subsequently measured as the largest amount of tax benefit that is more likely than not to be realized upon ultimate settlement with a taxing authority. Interest and penalties related to unrecognized tax benefits are included in income tax expense.

Fair Value Measurements

The Company's financial assets and liabilities consist of cash, cash equivalents and restricted cash, accounts and notes receivable, accounts payable and long-term debt. The fair value of cash and cash equivalents, accounts receivable and accounts payable approximates their carrying amounts due to the short-term nature of these assets and liabilities.

The following methods and assumptions were used by the Company in estimating fair values of its financial instruments:

- **Notes receivable** – As of January 3, 2021 and December 29, 2019, the carrying amounts of notes receivable (both current and noncurrent) approximate fair value due to the effect of the related allowance for doubtful accounts.

- **Long-term debt** – The Company prepares a discounted cash flow analysis for its fixed and variable rate borrowings to estimate fair value each year. This analysis uses Level 2 inputs from information gathered from brokers who trade in the Company's notes. The fair value estimate required significant assumptions by management. Management believes this fair value is a reasonable estimate.

Certain nonfinancial assets and liabilities are measured at fair value on a nonrecurring basis, which means these assets and liabilities are not measured at fair value on an ongoing basis but are subject to periodic impairment tests. For the Company, these items primarily include long-lived assets, goodwill and other intangible assets. Refer to sections, "Accounting for Long-Lived Assets," "Goodwill," and "Intangible Assets, Net" discussed above, for inputs and valuation techniques used to measure the fair value of these nonfinancial assets. The fair value was based upon management's assessment as well as independent market value assessments, which involved Level 2 and Level 3 inputs.

Dividends

Effective post-Acquisition, dividends are first recorded to retained earnings, if any, until the cumulative retained earnings balance is reduced to zero. Any remaining dividends are then recorded to "Additional paid-in capital," if any, until the cumulative "Additional paid-in capital" balance is reduced to zero. Prior to the Acquisition, dividends were reflected in retained earnings.

New Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, "Leases (Topic 842)" as amended by multiple updates to the standard. This update requires lessees to recognize a lease liability and a lease asset for all leases, including operating leases, with a term greater than 12 months on its balance sheet and requires lessors to classify leases as a sales-type, direct financing or operating lease. The update also expands the required quantitative and qualitative disclosures surrounding leases. This update is effective for fiscal years beginning after December 15, 2020, with early adoption permitted. The Company adopted ASU 2016-02 in fiscal year 2020 using the modified retrospective approach and elected December 30, 2019, as the date of initial application. This approach allows the Company to apply the standard and related disclosures to the financial statements for the period of adoption and to apply the old guidance in the comparative periods.

The standard did not have a material impact on the Company's historical capital leases, which are presented as finance leases pursuant to ASU 2016-02.

Finance Leases

Lease cost for finance leases includes the amortization of the finance lease asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization," and interest expense on the finance lease liability, which is calculated using the interest method and recorded to "Interest expense, net." Finance lease assets are amortized over the shorter of their

estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

Policy Elections

Determination of whether a contract contains a lease - The Company evaluates the contracts it enters into to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property, plant or equipment for a period of time in exchange for consideration. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales type or direct financing lease where the Company is a lessor, based on their terms.

Significant assumptions and judgments - Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact (1) the classification and accounting for a lease or sublease as operating or finance, including sales-type and direct financing, (2) the Rent Holiday and escalations in payment that are taken into consideration when calculating Straight-Line Rent, and (3) the term over which leasehold improvements for each restaurant are amortized and (4) the values and lives of adjustments to the initial ROU asset where the Company is the lessee, or favorable and unfavorable leases where the Company is the lessor. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

Practical Expedient Package - The Company has elected the following expedients and applied them consistently to leases as of the date of initial application of Topic 842:

- The Company will not revisit whether a contract is, or contains, a lease under the Topic 842 definition of a lease.
- Lease classification determined under prior guidance will not be reevaluated under Topic 842.
- Non-lease component - The Company has lease agreements with lease and non-lease components. The Company elected a policy to account for lease and non-lease components separately for its corporate offices.

Short-term lease - Leases with an initial term of 12 months or less are not recorded on the balance sheet.

Discount rate - As most of the Company's leases do not provide an implicit rate, the Company uses the incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments.

Renewal options - The Company evaluates the inclusion of renewal options on a lease by lease basis. In general, for new leases, the Company does not include renewal options in the underlying lease term.

In August 2018, the FASB issued ASU No. 2018-15, “Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40), Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract,” which aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software. This update is effective for fiscal years beginning after December 15, 2020, with early adoption permitted. The Company will apply prospective adoption of this standard at the beginning of fiscal year 2021.

In June 2016, the FASB issued ASU No. 2016-13, “Financial Instruments - Credit Losses (Topic 326).” This update requires measurement and recognition of expected versus incurred credit losses for financial assets held. The standard is effective for the Company prospectively in fiscal 2023 and any impact upon adoption will be reflected through a cumulative-effect adjustment to Retained earnings as of the beginning of 2023. The Company is currently evaluating the effect that this pronouncement will have on its consolidated financial statements and related disclosures.

2. ACQUISITION BY INSPIRE

At the close of business on December 7, 2018, Inspire completed the acquisition of all the outstanding shares of common stock of the Predecessor Parent. Total consideration in connection with the Acquisition for all outstanding equity and

equity-based awards of the Predecessor Parent was $1.6 billion, which excluded the assumption of existing debt of $705.4 million.

Inspire accounted for the Acquisition as a business combination using the acquisition method of accounting and elected to apply pushdown accounting to the Company.

The net tangible and intangible assets acquired and liabilities assumed and pushed down to the Company are as follows:

	December 29, 2019	Adjustments	As previously reported December 31, 2018
Assets			
Cash and cash equivalents	$ 31,642	$ —	$ 31,642
Restricted cash	6,729	—	6,729
Accounts and notes receivable	31,758	(4,347)	36,105
Prepaid income taxes	1,564	—	1,564
Property, equipment and capital leases	68,236	(618)	68,854
Goodwill	822,553	5,283	817,270
Intangible assets	1,450,253	120	1,450,133
Other assets	4,265	—	4,265
Total Assets	$ 2,417,000	$ 438	$ 2,416,562
Liabilities			
Accounts payable	$ 32,799	$ —	$ 32,799
Franchisee deposits	3,030	—	3,030
Deferred franchise fees revenue	18,228	—	18,228
Accrued liabilities	28,236	—	28,236
Capital leases	7,232	—	7,232
Long-term debt, net	705,352	—	705,352
Deferred tax liabilities	348,720	(1,736)	350,456
Other noncurrent liabilities	4,514	1,545	2,969
Total Liabilities	$ 1,148,111	$ (191)	$ 1,148,302
Net assets after pushdown accounting	$ 1,268,889	$ 629	$ 1,268,260

The values allocated to intangible assets and the weighted average useful lives are as follows:

	Carrying Amount	Weighted Average Useful Life (Years)
Trademark / trade name	$ 1,100,000	Indefinite
Franchise agreements	250,000	17
Developed technology	100,000	5
Favorable leases	120	11
Drive-in prototype development	133	2.6
	$ 1,450,253	

Accounts and notes receivable include amounts due from franchisees of $17.4 million, $5.3 million from system funds as a result of transactions in the normal course of business, and $7.6 million in other receivables which primarily relate to the payment card breach and SBF and BTF administrative fee reimbursements.

Accounts payable includes $27.4 million in Acquisition related fees owed to third parties by the Predecessor Parent.

Accrued liabilities include $4.4 million of accrued employee compensation and related benefits, $0.5 million of self-insurance and workers comp reserves, $0.7 million of accrued payroll, sales and use, and property taxes, $16.2 million of gift card program liability and $6.4 million of other accrued expenses.

3. REVENUE RECOGNITION

Disaggregation of Total Revenue

Total revenues by source consist of the following:

	Successor		Successor	Predecessor	
	Year Ended		Dec. 8, 2018 -	Sep. 1, 2018 -	Year Ended
	Jan. 3, 2021	Dec. 29, 2019	Dec. 31, 2018	Dec. 7, 2018	Aug. 31, 2018
Franchise royalties	$ 228,163	$ 181,748	$ 9,888	$ 43,798	$ 171,489
Affiliate franchise royalties	14,879	10,043	543	2,280	10,127
Franchise fees	2,595	2,657	269	774	954
Affiliate franchise fees	164	281	14	59	—
Management and support fees	—	—	—	—	230
Affiliate management and support fees	—	8,836	—	1,802	8,330
Fund administration revenue	13,863	11,953	652	3,024	—
Lease revenue	2,215	2,002	104	472	841
Affiliate lease revenue	12	31	—	16	1,559
Other	6,892	714	32	103	418
Total revenues	$ 268,783	$ 218,265	$ 11,502	$ 52,328	$ 193,948

Deferred Franchise Fee Revenue

Deferred franchise fee revenue resulted from initial and renewal franchise fees and are recognized on a straight-line basis over the term of the franchise agreement. These contract liabilities are recorded on the consolidated balance sheets. The following provides information about the contract liabilities:

	Contract Liabilities
Successor Balance at December 31, 2018	$ 18,056
Additions for new store openings	540
Reductions for revenue recognized	(2,890)
Successor Balance at December 29, 2019	$ 15,706
Additions for new store openings	300
Reductions for revenue recognized	(2,365)
Successor Balance at January 3, 2021	$ 13,641

Future Recognition of Deferred Franchise Fee Revenue

Estimated revenue expected to be recognized in the future related to performance obligations that are either unsatisfied or partially satisfied at January 3, 2021, is as follows:

Fiscal Year	Total
2021	2,021
2022	1,880
2023	1,733
2024	1,498
2025	1,211
Thereafter	5,298
	$ 13,641

The estimated revenue in the table above does not contemplate future franchise renewals or new franchise agreements for drive-ins for which a franchise agreement does not exist at January 3, 2021. The Company has applied the sales-based royalty exemption which permits exclusion of variable consideration in the form of sales-based royalties from the disclosure of remaining performance obligations in the table above.

4. ACCOUNTS AND NOTES RECEIVABLE

Accounts and notes receivable consist of the following:

	Successor	
	January 3, 2021	December 29, 2019
Current Accounts and Notes Receivable:		
Royalties and other trade receivables	$ 23,976	$ 17,722
Income tax receivable	10,385	447
Notes receivable from franchisees	322	1,064
Receivables from system funds	692	635
Other	7,061	5,536
Accounts and notes receivable, gross	42,436	25,404
Allowance for doubtful accounts and notes receivable	(1,252)	(2,603)
Current accounts and notes receivable, net	$ 41,184	$ 22,801
Noncurrent Notes Receivable:		
Receivables from franchisees	$ 65	$ 118
Allowance for doubtful notes receivable	(4)	—
Noncurrent notes receivable, net	$ 61	$ 118

The Company’s receivables are primarily due from franchisees, all of whom are in the restaurant business. Substantially all the notes receivable from franchisees are collateralized by real estate or equipment. The receivables from system funds represent transactions in the normal course of business. Noncurrent notes receivable is included in “Other assets, net” on the consolidated balance sheets.

5. LEASES

Leasing Arrangements as a Lessor

The Company's leasing activities consist principally of leasing land, buildings and signs to an Affiliate and franchise operators, the majority of which are contingent rentals. Contingent rent is generally based on sales levels and is accrued at the point in time it is probable that such sales levels will be achieved.

Leasing Arrangements as a Lessee

The Company's financing lease commitments primarily relate to Sonic's corporate headquarters.

Maturities under financing leases that have initial or remaining noncancelable lease terms in excess of one year as of January 3, 2021, are as follows:

Fiscal Year	Financing Lease Commitments
2021	$ 1,542
2022	1,542
2023	1,415
2024	—
2025	—
Thereafter	—
Total minimum lease payments	4,499
Less amount representing interest averaging 6.5%	(389)
Present value of net minimum lease payments	4,110
Less amount due within one year	(1,344)
Amount due after one year	$ 2,766

6. PROPERTY, EQUIPMENT AND FINANCE LEASES

Property, equipment and financing leases consist of the following:

	Estimated Useful Life (years)	Successor	
		January 3, 2021	December 29, 2019
Owned:			
Land		$ 15,085	$ 18,485
Buildings and improvements	5 – 40	15,030	17,961
Hardware and other equipment	2 – 15	7,401	6,831
Property and equipment, at cost		37,516	43,277
Accumulated depreciation		(11,203)	(7,328)
Property and equipment, net		26,313	35,949
Leased:			
Finance lease assets	Life of lease	9,550	10,192
Accumulated amortization		(3,976)	(2,398)
Finance lease assets, net		5,574	7,794
Property, equipment and finance leases, net		$ 31,887	$ 43,743

Depreciation expense for property and equipment was $4.6 million and $6.8 million, $0.6 million for the years ended January 3, 2021 and December 29, 2019, and for the Successor period, respectively, and $0.9 million and $3.3 million for the Predecessor period and Predecessor fiscal year 2018, respectively. Land and buildings with a carrying amount of $23.3 million and $30.3 million at January 3, 2021 and December 29, 2019, respectively, were leased under operating lease

to franchisees. The accumulated depreciation related to these buildings was $3.1 million and $2.3 million at January 3, 2021 and December 29, 2019, respectively. Amortization expense of $1.9 million, related to finance leases, is included within "Depreciation and amortization" on the consolidated statements of income.

7. INTANGIBLE ASSETS, NET

The carrying value of the Company's intangible assets consist of the following:

		Successor					
		January 3, 2021			December 29, 2019		
	Useful Life (years)	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Trade name	Indefinite	$ 1,100,000	$ —	$ 1,100,000	$ 1,100,000	$ —	$ 1,100,000
Developed technology	5	100,000	41,354	58,646	100,000	21,290	78,710
Franchise agreements	17	250,000	30,372	219,628	250,000	15,655	234,345
Computer software	3	43,898	21,368	22,530	35,585	12,623	22,962
Favorable lease asset	11	—	—	—	120	12	108
Drive-in prototype development	2-5	199	199	—	199	103	96
Total		$ 1,494,097	$ 93,293	$ 1,400,804	$ 1,485,904	$ 49,683	$ 1,436,221

	Total
Aggregate amortization expense:	
Predecessor:	
Year Ended August 31, 2018	$ 13,931
September 1 - December 7, 2018	5,065
Successor:	
December 8 - December 31, 2018	3,410
Year Ended December 29, 2019	46,281
Year Ended January 3, 2021	43,622
Estimate for fiscal year:	
2021	44,381
2022	41,799
2023	37,043
2024	16,692
2025	14,849
Thereafter	146,040
	$ 300,804

Actual future amortization expense could differ from these estimated amounts as a result of future acquisitions, dispositions and other factors.

8. ACCRUED LIABILITES

Accrued liabilities consist of the following:

	Successor	
	January 3, 2021	December 29, 2019
Wages and employee benefit costs	$ 3,372	$ 7,224
Unredeemed gift cards	26,674	23,433
Other	2,284	3,524
	$ 32,330	$ 34,181

9. DEBT

The Predecessor Parent and Affiliates of Sonic (the "Sonic Co-Issuers"), through a series of securitization transactions have issued fixed rate senior secured notes and variable funding notes collectively referred to as the "Sonic Securitization Notes". The following table summarizes the Sonic Securitization Notes outstanding as of January 3, 2021 and December 29, 2019:

				Successor			
				January 3, 2021		December 29, 2019	
	Issuance Date	Anticipated Repayment Date	Maturity Date	Amount	Stated Rate	Amount	Stated Rate
2013-1 Class A-2 Senior Secured Fixed Rate Notes	July 2013	(a)	(a)	$ —		$ 147,485	3.75%
2016-1 Class A-1 Senior Secured Variable Funding Notes	May 2016	(a)	(a)	—		—	
2016-1 Class A-2 Senior Secured Fixed Rate Notes	May 2016	(a)	(a)	—		394,244	4.47%
2018-1 Class A-2 Senior Secured Fixed Rate Notes	February 2018	February 2025	February 2048	166,459	4.03%	168,158	4.03%
2020-1 Class A-2 I Senior Secured Fixed Rate Notes	January 2020	January 2027	January 2050	644,583	3.85%	—	
2020-1 Class A-1 Senior Secured Variable Funding Notes	January 2020	January 2027[b]	January 2050	—	(c)	—	
2020-1 Class A-2 II Senior Secured Fixed Rate Notes	January 2020	January 2030	January 2050	247,917	4.34%	—	
Total long-term debt, including current portion				1,058,959		709,887	
Unamortized debt issuance costs, net				(14,877)		(8,271)	
Less amounts payable within one year				(10,700)		(5,950)	
Long-term debt, net				$ 1,033,382		$ 695,666	

a. At the closing of the January 2020 securitization transaction, the 2013-1 Class A-2 Senior Secured Fixed Rate Notes, Series 2016-1 Class A-1 Senior Secured Variable Funding Notes and Series 2016-1 Class A-2 Senior Secured Fixed Rate Notes were repaid in full and terminated.

b. The 2020-1 Class A-1 Variable Funding Senior Secured Notes have an anticipated repayment date in January 2027 with two one-year extension options available upon certain conditions including meeting a minimum debt service coverage ratio threshold.

c. Interest on the 2020-1 Class A-1 Senior Secured Variable Funding Notes will be payable at per annum rates equal to a funding cost or index plus 2%. An annual commitment fee of 0.5% is payable monthly on the unused portion of the 2020-1 Class A-1 Senior Secured Variable Funding Notes facility.

Aggregate annual maturities of long-term debt (excluding the effects of debt issuance costs, net) as of January 3, 2021 were as follows. This includes principal payments on the 2018-1 Senior Secured Fixed Rate Notes, Class A-2 (the "2018 Fixed Rate Notes") as a result of an amortization requirement based on a leverage ratio calculation.

Fiscal Year	Total
2021	$ 10,700
2022	10,700
2023	10,700
2024	10,700
2025	168,658
Thereafter	847,501
	$ 1,058,959

In January 2020, the Sonic Co-Issuers issued $650 million of 2020-1 Class A-2-I Senior Secured Fixed Rate Notes ("2020 Fixed Rate Class A-2-I Notes") and $250 million of 2020-1 Class A-2-II Senior Secured Fixed Rate Notes ("2020 Fixed Rate Class A-2-II Notes") and together the "2020 Fixed Rate Notes") in a private transaction.

The Sonic Co-Issuers also issued 2020-1 Class A-1 Senior Secured Variable Funding Notes (the "2020 Variable Funding Notes"), which allows for the issuance of up to $25 million of 2020 Variable Funding Notes and certain other credit instruments, including letters of credit in support of various Sonic Holding Company subsidiary obligations. The 2020 Variable Funding Notes were issued under the Indenture and are secured by the same collateral as the 2020 Fixed Rate Notes. At closing, the Sonic Co-Issuers drew approximately $11.8 million in undrawn letters of credit issued under the 2020 Variable Funding Notes. On March 20, 2020, the Sonic Co-Issuers drew the remaining capacity of approximately $13.2 million, which was repaid in May 2020.

In August 2020, the Sonic Co-Issuers reduced the balance in undrawn letters of credit by $0.6 million increasing the unused balance to $13.8 million. Subsequent to January 3, 2021, the Sonic Co-Issuers drew this remaining capacity of approximately $13.8 million.

The net proceeds from the sale of the 2020 Fixed Rate Notes were used to repay the approximately $147.5 million in outstanding 2013-1 Class A-2 Senior Secured Fixed Rate Notes ("2013 Fixed Rate Notes") and $397.1 million in outstanding 2016-1 Class A-2 Senior Secured Fixed Rate Notes ("2016 Fixed Rate Notes"), including related prepayment premium and transaction costs. The remaining net proceeds were distributed to IRB Holding Corp., an indirect, wholly-owned subsidiary of Inspire.

Loan origination costs associated with the Company's 2020 Fixed Rate Notes and 2020 Variable Funding Notes, totaled $13.7 million and $0.1 million, respectively.

In connection with the 2020 transactions described above, the Company recognized a $6.8 million loss during the fiscal year ended January 3, 2021, which is included in "Loss on extinguishment of debt" on the consolidated statements of income. The loss consisted of a $0.3 million write-off of unamortized deferred debt origination costs related to the reduction of the 2013 Fixed Notes commitments, as well as a $3.8 million write-off of unamortized deferred debt origination costs related to the prepayment on its 2016 Notes. Additionally, as required by the terms of the 2016 Fixed Notes, the Company paid a $2.7 million prepayment premium.

In February 2018, the Sonic Co-Issuers issued $170.0 million 2018 Fixed Rate Notes in a private transaction.

The Sonic Co-Issuers used a portion of the net proceeds from the issuance of the 2018 Fixed Rate Notes to pay down the outstanding portion of the 2016-1 Class A-1 Senior Secured Variable Funding Notes ("2016 Variable Funding Notes") and to pay the costs associated with the securitized financing transaction. In conjunction with the issuance of the 2018 Fixed Rate Notes, the commitments under the 2016 Variable Funding Notes were reduced to $100.0 million.

Loan origination costs associated with the Company's 2018 Fixed Rate Notes totaled $5.0 million.

In connection with the 2018 transactions described above, the Company recognized a $1.1 million loss during the Predecessor fiscal year ended August 31, 2018, which is included in "Loss on extinguishment of debt" on the consolidated statements of income. The loss consisted of a $0.6 million write-off of unamortized deferred debt origination costs related to the reduction of the 2016 Variable Funding Notes commitments, as well as a $0.3 million write-off of unamortized deferred

debt origination costs related to the prepayment on its 2013 Fixed Rate Notes and 2016 Fixed Rate Notes. Additionally, as required by the terms of the 2016 Fixed Rate Notes, the Company paid a $0.2 million prepayment premium.

In connection with the Acquisition, the commitments under the 2016 Variable Funding Notes were reduced to $25.0 million.

As of January 3, 2021, the effective interest rate of the 2018 Fixed Rate Notes, the 2020 Fixed Rate Class A-2-I Notes and 2020 Fixed Rate Class A-2-II Notes, 4.5%, 4.1% and 4.5%, respectively. The effective interest rate includes the impact of the loan origination costs.

The Sonic Co-Issuers intend to repay or refinance the Sonic Securitization Notes on or before the end of their expected lives. If the Sonic Co-Issuers prepay the debt prior to the anticipated repayment date the Sonic Co-Issuers may be required to pay a prepayment penalty under certain circumstances. In the event the 2018 and 2020 Fixed Rate Notes are not paid in full by the end of their expected lives, they are subject to an upward adjustment in the annual interest rate of at least 5%. In addition, principal payments will accelerate by applying all the royalties, lease revenues and other fees securing the debt, after deducting certain expenses, until the debt is paid in full. Also, any unfunded amount under the 2020 Variable Funding Notes will become unavailable.

The Sonic Co-Issuers and Sonic Franchising LLC (the “Guarantor”) are existing special purpose, bankruptcy remote, indirect subsidiaries and Affiliates of the Company that hold substantially all of Sonic's franchising assets and real estate. As of January 3, 2021, assets for these combined indirect subsidiaries totaled $1.6 billion, including receivables for royalties, certain Company and franchise drive-in real estate, intangible assets and restricted cash balances of $4.5 million. The Sonic Securitization Notes are secured by franchise fees, royalty payments and lease payments, and the repayment of the Sonic Securitization Notes are expected to be made solely from the income derived from the Sonic Co-Issuer’s assets. In addition, the Guarantor, a Sonic subsidiary that acts as a franchisor, has guaranteed the obligations of the Sonic Co-Issuers under the Sonic Securitization Notes and pledged substantially all its assets to secure those obligations.

Neither the Predecessor Parent nor the Successor Parent, the ultimate parent of the Sonic Co-Issuers and the Guarantor, nor any other subsidiary of the Predecessor or Successor Parent, guarantees or is in any way liable for the obligations of the Sonic Co-Issuers under the Sonic Securitization Notes. The Predecessor Parent has, however, agreed to cause the performance of certain obligations of its subsidiaries, principally related to managing the assets included as collateral for the Sonic Securitization Notes and certain indemnity obligations relating to the transfer of the collateral assets to the Sonic Co-Issuers.

The Sonic Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) required actions to better secure collateral upon the occurrence of certain performance-related events, (ii) application of certain disposition proceeds as note prepayments after a set time is allowed for reinvestment, (iii) maintenance of specified reserve accounts, (iv) maintenance of certain debt service coverage ratios, (v) optional and mandatory prepayments upon change in control, (vi) indemnification payments for defective or ineffective collateral, and (vii) covenants relating to recordkeeping, access to information and similar matters. If certain covenants or restrictions are not met, the Sonic Securitization Notes are subject to customary accelerated repayment events and events of default. Although management does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable.

10. FAIR VALUE OF FINANCIAL INSTRUMENTS

The fair value of financial instruments is the amount at which the instrument could be exchanged in a current transaction between willing parties. The Company has no financial liabilities that are required to be measured at fair value on a recurring basis.

The Company categorizes its assets and liabilities recorded at fair value based upon the following fair value hierarchy:

- Level 1 valuations use quoted prices in active markets for identical assets or liabilities that are accessible at the measurement date. An active market is a market in which transactions for the asset or liability occur with sufficient frequency and volume to provide pricing information on an ongoing basis.

- Level 2 valuations use inputs other than actively quoted market prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include: (a) quoted prices for similar assets or liabilities in active markets, (b) quoted prices for identical or similar assets or liabilities in markets that are not active, (c) inputs other than quoted prices that are observable for the asset or liability such as interest rates and yield curves observable at

commonly quoted intervals and (d) inputs that are derived principally from or corroborated by observable market data by correlation or other means.

- Level 3 valuations use unobservable inputs for the asset or liability. Unobservable inputs are used to the extent observable inputs are not available, thereby allowing for situations in which there is little, if any, market activity for the asset or liability at the measurement date.

The Company's cash equivalents are carried at cost, which approximates fair value and totaled $21.3 million and $34.0 million as of January 3, 2021 and December 29, 2019, respectively. This fair value is estimated using Level 1 methods.

The fair value of the 2018 Fixed Rate Notes and 2020 Fixed Rate Notes was estimated at $1,112.6 million versus a carrying value of $1,059.0 million. The 2020 Variable Funding Notes had no balance outstanding at January 3, 2021.

The fair value of the 2013 Fixed Rate Notes, 2016 Fixed Rate Notes and 2018 Fixed Rate Notes approximated the carrying value at December 29, 2019. The 2016 Variable Funding Notes had no balance outstanding at December 29, 2019.

Fair value is estimated using Level 2 inputs information gathered from brokers who trade in the Sonic Co-Issuers' notes.

11. INCOME TAXES

The Company's income (loss) before income taxes is classified by source as domestic income.

The components of the provision (benefit) for income taxes consist of the following.

	Successor		Successor	Predecessor	
	Year Ended		Dec. 8, 2018 -	Sep. 1, 2018 -	Year Ended
	Jan. 3, 2021	Dec. 29, 2019	Dec. 31, 2018	Dec. 7, 2018	Aug. 31, 2018
U.S. federal	$ 28,147	$ 3,568	$ (281)	$ —	$ 18,393
State	1,101	1,075	(117)	290	2,899
Current tax expense	29,248	4,643	(398)	290	21,292
U.S. federal	(3,152)	3,468	(3,226)	(6,498)	(3,898)
State	(8,152)	(2,689)	(65)	(568)	(52)
Deferred tax provision (benefit)	(11,304)	779	(3,291)	(7,066)	(3,950)
Income tax provision (benefit)	$ 17,944	$ 5,422	$ (3,689)	$ (6,776)	$ 17,342

Historically, the Company's taxable income or loss was included in the consolidated income tax return of the Predecessor Parent. In accordance with a formal tax sharing agreement between the Predecessor Parent and its subsidiaries, income taxes are reflected in these consolidated financial statements as if the Company filed tax returns on a stand-alone basis. The tax sharing agreement with the Predecessor Parent was terminated effective with the Acquisition at the close of business on December 7, 2018. As of the Acquisition date, the Company entered into a new tax sharing agreement with ARG Investment Corporation ("ARG Investment"). The tax sharing agreement was amended effective August 13, 2019, to reflect the new lead filer of the U.S. federal Form 1120, Inspire ("Tax Sharing Agreement"). For the tax periods beginning December 8, 2018, the Successor Parent and the Company are included in the consolidated U.S. federal and certain state income tax returns of Inspire. As of the Acquisition date, the Company continues to provide for U.S. federal income tax on a stand-alone basis, as if the Company and the Company's subsidiary files a hypothetical consolidated return separate from Inspire. Following the Acquisition, the Company provides for state taxes in accordance with the Tax Sharing Agreement. The Company makes tax payments directly to governmental jurisdictions for itself and Affiliates. Amounts due to the Predecessor Parent or Inspire related to U.S. federal and state income taxes are included in "Accrued income taxes payable" on the accompanying consolidated balance sheets. Amounts due from the Predecessor Parent or Inspire related to U.S. federal and state income taxes are included in "Prepaid income taxes" on the accompanying consolidated balance sheets.

For the years ended January 3, 2021, December 29, 2019, the Successor period, the Predecessor period and Predecessor fiscal year 2018, the provision for income taxes differs from the amount computed by applying the statutory federal income tax rate primarily due to the federal tax benefit of a statutory tax deduction and state income taxes net of federal benefit. Additionally, the Predecessor period was favorably impacted by the recognition of excess tax benefits related to the cancellation and cash out of stock options due to the Acquisition.

Beginning in Predecessor fiscal year 2018, the provision for income taxes was also favorably impacted by the Tax Cuts and Jobs Act ("TCJA") which was signed into law on December 22, 2017, significantly impacting several sections of the Internal Revenue Code. The most significant impacts on the Company include:

- Effective January 1, 2018, the U.S. corporate federal statutory income tax rate was reduced from 35% to 21%. Because of the Predecessor fiscal year end, the Company's blended statutory federal tax rate is 25.7% for Predecessor fiscal year 2018 and 21% thereafter.
- The Company remeasured its existing deferred tax assets and liabilities at the rate the Company expected to be in effect when those deferred taxes would be realized (either 25.7% if in Predecessor fiscal year 2018 or 21.0% thereafter). The Company recognized a discrete expense from the deferred tax remeasurement of approximately $2.2 million in Predecessor fiscal year 2018.

On March 27, 2020, the U.S. government enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act includes, but is not limited to, tax law changes related to (1) accelerated depreciation deductions for qualified improvement property placed in service after September 27, 2017, (2) reduced limitations of interest deductions, and (3) temporary changes to the use and limitations of net operating losses ("NOLs"). As a result of the CARES Act, the Company recorded a discrete net income tax benefit of $2.8 million in 2020.

Deferred tax assets and liabilities consist of the following:

	Successor	
	January 3, 2021	December 29, 2019
Deferred tax assets:		
Deferred income	$ 6,628	$ 6,700
Accrued compensation & related benefits	1,284	2,415
Interest expense limitation carryforward	—	2,237
State net operating losses	11,488	12,840
Other	798	1,086
Valuation allowance	(262)	(7,997)
Total deferred tax assets	$ 19,936	$ 17,281
Deferred tax liabilities:		
Intangible asset – trademark	$ (277,500)	$ (275,490)
Franchise rights	(55,406)	(58,691)
Intangible asset – developed technology	(16,287)	(21,686)
Owned and leased properties and related obligations	(5,524)	(7,447)
Prepaid expenses	(124)	(176)
Total deferred tax liabilities	(354,841)	(363,490)
Net deferred tax liabilities	$ (334,905)	$ (346,209)

The change in deferred tax assets and liabilities between 2019 and 2020 is primarily the result of a decision to reduce the valuation allowance previously recorded on various state NOLs. In making the determination to reduce the valuation allowance, the Company reviewed available positive and negative evidence as well as prudent and feasible tax planning strategies regarding the ability to realize the benefit of the related deferred tax assets. The valuation allowance was reduced because the Company believes it is more likely than not that the deferred tax assets will be realized.

Management does not believe the Company will be able to fully realize the state NOL carryforwards utilizing future income exclusive of the reversal of existing deferred tax liabilities and therefore has provided a net valuation allowance of $0.3 million and $8.0 million as of January 3, 2021 and December 29, 2019, respectively.

The gross amount and expiration dates of state NOL carryforwards as of January 3, 2021, are set forth below:

	Amount	Valuation Allowance	Expiration Date
Various state net operating losses	$ 12,685	$ (331)	2021-2040
Various state net operating losses	1,856	—	Indefinite
	$ 14,541	$ (331)	

The Company did not recognize any uncertain tax benefits as of January 3, 2021 or December 29, 2019. As of January 3, 2021, all tax positions taken by the Company are considered, more likely than not, to be sustained upon examination by a taxing authority.

The Company or one of its subsidiaries is subject to U.S. federal income tax and income tax in multiple U.S. state jurisdictions. At January 3, 2021, the Company was subject to income tax examinations for its U.S. federal income taxes and for state and local income taxes generally after August 31, 2015.

12. RELATED-PARTY TRANSACTIONS

On December 1, 2017, the Company entered into an intercompany services agreement with an Affiliate. Under the agreement, the Company provided support services to the Affiliate such as accounting, tax, legal, purchasing, human resources, budgeting, information technology and other general administrative services. In exchange, the Affiliate was obligated to pay a monthly fee. The monthly fee comprised of actual costs incurred by the Company to perform such services, plus a customary markup. For the year ended January 3, 2021, the Support Service fee was terminated and replaced by IRB Management Fee expenses, described below. Costs were $8.8 million, $0.0 million, $1.8 million and $8.3 million in the year ended December 29, 2019, the Successor period, the Predecessor period and Predecessor fiscal year 2018, respectively, and is included in “Management and support fees” on the accompanying consolidated statements of income.

On December 7, 2018, Sonic Holding Company entered into an intercompany services agreement with Inspire. Under the agreement, Inspire provides certain management advisory and tax consulting services to the Company. In exchange, the Company was obligated to pay a monthly fee (“IRB Management Fee”). The Company paid Inspire during the years ended January 3, 2021, December 29, 2019 and the Successor Period totaling $29.6 million, $27.2 million and $12.5 million, respectively, which is included in “Selling, general and administrative” expenses on the accompanying consolidated statements of income.

The Company has co-issued notes to third parties with certain Affiliates. The full amount of the notes is reflected as a liability on the Company’s consolidated balance sheets, and a receivable has been recorded for the Affiliate’s portion of the liability. The Company charges the Affiliates interest on their portion of the notes at a rate equal to the interest rate the Company incurs on the notes. While the Company expects the Affiliates to pay their portion of the liability, the receivable has been presented in the stockholder’s equity section of the consolidated balance sheets due to the control of the common parent inherent in the corporate consolidated group. The Affiliate’s portion of the liability, net of unamortized debt issuance costs, was $136.0 million and $91.2 million at January 3, 2021 and December 29, 2019, respectively. The Company reflected interest expense related to the Affiliate’s portion of the debt of $5.9 million, $4.3 million, $0.3 million, $1.2 million and $4.2 million in the years ended January 3, 2021, December 29, 2019, the Successor period, the Predecessor period and Predecessor fiscal year 2018, respectively, which was offset in interest income from Affiliates during the same periods.

The Company has advanced funds to an Affiliate under the terms of an intercompany loan agreement. While the Company does not anticipate the note receivable from the Affiliate will be repaid within one year, the amount due is payable on demand in accordance with the terms of the agreement. The note receivable is presented in the stockholder’s equity section of the consolidated balance sheets due to the control of the common parent inherent in the corporate consolidated group. The note receivable from advances to an Affiliate was $421.6 million and $458.0 million at January 3, 2021 and December 29, 2019, respectively.

Certain obligations with the Predecessor Parent and Affiliates are interest-bearing. Interest is charged between members of the corporate consolidated group at a published 30-day LIBOR (0.14%, 1.73%, 2.51%, 2.40% and 2.11% at January 3, 2021, December 29, 2019, December 31, 2018, December 7, 2018 and August 31, 2018, respectively) in accordance with an intercompany loan agreement. The Company recorded interest income from advances to Affiliates of $2.3 million,

$11.6 million, $3.2 million and $9.7 million in the years ended January 3, 2021, December 29, 2019, the Predecessor period and Predecessor fiscal year 2018, respectively. The Company also recorded interest expense for advances from Affiliates of $0.2 million, $0.7 million, $0.1 million and $0.3 million in the years ended January 3, 2021, December 29, 2019, the Predecessor period and Predecessor fiscal year 2018, respectively. Due to immateriality, there was no interest income or expense recorded in the Successor period.

13. STOCKHOLDER'S EQUITY

Share-Based Compensation

Certain of the Company's key employees were previously granted awards under the Maverick's, Inc. 2014 Stock Option Plan and the ARG Investment Corporation 2011 Stock Option Plan. On December 2, 2019 ("Modification Date"), these plans were assumed by Inspire.

As a result, Inspire maintains three equity incentive plans:

- The Inspire Brands, Inc. 2016 Stock Option Plan ("2016 Plan"), formerly the Jimmy John's, LLC Plan;
- The Inspire Brands, Inc. 2014 Stock Option Plan ("2014 Plan"), formerly the Mavericks, Inc. 2014 Stock Option Plan; and
- The Inspire Brands, Inc. 2011 Stock Option Plan ("2011 Plan"), formerly the ARG Investment Corporation 2011 Stock Option Plan (collectively, the "Plans").

Under these Plans, and subject to the terms of the underlying awards, each option holder is awarded the right to purchase shares of Inspire common stock. Additionally, at the Modification Date, Inspire modified the exercise price and number of previously granted options for the 2011 Plan, 2014 Plan, and 2016 Plan, solely as necessary to reflect changes in capitalization. As of the Modification Date, there were no awards to the Company's employees under the 2011 and 2016 Plans. Between the Modification Date and December 29, 2019, certain of the Company's key employees were granted stock options under the 2011 Plan. Shares authorized under each Plan were also modified solely as necessary to reflect changes in capitalization.

Certain of the Company's key employees have been granted stock options under the 2014 Plan. There are 602,822 shares of Inspire common stock authorized for issuance under the 2014 Plan, and as of January 3, 2021, there were 76,139 remaining shares of Inspire common stock available for future awards. Stock options awarded under the 2014 Plan have a contractual term of 10 years and an exercise price equal to the estimated fair value of the underlying shares of common stock on the date of grant. Each award vests upon the achievement of defined performance targets and/or in installments on defined anniversary dates over a service period of four years.

Certain of the Company's key employees have been granted stock options under the 2011 Plan. There are 341,049 shares of Inspire common stock authorized for issuance under the 2011 Plan, and as of January 3, 2021, there were no remaining shares of Inspire common stock available for future awards. Stock options awarded under the 2011 Plan have a contractual term of 10 years and an exercise price equal to the estimated fair value of the underlying shares of common stock on the date of grant. Each award vests upon the achievement of defined performance targets and/or in installments on defined anniversary dates over a service period of four years.

The following table summarizes share-based compensation activity under the Plans for the period ended January 3, 2021:

	Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (Years)
Outstanding at December 29, 2019	17,347	$ 489.99	
Granted	10,508	613.83	
Exercised	—	—	
Forfeited	(1,569)	476.24	
Expired	(532)	476.24	
Outstanding at January 3, 2021	25,754	$ 541.64	8.9
Vested or expected to vest at January 3, 2021	25,754	$ 541.64	8.9
Exercisable at January 3, 2021	7,251	$ 490.09	8.2

For the years ended January 3, 2021 and December 29, 2019, the Company recorded $1.0 million and 0.7 million of compensation expense for stock option awards issued under the 2014 Plan, respectively. In addition, the Company recorded incremental expense of $0.1 million during the year ended December 29, 2019, related to the stock option modification on December 3, 2019. Such compensation expense is included in "Selling, general and administrative" and as "Additional paid-in capital."

For stock options issued and outstanding at January 3, 2021, the Company expects to recognize $4.0 million of additional expense over the remaining weighted average service period of 2.1 years.

For the year ended January 3, 2021, the post-modification weighted average grant-date fair value of options awarded was $236 per option.

The determination of fair value was based on the following assumptions:

	Successor	
	2020	2019
Risk-free rate	0.4% to 1.0%	1.8% to 2.6%
Expected term	6.2 years	6.2 to 6.3 years
Expected volatility	35.3% to 39.6%	26.8% to 31.8%
Dividend yield	— %	— %

The risk-free interest rate assumption is based upon the grant date or modification date closing rate for U.S. Treasury notes that have a term approximating the expected term of the related options. The expected term is estimated to be between the latest date on which options vest and the contractual term. The expected volatility is based on the average historical volatility of similar companies in the Company's industry. The dividend yield assumption is based on the Company's expectation that it will not pay dividends for the foreseeable future.

14. EMPLOYEE BENEFIT AND CASH INCENTIVE PLANS

Effective January 1, 2020, Inspire sponsors a 401(k) defined contribution plan (the "401(k) Plan") in which all employees who meet certain minimum requirements may elect to participate. The 401(k) Plan permits employees to contribute up to 75% of their eligible compensation, subject to certain limitations. The 401(k) Plan provides for employer matching contributions of up to 4% of eligible compensation and for discretionary profit sharing contributions. Contributions made by Inspire are reflected on the Successor Parent's books.

Prior to 2020, the Predecessor Parent sponsored a qualified defined contribution 401(k) plan for employees meeting certain eligibility requirements. Under the plan, employees were entitled to make pre-tax contributions. The Company matched an amount equal to the employee's contributions up to a maximum of 6% of the employee's salaries depending on years of service and income. The Company's contributions were $1.9 million, $0.1 million, $0.6 million and $1.8 million for the year ended December 29, 2019, the Successor period, the Predecessor period and Predecessor fiscal year 2018, respectively.

The Company and Inspire have short-term and long-term cash incentive plans (the "Incentive Plans") that apply to certain employees, and grants of awards under the Incentive Plans were at all times subject to the approval of the Predecessor and Successor Parent's Board of Directors. Under certain awards pursuant to the Incentive Plans, if predetermined earnings goals are met, a predetermined percentage of the employee's salary may be paid in the form of a bonus. The Company recognized as expense of $4.1 million, $12.8 million, $0.5 million, $2.4 million and $8.7 million for the years ended January 3, 2021, December 29, 2019, the Successor period, the Predecessor period and Predecessor fiscal year 2018, respectively.

15. CONTINGENCIES

Payment Card Incident

On October 4, 2017, a public statement was issued notifying guests and the public that credit and debit card numbers may have been acquired without authorization as part of a malware attack experienced at certain Sonic Drive-In locations.

The Company was named as a defendant in nine purported consumer class action complaints, which cases were centralized in the Northern District of Ohio (the "Consumer Litigation"). The Consumer Litigation asserted various claims related to the Company and certain Affiliates' alleged failure to safeguard customer credit card information. The plaintiffs in the Consumer Litigation sought monetary damages, injunctive and declaratory relief, and attorneys' fees and costs. On August 12, 2019, the court approved an agreed class settlement of the Consumer Litigation. In part, the class settlement provided that, in exchange for a release of claims against the Company and certain affiliates, franchisees and relevant vendors, the Company shall pay a total of $4.3 million into a settlement fund to cover eligible consumer class member claims, attorneys' fees, and costs of administration. In January 2019, the settlement was paid in full by the Company's cyber liability insurance.

Following the announcement of the Consumer Litigation, the Company was named as a defendant in two additional purported class action complaints filed by financial institutions, both of which have been centralized in the Northern District of Ohio (the "Financial Institution Litigation"). The plaintiffs in the Financial Institution Litigation assert they suffered, and continue to suffer, financial losses as a result of the Company and certain Affiliates' implementation of inadequate measures to protect financial institutions' payment card data from being stolen and seek monetary damages, injunctive and declaratory relief, and attorneys' fees and costs. In July 2020, the Court granted in part and denied in part the Company's motion to dismiss, dismissing all but the Plaintiffs' common law negligence claim and significantly narrowing the scope of the negligence claim that remained. In November 2020, the Court granted the plaintiffs' motion for class certification. The Company has filed a Rule 23(f) Petition with the Sixth Circuit Court of Appeals seeking to appeal on an interlocutory basis the Court's certification order. The Company cannot reasonably estimate the range of potential losses that may be associated with the litigation.

The Company's cyber liability expenses and losses to date have exceeded the Company's insurance coverage for the applicable policy period. Future expenses and losses related to the Financial Institution Litigation will be incurred by the Company and are not estimable. The Company also cannot provide assurance that it will not become subject to other inquiries or claims relating to the payment card incident in the future. Because coverage under the cyber insurance policy applicable to the payment card incident has been exhausted, any future claims that would be covered by this policy, absent its exhaustion, would become the Company's liability.

Other Litigation

The Company is involved in various other legal proceedings and has certain unresolved claims pending. Based on the information currently available, management believes that all claims currently pending are either covered by insurance or would not have a material adverse effect on the Company's business, operating results or financial condition.

16. SUBSEQUENT EVENTS

The Company has reviewed and considered all other significant events occurring subsequent to January 3, 2021 and up until March 25, 2021, the date the financial statements were available to be issued.

EXHIBIT G
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA

STATE SPECIFIC ADDENDA

The following are additional disclosures for the Franchise Disclosure Document of Sonic as required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

1. No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

> No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

MARYLAND ADDENDUM

1. The following language is added to the end of the "Summary" sections of Item 17(c), entitled **Requirements for You to Renew or Extend**, and Item 17(m), entitled **Conditions for Sonic's Approval of Transfer**:

> Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the "Summary" section of Item 17(h), entitled **"Cause" Defined – Defaults Which Cannot be Cured**:

> Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The following language is added to the end of the "Summary" section of Item 17(v), entitled **Choice of Forum**:

> Licensee may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law, unless preempted by the Federal Arbitration Act.

4. The following language is added to the end of the "Summary" section of Item 17(w), entitled **Choice of Law**:

> ; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to any arbitration obligations, you may bring an action in Maryland.

5. The following language is added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

MINNESOTA

1. The State Cover Page of the Disclosure Document and Item 17 of the Disclosure Document are modified by the addition of the following:

"Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat.§80C. or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction."

"These franchises have been registered under the Minnesota Franchise Act. Registration does not constitute approval, recommendation or endorsement by the Commissioner of Commerce of Minnesota or a finding by the Commissioner that the information provided herein is true, complete and not misleading."

"The Minnesota Franchise Act makes it unlawful to offer or sell any franchise in this state which is subject to registration without first providing to the franchisee, at least 7 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 7 days prior to the payment of any consideration by the franchisee, whichever occurs first, a copy of this Disclosure Document, together with a copy of all proposed agreements relating to the franchise. This Disclosure Document contains a summary only of certain material provisions of the franchise and area development agreement. The contract or agreement should be referred to for an understanding of all rights and obligations of both the franchisor and the franchisee.

2. Item 13 of the Disclosure Document, under the heading "Trademarks," shall be supplemented by the addition of the following paragraph:

"The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim. You must cooperate in the defense in any reasonable manner we prescribe with any direct cost of such cooperation to be borne by us."

3. The last paragraph of Item 17 of the Disclosure Document shall be supplemented by the addition of the following language:

"Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waiver compliance or which has the

effect of waiving compliance with any provision of the Minnesota Franchise Law is void. Sonic Franchising LLC will comply with Minn. Stat. §80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of for nonrenewal of the Franchise Agreement."

"Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation or waiver that would relive any person from liability imposed by Minnesota Statutes §80C.01-80C.22."

NORTH DAKOTA

1. The "Summary" sections of Items 17(c) and (m) of the Franchise Disclosure Document are amended by adding the following:

(Any release executed will not apply, to the extent prohibited by applicable law, with respect to claims arising under the North Dakota Franchise Investment Law.)

2. The "Summary" section of Item 17(r) of the Franchise Disclosure Document is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in the state of North Dakota. However, we will seek to enforce them to the extent enforceable.

3. The "Summary" section of Item 17(v) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following:

Litigation generally must be in courts closest to our then current principal business address (currently Atlanta, Georgia), except that to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

4. The "Summary" section of Item 17(w) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following.

Except for federal law, North Dakota law applies.

* * * * * * * * * * * * * * * *

ASSURANCE OF DISCONTINUANCE
STATE OF WASHINGTON

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance ("AOD") with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

RIDER TO THE SONIC FRANCHISING LLC
LICENSE AGREEMENT
FOR USE IN MARYLAND

This Rider is made and entered into as of _____, 2022 by and between **SONIC FRANCHISING LLC**, a Delaware limited liability company ("Sonic"), and _____, a _____ ("Licensee").

1. **BACKGROUND**. Sonic and Licensee are parties to that certain License Agreement dated _____, 2022 that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the License Agreement. This Rider is annexed to and forms part of the License Agreement. This Rider is being signed because (a) Licensee is a resident of Maryland, or (b) the Sonic Drive-In will be located or operated in Maryland.

2. **RELEASES**. The following language is added to the end of Sections 14.02(b)(vii) and 5.02(f) of the License Agreement:

> ; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **GOVERNING LAW**. The following sentence is added after the first sentence of Section 22.07 of the License Agreement:

> However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **LIMITATIONS OF CLAIMS**. The following sentence is added to the end of Section 22.05 of the License Agreement:

> , except that any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

5. **ACKNOWLEDGMENTS**. The following language is added to the end of the License Agreement:

> All representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have signed this Rider as of the dates set forth by their signatures, to be effective as of the Effective Date.

Licensor: **SONIC FRANCHISING LLC**

By:_____
(Vice) President
Date: _____, 20___

Licensee: _____

By:_____
_____, Managing Member
Date: _____, 20___

RIDER TO THE SONIC FRANCHISING LLC
LICENSE AGREEMENT
FOR USE IN MINNESOTA

This Rider is made and entered into as of _____, 20___ by and between **SONIC FRANCHISING LLC**, a Delaware limited liability company ("Sonic"), and _____, a _____ ("Licensee" or "you").

1. **BACKGROUND**. Sonic and Licensee are parties to that certain License Agreement dated _____, 2022 that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the License Agreement. This Rider is annexed to and forms part of the License Agreement. This Rider is being signed because (a) you will operate under the License Agreement will be located in Minnesota and/or (b) any of the franchise offering or sales activity occurred in Minnesota.

2. **RELEASES**. Sections 5.02(f) and 14.02(b)(vii) of the License Agreement are amended by adding the following:

> , provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **TRADEMARKS**. The following is added as a new subparagraph 9.06 of the License Agreement:

> The State of Minnesota considers it unfair to not protect your rights to use the trademarks. Therefore, in accordance with Minnesota Stat. §80C.12, Subd. 1(g), we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. **TERMINATION OF AGREEMENT**. The following language is added to the License Agreement as new Section 15.04.:

> Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. §80C.14 Subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of this Agreement.

5. **INJUNCTIVE RELIEF**. The following language is added to the end of Section 22.03 of the License Agreement:

> Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by you, we will forthwith be entitled to seek an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief.

6. **LIMITATIONS OF CLAIMS**. The following language is added to the end of Section 22.05 of the License Agreement:

However, Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

7. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. If and to the extent required by the Minnesota Franchises Law, subparagraph 22.04 of the Franchise Agreement is deleted.

8. **GOVERNING LAW AND CONSENT TO JURISDICTION**. The following language is added to the end of Sections 22.07 of the License Agreement:

> Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

9. **WAIVER OF JURY TRIAL**. If and then only to the extent required by the Minnesota Franchises Law, the second paragraph of Section 22.04 of the License Agreement is deleted.

10. **LIMITATION OF CLAIMS**. Section 22.05 of the License Agreement is amended by adding the following language:

> ; provided, however, that Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

Licensor: **SONIC FRANCHISING LLC**

By:_____
(Vice) President
Date: _____, 20___

Licensee: _____

By:_____
_____, Managing Member
Date: _____, 20___

RIDER TO THE SONIC FRANCHISING LLC
LICENSE AGREEMENT
FOR USE IN NORTH DAKOTA

This Rider is made and entered into as of _____, 20___ by and between **SONIC FRANCHISING LLC**, a Delaware limited liability company ("Sonic"), and _____, a _____ ("Licensee").

1. **BACKGROUND**. Sonic and Licensee are parties to that certain License Agreement dated _____, 2022 that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the License Agreement. This Rider is annexed to and forms part of the License Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the Sonic Restaurant that you will operate under the License Agreement will be located or operated in North Dakota and/or (b) any of the franchise offering or sales activity occurred in North Dakota.

2. **RELEASES**. Sections 5.02(f) and 14.02(b)(vii) of the License Agreement are amended by adding the following:

> , provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE**. Section 17.03 of the License Agreement is amended by adding the following:

> Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, you acknowledge and agree that we intend to seek enforcement of these provisions to the extent allowed under the law.

4. **GOVERNING LAW**. Section 22.07 of the License Agreement is amended to read as follows:

> **EXCEPT TO THE EXTENT GOVERNED BY THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH DAKOTA, EXCEPT THAT ANY NORTH DAKOTA LAW REGULATING THE OFFER AND SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISEE WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION.**

5. **CONSENT TO JURISDICTION**. Section 22.04 of the License Agreement is amended to read as follows:

> **SUBJECT TO SUBSECTION 17.F. AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF GENERAL JURISDICTION CLOSEST TO WHERE WE HAVE OUR PRINCIPAL BUSINESS ADDRESS AT THE TIME THE ACTION IS**

COMMENCED, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS; PROVIDED, HOWEVER, THAT TO THE EXTENT REQUIRED BY APPLICABLE LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE RESTAURANT IS LOCATED.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL**. To the extent required by the North Dakota Franchise Investment Law, Section 22.04 of the License Agreement is deleted.

7. **LIMITATIONS OF CLAIMS**. Section 22.05 of the License Agreement is amended by adding the following language:

The time limitations set forth in this Subsection might be modified by the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the date stated on the first page above.

Licensor: **SONIC FRANCHISING LLC**

By:_____
(Vice) President
Date: _____, 20___

Licensee: _____

By:_____
_____, Managing Member
Date: _____, 20___

EXHIBIT H
TO THE SONIC FRANCHISE DISCLOSURE DOCUMENT

RECEIPTS

State Effective Dates

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	March 24, 2023, as amended May 24, 2023 (Exempt)
Hawaii	*Pending*
Illinois	March 24, 2023, as amended May 24, 2023 (Exempt)
Indiana	March 24, 2023, as amended May 24, 2023 (Exempt)
Maryland	March 28, 2023, as amended May 24, 2023 (Exempt)
Michigan	March 24, 2023, as amended May 24, 2023
Minnesota	April 17, 2023, as amended _____ (*pending*)
New York	March 24, 2023, as amended May 24, 2023 (Exempt)
North Dakota	March 27, 2023, as amended May 24, 2023 (Exempt)
Rhode Island	March 29, 2023, as amended May 24, 2023 (Exempt)
South Dakota	March 26, 2023, as amended May 24, 2023
Virginia	March 27, 2023, as amended May 24, 2023 (Exempt)
Washington	April 2, 2023, as amended May 24, 2023 (Exempt)
Wisconsin	March 29, 2023, as amended May 24, 2023

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the License Agreement, Development Agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If Sonic Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Sonic Franchising, LLC does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state administrator listed in Exhibit F. Sonic Franchising, LLC's agents for service of process are listed in Exhibit A.

Issuance Date: March 24, 2023, as amended May 24, 2023

The franchise seller for this offering is _____, Sonic Franchising, LLC, Three Glenlake Parkway NE, Atlanta, Georgia 30328, 678-514-4100.

I received a Franchise Disclosure Document issued March 24, 2023, as amended May 24, 2023. This Disclosure Document included the following Exhibits:

(A) State Administrators and Agents for Service of Process
(B) Number 23 License Agreement
(C) Number 23 Development Agreement
(D) Confidentiality Agreement
(E-1) Franchisees and Their Sonic Drive-Ins
(E-2) Franchisees Whose Sonic Drive-Ins Had Not Opened as of January 2, 2023
(E-3) Developers
(E-3) Developers
(E-4) Franchisees Who Ceased to Do Business under a Sonic Drive-In License Agreement
(E-5) Developers Who Had a Development Agreement Terminated
(F) Financial Statements
(G) State Specific Addenda
(H) Receipts

Date:_____

Signed:_____
Print Name:_____
Address:_____
City:_____ State_____
Phone (__)_____ Zip_____

COPY FOR FRANCHISEE

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the License Agreement, Development Agreement and other information in plain language. Read this Franchise Disclosure Document and all agreements carefully.

If Sonic Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Sonic Franchising, LLC does not deliver this Franchise Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state administrator listed in Exhibit F. Sonic Franchising, LLC's agents for service of process are listed in Exhibit A.

Issuance Date: March 24, 2023, as amended May 24, 2023

The franchise seller for this offering is _____, Sonic Franchising, LLC, Three Glenlake Parkway NE, Atlanta, Georgia 30328, 678-514-4100.

I received a Franchise Disclosure Document issued March 24, 2023, as amended May 24, 2023. This Disclosure Document included the following Exhibits:

(A) State Administrators and Agents for Service of Process
(B) Number 23 License Agreement
(C) Number 23 Development Agreement
(D) Confidentiality Agreement
(E-1) Franchisees and Their Sonic Drive-Ins
(E-2) Franchisees Whose Sonic Drive-Ins Had Not Opened as of January 2, 2023
(E-3) Developers
(E-3) Developers
(E-4) Franchisees Who Ceased to Do Business under a Sonic Drive-In License Agreement
(E-5) Developers Who Had a Development Agreement Terminated
(F) Financial Statements
(G) State Specific Addenda
(H) Receipts

Date:_____

Signed:_____
Print Name:_____
Address:_____
City:_____ State_____
Phone (__)_____ Zip_____

COPY FOR SONIC FRANCHISING, LLC