FRANCHISE DISCLOSURE DOCUMENT

QUALITY IS OUR RECIPE, LLC
(a Delaware limited liability company)
One Dave Thomas Boulevard, P.O. Box 256
Dublin, OH 43017
(614) 764-3100
www.wendys.com

Quality Is Our Recipe, LLC

The franchisee will operate a Wendy's quick-service restaurant (the "Wendy's Restaurant" or the "Restaurant") which offers a limited menu of prepared to order food, including hamburgers, chicken sandwiches, breakfast sandwiches, and complementary items.

The total investment necessary to begin operation of a Wendy's Restaurant will vary depending upon whether the property is purchased for cash, financed or leased, as well as other factors, but it normally ranges from $1,985,500 to $4,622,000 if you purchase for cash, $620,500 to $1,467,000 if you finance, and $320,500 to $698,500 if you lease (see Item 7). This includes an amount between $0-$55,000 that must be paid to the franchisor or its affiliates.

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

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, DC 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 23, 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. You can find their names and contact information in Item 10 or *Exhibits R-1 or S-3*.
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 S* 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 Wendy's business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Wendy's franchisee?	Item 20 or *Exhibits R-1 and R-3* list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Ohio 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.

TABLE OF CONTENTS

ITEM 1	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	1
ITEM 2	BUSINESS EXPERIENCE	8
ITEM 3	LITIGATION	10
ITEM 4	BANKRUPTCY	13
ITEM 5	INITIAL FEES	13
ITEM 6	OTHER FEES	16
ITEM 7	ESTIMATED INITIAL INVESTMENT	21
ITEM 8	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	25
ITEM 9	FRANCHISEE'S OBLIGATIONS	31
ITEM 10	FINANCING	33
ITEM 11	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	35
ITEM 12	TERRITORY	47
ITEM 13	TRADEMARKS	48
ITEM 14	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	50
ITEM 15	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	51
ITEM 16	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	52
ITEM 17	RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	53
ITEM 18	PUBLIC FIGURES	57
ITEM 19	FINANCIAL PERFORMANCE REPRESENTATIONS	57
ITEM 20	OUTLETS AND FRANCHISEE INFORMATION	68
ITEM 21	FINANCIAL STATEMENTS	76
ITEM 22	CONTRACTS	77
ITEM 23	RECEIPT (Your Copy)	LAST PAGES
ITEM 23	RECEIPT (Our Copy)	LAST PAGES

EXHIBITS

A	State Administrator List
B	The Franchise Agreement (with Ownership Acknowledgment, Guaranty, and DPA attached as exhibits), Frosty Cart Addendum, and various State Addenda
C-1	Development Agreement
C-2	Groundbreaker Development Agreement
C-3	Pacesetter Development Agreement
C-4	Hybrid Groundbreaker & Pacesetter Development Agreement
D	Relationship Agreement
E	New Build Minimum Requirements
F	Remodel Minimum Requirements
G	Refresh Minimum Requirements
H	Refresh Lite Minimum Requirements
I	Mid-Term Lite Touch Minimum Requirements
J	Renewal Agreement
K	Agents for Service of Process
L	Preliminary Letter Agreement
M	Project Management Agreement
N	REPP Letter of Agreement (with Release, Sublease, and Project Management Agreement as exhibits)
O	Build to Suit Letter of Agreement (with Release, Guaranty, Sublease, and Franchise Agreement Addendum as exhibits)
P	Financing Documents
Q	Table of Contents of Operations Standards Manual
R-1	List of Outlets by State
R-2	List of Franchise Agreements Signed but Outlets Not Open
R-3	List of Former Franchisees
S	Financial Statements
T	Wendy's Technology Products and Services Agreement
U	WenDigital Products and Services Agreement

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

About The Franchisor

The franchisor is Quality Is Our Recipe, LLC. To simplify the language in this disclosure document, "Quality", "we" or "us" means Quality Is Our Recipe, LLC, the franchisor. Quality is a Delaware limited liability company formed in April 2015. Quality does business and intends to do business under the names "Wendy's" and "Wendy's Old Fashioned Hamburgers." Quality's principal business address is One Dave Thomas Boulevard, Dublin, Ohio 43017. Unless indicated differently, all dollar amounts referenced in this disclosure document will refer to U.S. dollars.

One of our predecessors and intermediate corporate parents is Wendy's International, LLC ("WIL"), an Ohio limited liability company which has been doing business since November, 1969, when it opened its first Wendy's Restaurant in Columbus, Ohio. From its inception through December 31, 2013, WIL did business as a corporation as "Wendy's International, Inc."; it converted from a corporation to a limited liability company -- Wendy's International, LLC -- on December 31, 2013. As a result, references in this disclosure document to Wendy's International, LLC, for events preceding December 31, 2013, are to Wendy's International, Inc. WIL's principal business address is One Dave Thomas Boulevard, Dublin, Ohio 43017. WIL offered franchises for Wendy's Restaurants in the United States between 1971 and June 1, 2015, the date the financing transaction described below became effective. We became the franchisor of Wendy's Restaurants in the United States on that date.

We also became the franchisor of Wendy's Restaurants outside of the United States (except in Canada) on June 1, 2015. Before that date, our predecessors Wendy's Global, Inc. and Wendy's Global Restaurants, LLC granted franchises for Wendy's Restaurants in countries other than the United States and Canada. Both entities maintained their principal place of business at One Dave Thomas Boulevard, Dublin, Ohio 43017.

The Wendy's Company ("Wendy's Co") is our ultimate corporate parent and Wendy's Restaurants, LLC ("Wendy's LLC") (previously "Wendy's/Arby's Restaurants, LLC" until July 5, 2011) is one of our intermediate corporate parents. Both entities are located at One Dave Thomas Boulevard, Dublin, Ohio 43017.

Wendy's SPV Guarantor, LLC ("WSPVG"), a Delaware limited liability company that was formed in April 2015 in connection with the financing transaction described below, is our other indirect corporate parent. WSPVG's principal business address is One Dave Thomas Boulevard, Dublin, Ohio 43017.

Our direct corporate parent is Wendy's Funding, LLC, a Delaware limited liability company formed in April 2015 in connection with the financing transaction described below. The principal business address of Wendy's Funding, LLC is One Dave Thomas Blvd., Dublin, Ohio 43017.

The Financing Transaction and the Management Agreement

On June 1, 2015, Quality's predecessor, WIL, engaged in a securitization transaction which resulted in repayment in full (or the funding of a deposit towards repayment in full) of its senior secured credit facilities and the establishment of a new securitized financing facility ("Securitization Transaction").

A securitization financing involving a franchisor, such as Quality's predecessor WIL, requires a franchisor to restructure itself and form new entities. Immediately upon the closing of the Securitization Transaction, the new franchisor of Wendy's Restaurants in the United States and internationally (except

Canada) became Quality, which had contributed to it and became the owner of all existing and future Wendy's Franchise Agreements and Development Agreements, and began to serve as "franchisor" of the Wendy's franchise system, for Wendy's Restaurants in the United States and all international jurisdictions except Canada. Quality also had contributed to it and became the owner of substantially all existing and thereafter acquired United States, Canadian and international Wendy's intellectual property related to the Wendy's brand (including all trademarks, serve marks, patents, copyrights, trade secrets, confidential or proprietary information, all social media account names or identifies and all registrations related thereto) (see Items 13-14 of this disclosure document for detailed information regarding the Wendy's trademarks, service marks, patents, copyrights and proprietary information). Following the Securitization Transaction, Quality, as franchisor of the Wendy's brand, has received all Wendy's franchisee payments (including initial franchise fees, royalties and any payments paid or owed by Wendy's franchisees related to financing notes or other financing agreements entered into by them with WIL) from franchised Wendy's Restaurants in the United States and internationally (except Canada).

Following the closing of the Securitization Transaction, and under a Management Agreement between WIL and Quality which was entered into at the time of the Securitization Transaction, WIL has, at all times acting on Quality's behalf, discharged all of Quality's duties and obligations under Wendy's Franchise Agreements governing Wendy's Restaurants in the United States, its territories and possessions (and all international jurisdictions except Canada), including: discharging all of Quality's obligations to franchisees; managing the Wendy's system; marketing, offering and negotiating new and renewal Wendy's Franchise Agreements (in WIL's capacity as Quality's "franchise broker"); furnishing assistance to Wendy's franchisees in the United States, its territories and possessions (and all international jurisdictions except for Canada); implementing Quality's quality assurance programs; and otherwise, on Quality's behalf, discharging and fulfilling all duties which Quality owes under franchise agreements governing Wendy's Restaurants in the United States, its territories and possessions (and all international jurisdictions except Canada).

In connection with the closing of the Securitization Transaction, all of WIL's senior officers were appointed Quality's senior officers (in the same capacities). As post-securitization manager of the Wendy's system, WIL has also continued to fulfill its duties to the Wendy's national advertising governing entity, WNAP (see Item 11 of this disclosure document under the subheading "Advertising and Promotion").

Also following the closing of the Securitization Transaction, WIL has continued to employ all of the persons who provide services to Wendy's franchises on Quality's behalf pursuant to the terms of the Wendy's Franchise Agreement (and who in the past provided services to franchisees when WIL served as franchisor of the Wendy's system). If WIL at any time fails to perform its obligations to Wendy's franchisees under the Management Agreement WIL entered into with Quality, then WIL may be replaced as manager of the Wendy's franchise system. However, as franchisor, Quality will always be ultimately responsible for ensuring that all duties and obligations owed to Wendy's franchisees under their Wendy's Franchise Agreements are fulfilled.

Following the closing of the Securitization Transaction, Quality became a direct, wholly-owned subsidiary of Wendy's Funding, LLC, a newly formed, special purpose Delaware limited liability company and an indirect, wholly-owned subsidiary of WIL, which issued the securitization financing notes to investors. Further, WSPVG, a newly formed, special purpose Delaware limited liability company and an indirect, wholly-owned subsidiary of WIL, is the holding company of Wendy's Funding, LLC. Certain subsidiaries of WIL also contributed assets to the Securitization Transaction. Quality, Wendy's SPV Guarantor, LLC and any other subsidiaries of Wendy's Funding, LLC guarantee the financing indebtedness assumed by Wendy's Funding, LLC.

As manager of the Wendy's system following the closing of the Securitization Transaction, and pursuant to the above-referenced Management Agreement entered into between WIL and Quality, WIL will

be responsible for the overall management of the business of all of the entities identified herein, including administering collections, franchising, marketing, real property, intellectual property, and operating and reporting services on their behalf. The businesses of these previously identified entities generally includes the development and franchising of Wendy's Restaurants.

Wendy's Funding, LLC has refinanced the Securitization three times, on January 17, 2018; June 26, 2019; and June 22, 2021. The proceeds from each refinancing were used, in part, to repay certain notes issued in connection with the Securitization, and in 2021 additional funds were used for general corporate purposes, which may include funding for growth initiatives, return of capital to shareholders, or additional debt retirement ("General Corporate Purposes"). Additionally, Wendy's Funding, LLC completed a debt financing transaction on April 1, 2022, for which the net proceeds were used for General Corporate Purposes. None of these transactions resulted in any changes to the structure of Wendy's Co. or any of its subsidiaries, including WIL and Quality.

Our Franchises

Quality grants franchises for the operation of Wendy's Restaurants, Quality and/or its affiliates also own and operate Wendy's Restaurants ("Company Restaurants") and on occasion lease and sell Wendy's Restaurants as well as other real estate interests owned by Quality and/or its affiliates. The only franchise currently offered by Quality is a franchise to own and operate Wendy's Restaurants. Quality has not offered franchises in any other line of business. As of January 1, 2023, there were 5,994 Wendy's Restaurants operating in the United States and 1,101 Wendy's Restaurants operating outside the United States (including U.S. territories). Of the total Restaurants in the United States, 5,591 are franchised and 403 are company operated. R. Dave Thomas was the founder of Wendy's.

The person (or persons) who signs a Franchise Agreement with Quality will be referred to in this disclosure document as "you." Certain provisions of the Franchise Agreement will also apply to your partners (if you are a partnership), to your shareholders (if you are a corporation), to your members (if you are a limited liability company), and to certain other parties involved in your business, like guarantors, managers and operators. You will be required to operate your Wendy's Restaurant in accordance with the Franchise Agreement and Quality's standards and specifications. The Franchise Agreement is attached to this disclosure document as ***Exhibit B***. A franchisee may be required to enter into either a Development Agreement (***Exhibit C-1***), a Groundbreaker Development Agreement (***Exhibit C-2***), or a Pacesetter Development Agreement (***Exhibit C-3)*** (each a version of Quality's "Development Agreement") in some situations, such as the purchase of a Company Restaurant from Quality and/or one of its affiliates, or in other instances. In addition, a franchisee may be required to sign a Relationship Agreement (***Exhibit D***) in some situations, including the purchase of a Company Restaurant from Quality and/or one of its affiliates, significant transfers of interest, and joint capital and market plans in which Quality and/or one of its affiliates is providing consideration or accommodations.

The U.S. System Optimization Initiative

Quality supports a System Optimization initiative designed to facilitate franchisee-to-franchisee transfers of Restaurants, as well as the evaluation of strategic acquisitions of franchised Restaurants and strategic dispositions of Company Restaurants to existing and new franchisees to further strengthen the franchisee base, drive new restaurant development and accelerate image activation adoption. Image activation includes innovative exterior and interior restaurant designs, products, procedures and standards ("Image Activation").

As part of System Optimization, if Quality approves you to do so, you may participate in Quality's Franchise Flip program whereby you acquire your Wendy's Restaurant(s) from a selling franchisee and

Quality facilitates the transfer of the Restaurant(s) to you. Franchise Flip transactions typically involve the sale of multiple Restaurants by an existing Franchisee. In the Franchise Flip program, Quality's appointed management personnel assist in the transaction for the purchase of the Restaurants by providing due diligence and valuation services as well as deal oversight and transition management. Approved buyer/new franchisees receive new franchise agreements for the Restaurants and may be required to execute Quality's Relationship Agreement and a Development Agreement in connection with the transaction. The Development Agreement provides for the development of a specified number of Wendy's Restaurants within a defined geographic area according to a development schedule. For each Restaurant opened under the Development Agreement, the developing franchisee must sign Quality's then-current franchise agreement. Qualifying franchisees that are approved to acquire Restaurants through the Franchise Flip program are determined based upon financial health, adequacy of infrastructure and resources, access to capital, and minimal recent acquisition activity. Existing Wendy's Franchisees are also evaluated based upon brand engagement and leadership, compliance with brand initiatives, participation in brand-recommended marketing initiatives, including promotions at brand-recommended pricing, operational history (including facilities analyses and upkeep), and historical compliance with Wendy's contractual obligations.

Your Wendy's Restaurant must be built to Quality's current image specifications as to exterior trade dress and interior decor. Most existing Wendy's Restaurants are freestanding brick buildings which are uniform in design and appearance, have single or double drive-through windows, and provide parking for approximately 20 to 45 cars. Some are non-traditional and/or smaller format locations, like delivery kitchens, hospitals, airports, shopping malls, travel centers, and mobile vessels or carts (including Frosty® Carts). In this disclosure document, all of these location types are included in references to "Restaurants", unless otherwise specified. The typical freestanding Wendy's Restaurant has preparation and serving areas and a dining room with a capacity for 30 to 65 or more persons. Wendy's Restaurants are designed to serve food made to order, provide prompt service, and handle high volumes of customers both inside the Wendy's Restaurant and from the pick-up window.

If you build a new Freestanding Restaurant, an in-line or non-traditional Restaurant, you must build the Wendy's Restaurant with one of our approved Image Activation building designs. The Image Activation standards include interior and exterior building designs, reimaging standards, and various systems, equipment, and products, which are intended to enhance the total customer experience at Wendy's Restaurants. Image Activation standards are evolving as we and our affiliates continue to build and reimage Wendy's Restaurants under Image Activation and our franchisees also begin to complete reimaging and new restaurant development under Image Activation standards. In 2023, the principal Image Activation designs for new restaurant construction or for "scrape and rebuilds" are the Global Next Gen designs. The Global Next Gen designs offer an adaptable seating capacity. When you are reimaging your Restaurant, the principal Image Activation designs are Remodel, Refresh, and the Refresh Lite designs, all of which incorporate design elements borrowed from our Smart Family of designs. The designs that are available for reimaging depend upon the sales levels at the Restaurant being reimaged (see this Item 1 and Item 6). You may choose to add various pre-approved upgrades to the Global Next Gen, Remodel, Refresh, and Refresh Lite designs, which will increase the cost to build, scrape and rebuild, or reimage the Wendy's Restaurant. The Global Next Gen designs and any available upgrades are described in Item 7 and on WeConnect (defined below), in addition to ***Exhibits E, F, G, H, and I*** of this disclosure document.

Reinvestment and Restaurant Reimage Requirements

Wendy's franchisees are required to reimage 85% of their existing Restaurants by the end of 2023, and 100% of their Restaurants by 2024, unless they have executed an eligible Groundbreaker or Pacesetter Development Agreement. Under the franchise agreement (***Exhibit B*** to this disclosure document), Quality requires that franchisees refurbish and remodel all of their Restaurants once every ten years, and again

before renewal. Starting in 2025, Wendy's franchisees will be required to begin their ten year refurbishments under Wendy's "Lite Touch" program.

All Restaurants must be reimaged under the Remodel, Refresh, or Refresh Lite designs. All 2023 Image Activation Remodels, Refresh, Refresh Lite, scrape and rebuilds, and gut and rebuilds are eligible for an Image Activation Program Renewal, provided that the Restaurant is under construction on or before January 1, 2024. Under this program, you may elect to renew your Franchise Agreement at the time your Restaurant's reimage is completed and receive a new Franchise Agreement (with a term of 20 years, ***plus*** an additional renewal right), for approved Refresh, Refresh Lite, or Remodel work. If your reimage is a scrape and rebuild or gut and rebuild and you elect to renew, the new Franchise Agreement's initial term will be, at your option, 20 or 25 years. A copy of the Renewal Agreement is set forth as ***Exhibit J***. You are responsible for all renewal fees. You must elect to renew your Franchise Agreement within 12 months after the reimaging of your Restaurant is completed to obtain an Image Activation Program Renewal. If a Restaurant has been reimaged under Quality's current image standards, the franchise agreement may be eligible for renewal after having a current Facility Evaluation ("FE") completed at your own cost, with all work completed prior to renewal, rather than a full reimage.

Quality will provide to each Wendy's franchisee further information and a listing of its franchised restaurants. The franchisee must select which of its Restaurants to reimage in order to fulfill the reimaging requirement for 2023, and must timely communicate those selections to Quality.

In some cases, the number of your Restaurants to be reimaged may exceed the requirements set forth above if there is a prior agreement with Quality (or its predecessor) which requires the completion of reimage work at your Restaurants or if you have franchise agreements which are expiring.

Quality's reinvestment and restaurant reimage requirements also govern those Restaurants acquired by transfer from other franchisees, or by acquisition from Quality or its affiliates.

While the Refresh Lite reimaging design is only available for lower volume restaurants where AUVs are below $1,300,000, if you are offered, and execute, Quality's Groundbreaker or Pacesetter Development Agreement as part of Quality's Groundbreaker or Pacesetter Incentive Program, or if you are offered an opportunity to participate in the Pacesetter or Groundbreaker Incentive Program and amend an existing Development Agreement to include the terms of Quality's Pacesetter or Groundbreaker Development Agreement and add incremental restaurant units to your development schedule (number of units is subject to our discretion taking into account such factors as the DMAs in the development territory and your financial and operational support capabilities), you may utilize the Refresh Lite reimaging design for all Restaurants in your portfolio of Restaurants as part of such Incentive Program. The ability to utilize Refresh Lite continues should you further amend an existing Groundbreaker Agreement to increase your development commitment by adding more incremental units and additional development years under either the Groundbreaker or Pacesetter program (see ***Exhibit C-4*** for Groundbreaker and Pacesetter 'hybrid' agreement). Your portfolio is identified by us according to your combination number assigned internally to your affiliated entities.

Subject to Quality's approval in its sole discretion, if your franchise term is expiring, you will also have the option to "Sunset" your existing Franchise Agreement, extending its term for up to 3 years, and closing the Restaurant at the expiration of the extended term. In certain very limited circumstances approved by Quality in its sole discretion, Quality may offer you a royalty reduction during the term of your Sunset extension in consideration for your agreement to further extend your franchise term. Also subject to Quality's approval in its sole discretion, if your franchise term is expiring and, for reasons beyond your control you cannot enter into a full renewal term, you may be eligible for a "Sunrise Extension" through December 31, 2025 at the latest, which will not terminate your renewal rights under your existing franchise

agreement. If you elect (and Quality approves) either the Sunrise option or the Sunset option, you must at your own cost have a current Facility Evaluation ("FE") with all work completed within the first three (3) months following execution of the extension agreement. See Items 6 and 7 for more details.

Your Wendy's Restaurant will offer a uniform limited menu. Traditional Wendy's Restaurants currently offer hamburgers, chili, chicken sandwiches, chicken nuggets, chicken wraps, french fried potatoes, baked potatoes, frozen desserts including Frosty™, soft drinks and other non-alcoholic beverages including Frosty-ccino™, pre-prepared salads, kids' meals, and select breakfast items (unless you are subject to an exception). Some Wendy's Restaurants also may offer fish sandwiches and various other optional and promotional menu items, and non-traditional locations may offer modified menu items. For example, Frosty Carts offer Frosty Sundaes and Frosty Fusions with various syrups and other toppings.

Our Affiliates

Quality's affiliate Wendy's Restaurants of Canada Inc. ("WRC") has granted franchises for Wendy's Restaurants in Canada since 1985. WRC is a corporation organized under the laws of the Province of Ontario, Canada. WRC maintains its principal place of business at 5515 North Service Road, Suite 201, Burlington, Ontario L7L 6G4. WRC has owned and operated Wendy's Restaurants in Canada since 1975. WRC has not offered franchises in any other line of business.

All Wendy's Restaurants in Canada are owned by franchisees.

Quality also has affiliates that offer products and services to franchisees. These affiliates include: Wendy's Properties, LLC ("Wendy's Properties"); Wendy's Digital, LLC (previously Wendy's of Denver, LLC) ("Wendy's Digital"); 256 Gift Card Inc. ("256 Gift"); Wendy's Old Fashioned Hamburgers of New York, LLC ("WOFHNY"); Wendy's Restaurants of New York, LLC ("WRONY"); Wendy Restaurant, Inc. ("WRI"), Wendy's Technology, LLC ("WETECH"), Wendy's Restaurants of U.K. Limited ("WRUK"), and Wendy's Singapore Pte. Ltd. ("Wen Singapore"). None of these affiliates conduct a business of the type to be operated by you, except for those which own and operate Wendy's Restaurants, as indicated below. Also, none of these affiliates have ever offered franchises in any line of business. The following describes the activities of each of these affiliates (except as otherwise indicated, the affiliate maintains the same principal office as Quality):

Wendy's Properties, a Delaware limited liability company and an affiliate of Quality, owns the real estate at certain Wendy's Restaurants and leases Wendy's Restaurants to franchisees.

Wendy's Digital, a Delaware limited liability company, provides certain services to Wendy's franchisees.

256 Gift, a Colorado corporation, is a wholly-owned subsidiary of WNAP (described below) and administers a gift card program for both company-owned and franchised Wendy's Restaurants.

WOFHNY, an Ohio limited liability company, leases Wendy's Restaurant sites and provides certain services to Wendy's franchisees. WOFHNY also owns and operates Wendy's Restaurants, as does WIL.

WRONY, a Delaware limited liability company, leases Wendy's Restaurant sites.

WRI, a Delaware corporation, provides various consulting and other services to assist Wendy's franchisees in foreign countries with the development and ongoing operation of their Wendy's Restaurants.

WETECH, a Delaware limited liability company, provides various technology-related products and services, including foundational security services to assist franchisees in their obligations regarding PCI-DSS compliance and other optional products and services.

WRUK, a company registered in England and Wales, provides various consulting and other services to assist Wendy's franchisees in the United Kingdom with the development and ongoing operation of their Wendy's Restaurants. WRUK also owns and operates Wendy's Restaurants in the United Kingdom.

Wendy's Restaurants of Mexico, S. de R.L., a Mexico company, provides various consulting and other services to assist Wendy's franchisees in Mexico with the development and ongoing operation of their Wendy's Restaurants.

Wen Singapore, a Singapore private limited company, provides various consulting and other services to assist Wendy's franchisees in Asian-Pacific and European countries with the development and the operation of their Wendy's Restaurants.

In addition to the above, the following entities are engaged in national advertising programs on behalf of the Wendy's system in the United States and Canada respectively:

The Wendy's National Advertising Program, Inc. ("WNAP"), a non-profit Ohio corporation, is a national advertising program designed to enhance the image, reputation and value of Wendy's trademarks and trade names and to promote the sale of Wendy's products in the United States.

Wendy's Canadian Advertising Program Inc. ("WCAP") is a federally registered corporation with Industry Canada. WCAP's principal office is located at 5515 North Service Road, Suite 201, Burlington, Ontario L7L 6G4. WCAP is a Canadian national advertising program designed to enhance the image, reputation and value of WRC's trademarks and trade name and to promote the sale of Wendy's products in Canada.

Quality's agents for service of process are listed on ***Exhibit K*** attached to this disclosure document.

The Market and Competition

The market segments in which Wendy's Restaurants compete are highly competitive with respect to, among other things, price, food, quality and presentation, service, location, convenience, and the nature and condition of the restaurant facility. By operating a Wendy's Restaurant, you will be competing with other quick-service restaurants, full service restaurants, casual dining restaurants, deli sections and in-store cafes, major grocery and specialty stores, and other items that are sold through convenience stores and similar types of businesses. Wendy's Restaurants compete with a variety of locally owned restaurants, as well as competitive regional and national chains and franchises. Several of these chains compete by offering menu items that are targeted at certain consumer groups or dietary trends. Additionally, many competitors have introduced lower cost, value meal menu options.

Laws, Rules and Regulations

Each Wendy's Restaurant is subject to licensing and regulation by health, sanitation, safety and other agencies in the state and/or municipality in which the Wendy's Restaurant is located, as well as to Federal laws, rules and regulations and requirements of non-governmental entities such as payment card industry rules. State and local government authorities may enact laws, rules or regulations that impact restaurant operations and the cost of conducting those operations.

ITEM 2
BUSINESS EXPERIENCE

Unless another location is specified, the location of the positions listed below is our headquarters in Dublin, Ohio. In some cases, persons may perform their positions from a remote work location of their choice.

Name	Positions with The Company and Principal Occupation or Employment
Todd A. Penegor President and Chief Executive Officer, and Manager	Mr. Penegor was appointed as our Chief Executive Officer in May 2016. He has served as our President since January 2016 and has served as our Manager since April 2015. He previously served as our Chief Financial Officer from April 2015 to May 2016. Mr. Penegor was also appointed as the Chief Executive Officer of Wendy's Co. and WIL in May 2016 and has also served as the President of WIL and Wendy's Co. since January 2016. Mr. Penegor has served as a Director of Wendy's Co. since May 2016, and as a Director of WIL since September 2013.
Gunther Plosch Chief Financial Officer and Manager	Mr. Plosch was appointed as our Chief Financial Officer in May 2016. He has also served as our Manager since May 2016. He was also named the Chief Financial Officer of Wendy's Co. and WIL in May 2016.
Abigail Pringle President, International and Chief Development Officer	Ms. Pringle has served as our President, International and Chief Development Officer, and held the same position with WIL, since June 2019. From October 2018 to May 2019, Ms. Pringle served as our Chief Global Development Officer & International since October 2018, and also held the same position with WIL and Wendy's Co. She previously served as our Chief Development Officer from April 2015 to October 2018, and held the same position with Wendy's Co. from March 2016 to October 2018.
Kevin Vasconi Chief Information Officer	Mr. Vasconi was named as Chief Information Officer of WIL and Wendy's Co. in October 2020, and was named to the same role with us effective in December 2020. Previously, Mr. Vasconi served as the Executive Vice President & Chief Information Officer for Domino's Pizza in Ann Arbor, Michigan since March 2012.
E.J. Wunsch Chief Legal Officer and Secretary	Mr. Wunsch became our General Counsel and Secretary in October 2016 and his title changed to Chief Legal Officer and Secretary in February 2017. He also became the General Counsel and Secretary of Wendy's Co. and WIL in October 2016, and his title with WIL changed to Chief Legal Officer and Secretary in March 2017.
Jorge Hernandez Vice President - Quality Assurance	Mr. Hernandez has served as Vice President - Quality Assurance with WIL since January 2019, and of Wendy's Co. since May 2020, but does not hold that position with us. From January 2016 to January 2019 Mr. Hernandez served as Chief Food Safety Officer of Wholesome International, located in Pittsburgh, Pennsylvania.

Name	Positions with The Company and Principal Occupation or Employment
Deepak Ajmani Chief Operations Officer – U.S.	Mr. Ajmani has held various roles with us and our affiliates since 1990. He has served as our U.S. Chief Operations Officer since September 2020, and since then has also held that position with WIL. Recently, he has served as Senior Vice President - U.S. Company Operations (December 2018 – September 2020), and Vice President of Restaurant Services (July 2016 – December 2018), and Division Vice President (February 2009 – June 2016).
Matt Spessard Chief Technology Officer	Mr. Spessard has served as Chief Technology Officer of Wendy's Co. and WIL since August 2022, but does not currently hold a position with us. Mr. Spessard previously served as Vice President – Digital and Restaurant Technology of Wendy's Co. and WIL since June 2020 From April 2014 to June 2020, he held several positions with Sonic Corp. in Oklahoma City, Oklahoma (Director of Integrated Customer Engagement July 2015 – May 2017; Senior Director of Implementation, June 2017 – May 2018; Senior Director of Retail Technology & Strategy, June 2018 – October 2019; Vice President and Head of Brand Technology, November 2019 – June 2020).
Kris A. Kaffenbarger Vice President - Global System Optimization, Franchise & Portfolio Management	Mr. Kaffenbarger was appointed as our Vice President - Global System Optimization, Franchise & Portfolio Management in September 2018, and was also appointed to that role with WIL and Wendy's Co. in September 2018. Prior to that time, he served as our Vice President - System Optimization from November 2015 to September 2018, and also held this position with WIL from September 2015 to September 2018 and with Wendy's Co. from May 2016 to September 2018. He had previously served as our Vice President – Franchise Development from April 2015 to January 2016.
Stephen Piacentini Vice President - Restaurant Development	Mr. Piacentini became our Vice President, Restaurant Development in September 2018. Mr. Piacentini served as Chief Development Officer for Jimmy John's located in Champaign, Illinois from October 2017 to August 2018. Mr. Piacentini previously was the Senior Director of Restaurant Development with Taco Bell located in Irvine, California from January 2016 to September 2017.

Some of the individuals identified in this Item 2 may also be officers or directors of Quality's other affiliates listed in Item 1.

ITEM 3
LITIGATION

A. Pending Cases

None.

B. Concluded Cases Involving Us

James Graham, derivatively on behalf of nominal defendant, The Wendy's Company v. Nelson Peltz, Peter W. May, Emil J. Brolick, Clive Chajet, Edward P. Garden, Janet Hill, Joseph A. Levato, J. Randolph Lewis, Peter H. Rothschild, David E. Schwab II, Ronald C. Smith, Raymond S. Troubh, Jack G. Wasserman, Michelle "Mich" J. Matthews-Spradlin, Dennis M. Kass, Matthew W. Peltz, Todd A. Penegor, Robert D. Wright, and The Wendy's Company ("Wendy's Co.") Case No. 1:16-cv-1153, U.S. District Court for the Southern District of Ohio. On December 19, 2016, Plaintiff, owner of shares of Wendy's common stock and on behalf of Wendy's, filed a putative shareholder derivative complaint. Wendy's Co. was also named as a nominal Defendant. The Complaint asserts claims of breach of fiduciary duty, waste of corporate assets, unjust enrichment and gross mismanagement arising out of the credit card incidents described in the Jonathan Torres (FL) and First Choice Federal Credit Union (PA) cases. The Plaintiff seeks an accounting of all damages incurred or that will be incurred as a result of the alleged wrongful acts or omissions, a judgment directing the Company to reform its governance and internal procedures, restitution and disgorgement, attorneys' fees and other costs. On or about April 17, 2017, the following related action was filed: Thomas Caracci, derivatively and on behalf of The Wendy's Company v. Emil J. Brolick, Todd A. Penegor, Nelson Peltz, Peter W. May, Peter H. Rothschild, Joseph A. Levato, Janet Hill, Michelle J. Matthews-Spradlin, Dennis M. Kass, Matthew H. Peltz, Edward P. Garden, David E. Schwab II, Randolph Lewis, Jack G. Wasserman and Raymond Troubh and The Wendy's Company (OH), U.S. District Court, Southern District of Ohio. Case No.: 1:17-cv-00192 (the "Thomas Caracci (OH) matter"). The Thomas Caracci (OH) matter asserted claims of breach of fiduciary duty and violations of Section 14(a) and Rule 14a-9 of the Securities Exchange Act of 1934 arising out of the credit card incidents described in Jonathan Torres (FL) and First Choice Federal Credit Union (PA). In June 2017, the Court consolidated this matter with the Thomas Caracci (OH) matter, recaptioned the case as In re The Wendy's Company Shareholder Derivative Action and stayed all deadlines pending appointment of Lead Counsel and Lead Plaintiff in the consolidated action. In May 2018, a Motion for Preliminary Approval and a Stipulation and Agreement of Settlement was filed with the Court by Graham's counsel. On December 21, 2018, the Court issued an order naming Graham and his counsel as lead in this case, setting a deadline for filing an amended and/or consolidated complaint by the lead counsel and plaintiff, and dismissing as moot the May 2018 Motion for Preliminary Approval. On January 31, 2019, plaintiffs filed a Consolidated Verified Shareholder Derivative Complaint, and on February 14, 2019, plaintiffs filed a Motion for Preliminary Approval and a Stipulatution and Agreement of Settlement, which was subsequently preliminarily approved by the Court on January 24, 2020. The settlement remains subject to notice and objection and final court approval. Under the terms of the settlement agreement, if approved and finalized, the Company will adopt and/or maintain certain Information Technology and governance reforms and will pay up to $950,000 in attorneys' fees, and the claims will be resolved and dismissed. An Order granting final approval of the settlement was issued on September 15, 2021, with final Judgment entered on September 24, 2021. Final payments have been made and this case is considered closed.

First Choice Federal Credit Union, on behalf of itself and all others similarly situated v. Wendy's Co., Wendy's LLC, and WIL (collectively, the "Defendants"), Case No. 2:16-CV-00506-MBF-MPK, U.S. District Court for the Western District of Pennsylvania ("Court"). The Defendants were named in a civil complaint that was filed on April 25, 2016 by plaintiff First Choice Federal Credit Union. The complaint

asserted claims of common law negligence, negligence *per se* due to the alleged violation of Section 5 of the Federal Trade Commission Act, and declaratory and injunctive relief. All of these claims were based on the allegations arising from the Defendants' alleged failure to safeguard customer credit card information and the alleged failure to provide notice that credit card information had been compromised. The complaint sought certification of a putative nationwide class of banks, credit unions, financial institutions and other entities in the United States that alleged the plaintiff suffered financial losses as a result of the alleged failures. The plaintiff sought monetary damages, a declaratory judgment, injunctive relief, attorneys' fees and other costs. The Defendants were also named in four other civil complaints filed by financial institutions in the Court based on the allegations arising from the Defendants' alleged failure to safeguard customer credit card information and the alleged failure to provide notice that credit card information had been compromised. These cases were consolidated into the First Choice Federal Credit Union case. An amended civil complaint was filed in the consolidated proceeding in the Court on July 22, 2016 against the Defendants. The amended complaint was brought by 22 financial institutions and five association plaintiffs (representing members who are credit unions and other similar financial institutions). The amended complaint asserted claims of common law negligence, negligence *per se* due to the alleged violation of Section 5 of the Federal Trade Commission Act, violation of the Ohio Deceptive Trade Practices Act, and declaratory and injunctive relief, all based on the alleged failures described above. The amended complaint also sought certification of a putative nationwide class of banks, credit unions, financial institutions and other entities in the United States that allegedly suffered financial losses as a result of the alleged failures. The plaintiffs sought monetary damages, a declaratory judgment, injunctive relief, attorneys' fees and other costs. On February 13, 2019, the parties reached an agreement to settle the matter, which was subsequently approved by the Court on November 6, 2019. Under the terms of the settlement agreement, Defendants and Defendants' franchisees received a full release of all claims that had or could have been brought by the financial institutions that did not opt out of the settlement agreement, and the financial institutions received $50 million, inclusive of attorneys' fees and costs. Final payments have been made and this case is considered closed.

Thomas Caracci, derivatively and on behalf of The Wendy's Company v. Emil J. Brolick, Todd A. Penegor, Nelson Peltz, Peter W. May, Peter H. Rothschild, Joseph A. Levato, Janet Hill, Michelle J. Matthews-Spradlin, Dennis M. Kass, Matthew H. Peltz, Edward P. Garden, David E. Schwab II, Randolph Lewis, Jack G. Wasserman and Raymond Troubh and The Wendy's Company (OH), U.S. District Court, Southern District of Ohio on or about April 17, 2017. Case No.: 1:17-cv-00192. Plaintiff, owner of shares of Wendy's common stock and on behalf of Wendy's, filed a putative shareholder derivative complaint. The Complaint asserted claims of breach of fiduciary duty and violations of Section 14(a) and Rule 14a-9 of the Securities Exchange Act of 1934 arising out of the credit card incidents described in Jonathan Torres (FL) and First Choice Federal Credit Union (PA). The plaintiff sought a judgment on behalf of Wendy's Co. for damages as a result of the alleged wrongful acts or omissions, a judgment directing Wendy's Co. to reform its governance and internal procedures, attorneys' fees and other costs. On June 12, 2017, the Court granted a Joint Motion to Consolidate this matter with the *Graham* lawsuit, directing all future pleadings to be filed in the *Graham* action. Thus, the Court administratively dismissed this action. This matter is now closed.

Jonathan Torres, Individually and on behalf of all others similarly situated v. Wendy's International, LLC, Case No. 6:16-cv-210-Orl-18DAB, U.S. District Court, for the Middle District of Florida. On February 8, 2016, WIL was named as a defendant in a civil complaint that was filed by plaintiff Jonathan Torres, on behalf of himself and similarly situated customers. The complaint asserts claims of breach of implied contract, negligence and violations of the Florida Unfair and Deceptive Trade Practices Act arising from the Company's alleged failure to safeguard customer credit card information and the alleged failure to provide notice that credit card information had been compromised. The complaint seeks certification of a putative nationwide class of consumers impacted by the alleged failures. The plaintiff seeks monetary damages, injunctive and equitable relief, attorneys' fees, and other costs. In July 2016, the Court granted

the Company's Motion to Dismiss without prejudice, after which Plaintiff filed an amended complaint adding six additional named Plaintiffs and substituting Wendy's International, LLC for The Wendy's Company as Defendant. In August 2016, the Company filed a Motion to Dismiss the Amended Complaint and in March 2017, the District Court granted in part and denied in part the Company's Motion to Dismiss the Amended Complaint. Following that decision, Plaintiffs filed a Second Amended Complaint and, after a variety of procedural moves by both parties, four named Plaintiffs remained in the action. On August 23, 2018, the Court preliminarily approved the settlement of this case. The settlement agreement included a $3.4 million cap (claims made structure), including attorneys' fees, costs and expenses, and excluding the costs for notice and administration. The notice and objection process is complete and the court provided final approval for the settlement agreement on February 26, 2019. Final payments have been made and this case is considered closed.

C. Concluded Cases Involving Our Predecessor

In the Matter of Wendy's International, LLC (Order No. S-17-2358-18-CO01), State of Washington Department of Financial Institutions-Securities Division ("Securities Division"), entered March 26, 2018. The Securities Division asserted that WIL violated the Washington Franchise Investment Protection Act (the "Washington Act") by offering and selling franchises on Quality's behalf in the State of Washington after WIL's franchise broker registration had lapsed and had not been timely renewed. Without admitting fault or the Securities Division's conclusions, WIL waived its right to a hearing and judicial review and voluntarily entered into a Consent Order with the Securities Division. Pursuant to the Consent Order, WIL agreed not to violate Section RCW 19.100.140 of the Washington Act (the broker registration requirement) and it agreed to pay $2,400 to the Securities Division for its investigative costs.

Juan Endara, on behalf of himself and all others similarly situated v. Automatic Data Processing, Inc.; First Data Corporation; Meta Financial Group, Inc.®; Metabank™; Wendy's Co.; Wendy's LLC; WIL; Wendy's of N.E. Florida (the Wendy's entities are hereinafter collectively the "Wendy's Defendants"), and John Does #1-10 (collectively the Wendy's Defendants and the other defendants are the "Defendants"), Case No. 6:16-cv-1032-ORL-40DAB, U.S. District Court for the Middle District of Florida. On July 1, 2016, plaintiff, a former non-exempt crew member who had worked at a Wendy's restaurant in Orlando, Florida, on behalf of himself and all others similarly situated, filed a complaint alleging that the Defendants were negligent and unjustly enriched, and had violated the Florida Deceptive and Unfair Trade Practices Act and another Florida statute that regulates the use of payroll debit cards. The allegations arise from plaintiff's assertion that, starting in 2009 and through the time he left employment in 2012, and without providing him with advance disclosure of the fees that he would be charged for use of a payroll debit card and of the alternatives to use of a debit credit card, the Defendants deducted payroll debit card fees from his wages. The plaintiff demanded class certification; declaratory judgment; restitution; compensatory, statutory and punitive damages in an unspecified amount; and costs of suit and attorneys' fees. On October 14, 2016, the Defendants filed a Joint Motion to Compel Arbitration and a Motion to Dismiss - Strike Plaintiffs First Amended Complaint. A mediation between the parties was conducted on November 15, 2016. On November 29, 2016, the parties agreed to the mediation settlement proposal. In settlement of the dispute, Wendy's Co., Wendy's LLC, and WIL contributed $12,000 toward the $36,000 settlement amount. The matter has been dismissed by the Court with prejudice.

D. Franchisor Initiated Litigation Involving the Franchise Relationship in the Last Fiscal Year

None.

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

ITEM 4
BANKRUPTCY

No bankruptcy proceedings are required to be disclosed in this item.

ITEM 5
INITIAL FEES

If you are new to the Wendy's system, you must sign the Preliminary Letter Agreement attached to this disclosure document as ***Exhibit L***, and you must pay an Application Fee of $5,000 to help defray some of the costs of processing the application and initial orientation (including if your first location will be Frosty Cart). If you are already part of the Wendy's system, or in other unique, limited instances, Quality may waive the Application Fee. Quality is under no obligation to refund the Application Fee under any circumstances.

Quality conducts a background investigation on all individuals who will become a named franchisee, guarantor, or who will own 5% or more ownership interest in a franchisee entity. Quality requires reimbursement for the $500 cost of each background investigation.

Whether you are new to the Wendy's system or are an existing Wendy's Franchisee, you must pay a Technical Assistance Fee of $50,000 for each Wendy's Restaurant at the time the Franchise Agreement is executed, or $12,500 for a Frosty Cart. Quality is under no obligation to refund the Technical Assistance Fee under any circumstance.

If you open a Frosty Cart before January 1, 2024, you will be eligible for the Frosty Cart Incentive and your Frosty Cart TAF will be waived.

In some limited instances (like a reduced Franchise Agreement term or other unique circumstances), Quality may charge a modified Technical Assistance Fee or may waive the Technical Assistance Fee entirely. A Technical Assistance Fee of $25,000 is generally applicable to non-traditional sites with characteristics like limited seating, a reduced Franchise Agreement term and unique real estate provisions. The Technical Assistance Fee may be waived only in very unusual situations, and you should not anticipate a waiver of the Technical Assistance Fee.

Under the Wendy's Franchise Development Program ("FDP"), Wendy's franchisees who build a new Wendy's Restaurant or remodel an existing Restaurant will have the option of contracting with Quality and/or one of its affiliates as an independent contractor, to perform project management services. Under the FDP, you and Quality and/or one of its affiliates must sign the Project Management Agreement which is attached to this disclosure document as ***Exhibit M.*** If you remodel your Restaurant under any remodel design, the fee due under the Project Management Agreement, which is known as the "Project Fee" ("Project Fee") will be $20,000. For new restaurant construction, scrapes and rebuilds and guts and rebuilds, the Project Fee will be $35,000. In addition to the Project Fee, you are responsible for all out-of-pocket expenses incurred by Quality and/or its affiliates on each project, including travel expenses (see Item 7). The Project Fee must be paid upon execution of the Project Management Agreement, attached as ***Exhibit M*** to this disclosure document, and shall be applied to the final project fee as determined by the scope of the project.

Under Wendy's Real Estate Procurement Program ("REPP"), you may elect to have Wendy's select and procure for you new Restaurant sites subject to your agreement and approval. If you use REPP to obtain such real estate services, which include negotiation of a purchase contract or lease for the Restaurant site, you are required to pay a Real Estate Services Fee of $12,500 and a Transaction Services Fee of

$17,500 (due once legal services commence, but no later than once the Restaurant location has been approved by Wendy's Executive Capital Committee) to cover certain of Wendy's costs. The Transaction Services Fee shall be non-refundable unless the transaction is terminated prior to execution of a prime lease or purchase agreement (in which case the refundable amount shall be less certain costs and expenses incurred by Wendy's). In addition, you must sign a REPP Letter of Agreement, attached as ***Exhibit N*** to this disclosure document, as well as a General Release of All Claims, which is attached as an exhibit to the REPP Letter of Agreement. Prior to Wendy's signing a prime lease with the landlord for the Restaurant premises, or signing a purchase contract for Wendy's acquisition of a fee simple interest in the Restaurant premises, franchisees must sign and deliver to Wendy's (i) a REPP Sublease Agreement or an Assignment and Assumption of Purchase Agreement, (ii) a Guaranty of Sublease, and (iii) pay a Project Fee of $35,000 and sign the REPP Project Management Agreement attached as Exhibit C to ***Exhibit N*** to this disclosure document (plus pay the Transaction Services Fee, if not previously paid). During construction of the Restaurant and prior to the Restaurant opening, franchisees must sign and deliver to Wendy's (i) Wendy's then-current franchise agreement, (ii) a Release of Claims, and (iii) pay the then-current Technical Assistance Fee as required under the franchise agreement. If Wendy's purchases a fee simple interest in the Restaurant premises and Wendy's will continue to own and lease the Restaurant to you, a Wendy's form of lease agreement will be used and will be substantially similar to the REPP Sublease Agreement and the rental will be mutually determined between the parties.

Under Wendy's Build-to-Suit program, Wendy's franchisees will have the option to request that Wendy's locate and develop new Wendy's Restaurants. Under the Build-to-Suit program, you must sign the Build-to-Suit Letter of Agreement attached to this disclosure document as ***Exhibit O*** and pay a Real Estate Services Fee of $12,500 (at the time of execution of the Build-to-Suit Letter of Agreement) and a Transaction Services Fee of $17,500 (plus applicable taxes) (due once legal services commence, but no later than once the Restaurant location has been approved by Wendy's Executive Capital Committee). The Transaction Services Fee shall be non-refundable unless the transaction is terminated prior to execution of a prime lease or purchase agreement (in which case the refundable amount shall be less certain costs and expenses incurred by Wendy's. Wendy's will then perform the Real Estate Development Services described in the Build-to-Suit Letter of Agreement, which include (i) locating a Wendy's Restaurant site for franchisee's consideration, (ii) obtaining all required approvals, permits, environmental assessments, surveys and all other items necessary to commence construction, (iii) constructing and building a Wendy's Restaurant, (iv) installing and equipping the Restaurant with furniture, fixtures, equipment, signage and restaurant technology (which items will be purchased by franchisees directly) in accordance with Wendy's then-current design plans, specifications, and standards, and (v) delivering the Wendy's Restaurant suitable for operation to Wendy's franchisees. At the time that the Restaurant location has been approved by Wendy's Executive Capital Committee and by the franchisee, and contemporaneous with Wendy's signing a prime lease with the landlord for the Restaurant premises, or signing a purchase contract for Wendy's acquisition of a fee simple interest in the Restaurant premises, franchisees must sign and deliver to Wendy's (i) Wendy's then-current franchise agreement, (ii) Build-to-Suit Sublease Agreement with a rent schedule that will typically equate to the amount paid by Wendy's under the prime lease, plus a percentage of Gross Sales determined by Wendy's (or in the case that Wendy's purchases the land, a Build-to-Suit Lease Agreement with a fixed market rent determined by Wendy's, subject to increases every five (5) years), plus a percentage of Gross Sales determined by Wendy's, (iii) a Sublease Guaranty or Lease Guaranty, and (iv) a Release of Claims, and pay a Real Estate Development Services Fee of $40,000 (plus applicable taxes) (plus pay the Transaction Services Fee, if not previously paid). In addition to the Real Estate Development Services Fee, you are responsible for all out-of-pocket expenses incurred by Quality and/or its affiliates on each project, including travel expenses (see Items 6 and 7). Upon the franchisee entering into (i) and (ii) above, the then-current Technical Assistance Fee due under the franchise agreement will also be due. The Build-to-Suit Sublease Agreement, Sublease Guaranty, and Release of Claims are attached as Exhibits to ***Exhibit O*** to this disclosure document. If you have executed a Groundbreaker Development Agreement, a Build-to-Suit Restaurant may not typically be used to fulfill your development commitments under such

Groundbreaker Development Agreement except in certain limited circumstances approved by Quality and the Restaurant will not be eligible to receive the Groundbreaker Incentive, Pacesetter Incentive, or any other new build incentives. See Item 6 for additional information about the Groundbreaker and Pacesetter Incentives. Additionally, if you participate in the Build-to-Suit Program, or you purchase a Restaurant which was originally constructed under the Build-to-Suit Program, your royalties due to Wendy's under your Franchise Agreement, including any renewal term(s), will be increased to six percent (6%) of Gross Sales. There is a separate form of Build-to-Suit addendum attached to the Build-to-Suit Letter of Agreement as Exhibit C, which you will execute at the time each Restaurant's Franchise Agreement is executed.

If you acquire your Wendy's Restaurant from another franchisee, and we consent to the transfer of the Franchise Agreement to you and you are not participating in the Franchise Flip Program, no other initial franchise fee or other initial payment (other than a transfer fee) is required to be paid by you to Quality. If you acquire your Wendy's Restaurant from Quality or one of its affiliates, there may be leasing or financing costs as well as the reimbursement of various other costs due to Quality or its affiliates before opening, as also discussed in Item 10. Specifically, these other costs may include Quality's Technical Assistance Fee, rent, inventory, working capital, training costs and other costs associated with opening a Wendy's Restaurant (see Items 6 and 7). If you sell a Restaurant that was built under our Build-to-Suit Program, as a condition for its consent to any transfer and in its discretion, Quality (for itself and its affiliates) reserves the right to terminate or modify the terms and conditions of agreements issued associated with the Build-to-Suit Program as it relates to the Restaurant, including any lease or sublease, and reserves the right to call due and collect such amount(s) as determined by Quality (and/or its affiliates) in its discretion at the closing of the Restaurant transfer. Such amount(s) may be calculated to make Quality (and/or its affiliates) whole for its investments into the Restaurant, including, but not limited to, net book value associated with the Restaurant, additional anticipated returns over the life of the Franchise Agreement associated with the Restaurant, acceleration of lease or sublease consideration, or repayment of allowances or inducements.

Finally, if you are approved to participate in Quality's Franchise Flip program, which involves the sale of Restaurants by an existing Franchisee and our provision of valuation and deal management services, you will receive a new Franchise Agreement for each Restaurant, which will provide a 20-year term (5 years for a Frosty Cart), and you will pay a Franchise Flip TAF of $25,000 for each Restaurant ($12,500 for a Frosty Cart) at the time the Franchise Agreement is executed.

If you previously executed a development agreement with us, the Technical Assistance Fee for the Restaurant may be credited through the application of any previously-paid development fee. The current forms of Development Agreements do not require an up-front fee.

ITEM 6
OTHER FEES

Type of Fee [1]	Amount	Due Date
Royalty	Varies between 4-6% of "Gross Sales" [2, 3, 4] (depending on the type of restaurant and development program): 4% for traditional/Groundbreaker Restaurants 5% for Restaurants developed under a Pacesetter Development Agreement 6% for Restaurants on military bases/Frosty Carts and those developed under the Build-to-Suit Program.	On the 15th day of the month
National Advertising [5]	1.50-3.50% of Gross Sales. [2, 3, 4, 5, 6, 7]	On the 15th day of the month
Local and Regional Advertising [8]	.50% of Gross Sales. [2, 4, 6, 7, 8, 9]	On the 15th day of the month
Additional Training	Will vary under circumstances.[10]	As incurred
Transfer Consent to Collateral Assignment	$5,000 minimum, this amount increases based on number of affected restaurants. $10,000[11, 12]	Before consummation of transfer As incurred [12]
Renewal	An amount which is not greater than 25% of the then-current Technical Assistance Fee.[13, 14]	Before expiration of initial term of Franchise Agreement [14]
Audit	Costs and expenses of audit, including travel, lodging, wages, accounting and legal costs, and interest on any understated amount.[15]	As incurred
Late Fee/Interest	$100 plus interest on the overdue amount from the date it was due until paid, at the (i) rate determined by Quality, or (ii) maximum legal rate, whichever is less.[16]	As incurred
Costs and Attorneys Fees	Will vary.[17]	As incurred
Continuous Operations Fees	Upon unapproved early termination of the Franchise Agreement, the sum of the average monthly royalty fee and the average Advertising Contribution due under the Agreement for the 12-month period prior to termination (or the average monthly royalty and the average Advertising Contribution due under the Agreement if operating less than 12 months) multiplied by the lesser of (i) 36 or (ii) the number of months remaining on the Term of the Franchise Agreement.[18]	As incurred

Type of Fee [1]	Amount	Due Date
Development Agreement - Development Obligations Fee	Only applicable to development agreements. Upon failure to open restaurant in accordance with development schedule, monthly payment beginning in the first month after required open date until earlier of (a) actual open date of restaurant and (b) 10 years from required open date of restaurant and, if you previously paid a development fee, $50,000 or the then-current Technical Assistance Fee will be forfeited from the amount paid. Payment amount is $5,000 per month if you have previously been offered and executed a Groundbreaker Development Agreement by the end of March 2023; $6,000 per month if you execute a new Groundbreaker Development Agreement beginning in April 2023; or $7,500 per month if you execute a Pacesetter Development Agreement.	As incurred Exceptions/grace period extensions exist for: 1) force majeure; 2) if you have secured the real estate for the new Restaurant through a binding and bona fide purchase or lease agreement; or 3) (if applicable) if delay to open is caused through Franchisor's failure to identify and/or secure suitable real estate under a REPP program.
Indemnification	Will vary.[17]	As incurred
Review of Proposed Offering Materials of Franchisee	$10,000 or a greater amount necessary to reimburse Quality for its legal, accounting, and other costs.[19]	As incurred
Technology Fee[20]	$5,500 - $12,800 per restaurant per year	Paid quarterly, upon invoice
Cyber Insurance Policy Premium Payment	A per restaurant fee of $965, which the per-Restaurant amount is subject to change on an annual basis according to overall policy premiums	Paid quarterly, upon invoice
In-App Delivery Account Settlement Services	A per-transaction fee of 3.0% of each in-app delivery transaction amount[21]	As incurred
Customer Care[22]	A per restaurant fee of $85 per month	Paid quarterly, upon invoice
FSA Re-Assessment Visit Fee	$258.94[22]	As incurred
Rent	Varies[23]	Varies

[1] All fees are charged by Quality, and are payable to Quality or its subsidiaries or affiliates except for local and regional advertising expenditures which are payable to advertising cooperatives and local advertising sources. These fees are non-refundable and are incurred during the operation of the business.

[2] "Gross Sales" includes all revenue from the sale of all services and products and all other income of every kind and nature related to the Franchised Business or premises, including proceeds of any business interruption insurance policies, and the sale of any promotional or premium items, whether for cash or credit, and regardless of collection in the case of credit, but shall not include (i) any sales taxes or other taxes collected from customers by you for transmittal to the appropriate taxing authority, (ii) the amount of refunds made to customers, and (iii) any amounts from coupon or discount programs approved by Quality for which you are not reimbursed. Gross Sales also excludes revenue you derive from selling, issuing or increasing the balance on Wendy's gift cards; however, revenue derived from purchases paid for with gift cards must be included in Gross Sales (see Item 11).

[3] You must pay the royalties and WNAP fees due under the Franchise Agreement electronically, by way of the Wendy's electronic payment system. Information about enrolling in the electronic payment system can be found on WeConnect, the Wendy's intranet system (see Items 8 and 11).

[4] There are several development incentives available that may temporarily reduce your royalty rate.

Groundbreaker Incentive: If you enter into a Groundbreaker Development Agreement with us, or agree to modify an existing Development Agreement to be updated to our form of Groundbreaker Development Agreement, and with the modifications, agree to take on additional restaurant count in the development schedule, the Restaurants that you newly develop under the terms of the new Groundbreaker Development Agreement will be eligible for the "Groundbreaker Incentive." If you are entering into

or agreeing to revise an existing Development Agreement, the number of Restaurants that must be added to or required by your development schedule are subject to our discretion and dependent upon a number of factors, including the development potential of the relevant DMA(s) ("Designated Market Areas"), the number of franchisees developing within the relevant DMA, and your financial and operational support capabilities. We reserve the right not to offer this incentive to any franchisee that does not meet our new franchisee or development requirements. For each Restaurant opened during the existence of the Groundbreaker Development Agreement, according to the schedule and terms contained therein, for the first 12 months of the Restaurant's operation, royalties are reduced by 3%, and WNAP fees are reduced by 3.5%, and during the next 12 months of the Restaurant's operation, royalties are reduced by 2%, and WNAP fees are reduced by 3%. Further, franchisees developing under the Groundbreaker Development Agreement will receive additional incentives regarding reimaging. For nontraditional locations such as airports and food courts, the reduction in National Advertising may be limited in full or in part at our discretion if the base amount to be contributed is already set at a non-standard rate. This incentive may not be available for some Restaurants developed through our system optimization program. The then-current Technical Assistance Fee is payable in accordance with the terms of the Groundbreaker Development Agreement (which may be credited through application of a previously paid development fee), when the franchise grant is offered for each Restaurant, and you will receive a 20-year term that may be extended at your option up to a 25-year term. Furthermore, if you enter into an eligible Groundbreaker Development Agreement, or if you add eligible incremental additional commitments to your existing Groundbreaker Development Agreement, and you complete your 85% reimage requirements by the end of 2023, your obligation to reimage 100% of your Wendy's Restaurants by 2024 will be extended to 2025, such that the final 15% of your Restaurants must be reimaged on a schedule that is evenly distributed between 2024 and 2025 and agreed by Quality If you are executing a Groundbreaker Development Agreement, there is a separate form incentive addendum attached to that document at Exhibit C, which you will execute at the time each Restaurant's Franchise Agreement is executed in order for the Groundbreaker Incentive to apply. If you have executed a Groundbreaker Development Agreement, a Build-to-Suit Restaurant may not typically be used to fulfill your development commitments under such Groundbreaker Development Agreement and the Restaurant will not be eligible to receive the Groundbreaker Incentive or any other new build incentives.

Pacesetter Incentive: If you enter into a Pacesetter Development Agreement with us, or agree to modify an existing Development Agreement to include additional Pacesetter development, and with the modifications, agree to take on additional restaurant count in the development schedule, the Restaurants that you newly develop under the terms of the new Pacesetter Development Agreement will be eligible for the "Pacesetter Incentive," including any Restaurants which were under construction on or after February 3, 2023. If you are entering into or agreeing to revise an existing Development Agreement, the number of Restaurants that must be added to or required by your development schedule are subject to our discretion and dependent upon a number of factors, including the development potential of the relevant DMA(s) ("Designated Market Areas"), the number of franchisees developing within the relevant DMA, and your financial and operational support capabilities. We reserve the right not to offer this incentive to any franchisee that does not meet our new franchisee or development requirements. For each Restaurant opened during the existence of the Pacesetter Development Agreement, according to the schedule and terms contained therein, the royalty rate will be 5%; however, for the first 36 months of the Restaurant's operation, royalties are waived, and WNAP fees are reduced by 3.5%. After the first 36 months of operation, royalties will be 5% of Gross Sales for the remainder of the franchise agreement term. For nontraditional locations such as airports and food courts, the reduction in National Advertising may be limited in full or in part at our discretion if the base amount to be contributed is already set at a non-standard rate. This incentive may not be available for some Restaurants developed through our system optimization program. The then-current Technical Assistance Fee will also be waived in connection with any Restaurant opened under a Pacesetter Development Agreement when the franchise grant is offered for each Restaurant, and you will receive a 20-year term that may be extended at your option up to a 25-year term. Furthermore, if you execute a Pacesetter Development Agreement, and you complete your 85% reimage requirements by the end of 2023, your obligation to reimage 100% of your Wendy's Restaurants by 2024 will be extended to 2025, such that the final 15% of your Restaurants must be reimaged on a schedule that is evenly distributed between 2024 and 2025 and agreed to by Quality. If you are executing a Pacesetter Development Agreement, there is a separate form incentive addendum attached to that document at Exhibit C, which you will execute when you sign the Restaurant's Franchise Agreement in order for the Pacesetter Incentive to apply. If you have executed a Pacesetter Development Agreement, a Build-to-Suit Restaurant may not typically be used to fulfill your development commitments under such Pacesetter Development Agreement and the Build-to-Suit Restaurant will not be eligible to receive the Pacesetter Incentive or any other new build incentives.

Frosty Cart Incentive: If you open a Frosty Cart in 2023, you will be eligible for the Frosty Cart Incentive. For the first 24 months of the Frosty Cart's operation, royalties are reduced by 2%. Further, your Technical Assistance Fee will be waived.

[5] This fee is payable to The Wendy's National Advertising Program, Inc. ("WNAP"), a non-profit corporation, and the entity engaged in a national advertising program on behalf of Quality and its affiliates in the United States, as described in Item 1. If you operate a Frosty Cart, your national advertising contribution to WNAP will be 1.5%.

[6] Under Section 13.2 of the Franchise Agreement, Quality has obtained an affirmative vote of more than 75% of all Restaurants in the system operating in the United States in support of the "2021 Advertising Allocation Proposal," so that the 4% "Advertising Contribution" set forth in Section 13.1 of the Franchise Agreement will be allocated as follows: (i) you must

contribute to WNAP on a monthly basis an amount equal to 3.50% of Franchisee's Gross Sales during the preceding month, and (ii) you must spend, for the purpose of local advertising and promotion, on a monthly basis, an amount not less than .50% of Franchisee's Gross Sales during the preceding month. This allocation of your Advertising Contribution will continue until a proposal to modify the allocation has been approved by an affirmative vote of more than 75% of all Restaurants in the system operating in the United States. For Restaurants operating under different forms of franchise agreement, this 4% may be allocated differently. However, most franchisees with Restaurants operating under different forms of franchise agreement voted in favor of the 2021 Advertising Allocation Proposal and have voluntarily elected to reallocate the 4% contribution in the same manner as franchisees with Restaurants operating under the form of Franchise Agreement which is attached as ***Exhibit B***.

[7] The national advertising fee and required expenditures for local and regional advertising could increase or decrease upon an affirmative vote of 75% or more of all Restaurants (excluding Frosty Carts) operating in the United States voting to increase the total required advertising expenditure to an amount not to exceed 5% of Gross Sales, or to change the allocation of the national advertising fee and local and regional advertising fee.

[8] On occasion, a local or regional advertising cooperative may, upon a vote of its members, establish local and regional advertising fees at a percentage rate, which, when combined with the national advertising contribution, will exceed the total 4% required Advertising Contribution. For example, the members of an advertising cooperative who operate a Restaurant under this form of Franchise Agreement (which in 2014 established a 3.50% national advertising contribution) may decide to contribute 1.00% (instead of .50%) of their Gross Sales to its local advertising programs. This 1.00% local contribution, combined with the 3.50% national advertising contribution results in a total Advertising Contribution of 4.50%. By joining an advertising cooperative which has decided upon a contribution rate which results in a total Advertising Contribution in excess of 4%, you may be required to contribute at that rate. Therefore, Quality encourages you to review the co-op agreement and speak with other co-op members to determine the level of your required Advertising Contribution before signing the Wendy's Franchise Agreement.

[9] The local and regional advertising fee is payable to an advertising cooperative. If there is no advertising cooperative or if the cooperative does not require contribution of the full local and regional advertising amount, expenditures are made directly by you to local advertising sources. If you operate a Frosty Cart, you will not be required to contribute to a cooperative, but you will be required to spend 0.5% directly on local advertising sources. Quality may in the future require local and regional advertising fees payable to an advertising cooperative be paid via Wendy's electronic payment system (see Item 11).

In those advertising cooperatives where Quality and/or one of its affiliates is a member, Quality and/or its affiliate, as applicable, exercises a vote on fees along with Franchisee members.

[10] Quality currently charges only for expenses incurred in additional training, like material costs, equipment rental and meeting room costs. However, Quality reserves the right to charge an additional fee for this training. You are always responsible for your (and your employees') expenses for training, like transportation, lodging, meals, wages, and workers' compensation. Quality's primary method of training is now by way of electronic learning tools, known as e-learning. Quality's proprietary version of e-learning is known as WeLearn. Your access to online training requires you to pay a per-Restaurant license fee. See Item 7 and Item 11 for more information on training.

[11] Should you seek to obtain our approval for a transfer of interest involving more than one Restaurant, $5,000 is the current transfer fee payable for change in control transfers of interest for one (1) to five (5) restaurants, plus an additional $1,000 for each additional restaurant in the same change of control transfer request; and $2,500 is the current transfer fee payable for partial transfers of interest involving more than a combined 5% change in franchise ownership for one or more transfers but less than a change of control, involving one (1) to five (5) restaurants, plus an additional $500 for each additional restaurant in the same transfer request. At Quality's discretion, these amounts may be increased up to $10,000 or more per Restaurant for complex transfers involving trusts, mergers, reorganizations, restructurings, or other complex transactions, or if necessary to reimburse Quality for its legal, accounting, and other expenses incurred in the transfer.

[12] This fee is payable if you issue any securities, or when you transfer, pledge, or otherwise encumber the Franchise Agreement, any of your rights or obligations under the Franchise Agreement, any direct or indirect interest in yourself, or any material asset used in your Wendy's Restaurant. In addition to the transfer fee, if the transferee is eligible and elects to renew the franchise for a term approved by Quality, the transfer is also subject to Quality's renewal requirements and the payment of the renewal fee (see footnotes 15 and 16).

[13] The Technical Assistance Fee is $50,000, or $12,500 for a Frosty Cart. In 2023, the renewal fee charged to franchisees who are renewing their franchise is $12,500 for each Wendy's Restaurant. If you execute a franchise agreement in 2023, your Technical Assistance Fee will be $50,000 unless your TAF is waived under the Pacesetter Incentive.

[14] Quality may extend the term of your existing franchise in order to allow you to comply with Quality's requirements for renewal. If you do not renew the franchise by the end of its term or by the end of an extension period, the franchise will expire. In order to reinstate a franchise after its expiration date, you will be required to pay a new Technical Assistance Fee ($50,000) (see Item 7). You are required to meet certain remodeling, equipment and operational standards in renewing your existing franchise.

Subject to Quality's approval in its sole discretion, you may request a "Sunset Extension" of your existing franchise term. If approved, your franchise term will be extended for up to 3 additional years, and the renewal provision of your franchise will be terminated. If you are approved for the Sunset Extension, you will be required to sign an addendum to your franchise agreement and pay a fee of $2,500 - $10,000 (depending on the length of extension approved). You must pay a nominal fee ($163.25) to have a current Facility Evaluation ("FE") with all work completed within the first 3 months of the extended term,

and make improvements to the Restaurant as provided under the FE and must permanently close and de-identify the Restaurant at the end of the Sunset Extension period (see Items 1 and 7). In certain very limited circumstances approved by Quality in its sole discretion, Quality may offer you a royalty reduction during the term of your Sunset extension in consideration for your agreement to further extend your franchise term. Also subject to Quality's approval in its sole discretion, if your franchise term is expiring and, for reasons beyond your control you cannot enter into a full renewal term, you may be eligible for a "Sunrise Extension" of up to 3 years, but which will not terminate your renewal rights under your existing franchise agreement. If approved, your franchise term will be extended for a short period, not to exceed December 31, 2025, but the renewal provision of your franchise will not be terminated. If you are approved for the Sunrise Extension, you will be required to sign an addendum to your franchise agreement and pay a fee of $2,500 - $7,500 (depending on the length of extension approved). You must also pay a nominal fee ($163.25) to have a current Facility Evaluation ("FE") with all work completed within the first 3 months of the extended term, and make improvements to the Restaurant as provided under each FE.

[15] Payable only if audit shows an understatement or underpayment of 2% or more.

[16] Payable upon your failure to comply with various provisions of the Franchise Agreement.

[17] You must reimburse Quality and/or its affiliate, as applicable, if Quality and/or its affiliates are sued or held liable for claims resulting from the operation of your Wendy's Restaurant.

[18] The Continuous Operations Fee is due in the event you default the agreement by terminating it early without Quality's prior written approval to do so. A premature unapproved termination of the Franchise Agreement as a result of default, including from a default caused by voluntary termination/abandonment, would cause substantial damage to Franchisor.

[19] You must reimburse Quality for its costs in reviewing materials for any offer or sale of your securities.

[20] Quality has partnered with certain suppliers for products and services that are part of the technology suite required at your Restaurant, including foundational security services, point-of-sale and back-of-house support, mobile ordering, implementation, ongoing HelpDesk, digital media, and centralized billing including for the applicable software maintenance fees and hosting service fees for your Restaurant which Quality and/or its affiliates pays to NCR Aloha directly on an ongoing basis. These fees relate to the Aloha point of sale software that you must install in your Restaurant (see Item 11). You will pay WETECH one annual fee, billed in quarterly installments, for these technology services, by means of a flat fee dependent on your Restaurant's Gross Sales during the trailing twelve months ending in December 2022 (the "Technology Fee"). If your Restaurant's Gross Sales were below $1.5 million, you will pay $6,500 annually. If your Gross Sales were between $1.5 million and $1.9 million, you will pay $9,000 annually. If your Gross Sales were higher than $1.9 million, you will pay $12,000 annually. If your Restaurant is newly built, you will pay $12,000 annually. For restaurants that use the NCR/Dumac HelpDesk instead of Wendy's HelpDesk, the Technology Fee will be lowered by $1,000 annually to offset HelpDesk fees you pay directly to the third party help desk provider, and for restaurants that use the Solugenix HelpDesk instead of Wendy's HelpDesk, the Technology Fee will be increased by $800 to offset fees passed through to you by Wendy's for such services. For Frosty Carts, the services received from WETECH may be limited based on the nature of the location, and the Technology Fee may be adjusted accordingly.

[21] This fee is intended to cover the costs associated with Wendy's Digital, LLC's role as merchant of record on such transactions, such as credit card processing fees, third party vendor transaction fees, and chargebacks.

[22] This fee includes customer care support provided by Wendy's, including pass-through charges related to our Voice of the Customer survey program.

[23] If your restaurant does not receive a passing score on its Food Safety Assessment, you will be charged for each re-assessment required pursuant to Wendy's Food Safety Escalation Policy.

[24] If you lease or sublease your Wendy's Restaurant from Quality and/or its affiliates, you will be charged rent, which will vary on a case-by-case basis. You will sign a standard Lease or Sublease along with other documents required by Quality and/or its affiliates, which will set forth the payment amount and timing of payments. In the event of a Build-to-Suit Sublease, the rent will typically equate to the amount paid by Wendy's under the head lease, plus one percent (1%) of Gross Sales, but may vary. Additionally, if you sublease the premises on which your Wendy's Restaurant is located from Wendy's in connection with the REPP or Build-to-Suit, or with respect to certain pre-existing Wendy's Restaurants, Wendy's will structure the rent under the Sublease to include an additional amount, typically $6,000 per year (payable $500 per month) over and above the base rent due under the prime lease as an administrative fee to offset Wendy's costs and expenses in managing the head lease and sublease.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Franchise Agreement

Type of Expenditures	Estimated Amount	Method of Payment	When Due [1]	To Whom payment is to be made [2]
Application Fee [3]	$5,000	Lump Sum	On Signing Preliminary Letter Agreement	Quality
Training Expenses [4]	$26,000-$100,000	As Agreed	As Incurred	Third Parties
Initial Technical Assistance Fee [5]	$50,000	Lump Sum	On Signing Franchise Agreement	Quality
Real Estate, Permits, Construction of Standard Prototype Restaurant and Site Improvements[6]**:**				
Cash Purchase	$1,309,500-$3,362,000	As Agreed	As Incurred	Property Owner and Contractors
Financing (3 mos.)	$324,000-$832,000	As Agreed	As Specified in Financing Documents	Lender
Leasing (3 mos.)	$24,000-$63,500	As Agreed	As Specified in Lease or Sublease	Landlord
Equipment[7]**:**				
Cash Purchase	$275,000-$420,000	As Agreed	As Incurred	Vendors
Financing (3 mos.)	$13,000-$19,000	As Agreed	As Specified in Financing Documents	Lender
Signage[8]**:**				
Cash Purchase	$58,000-$100,000	As Agreed	As Incurred	Vendors
Financing (3 mos.)	$3,000-$5,000	As Agreed	As Specified in Financing Documents	Lender
Technology[9]**:**				
Cash Purchase	$65,000-$135,000	As Agreed	As Incurred	Vendors
Financing (3 mos.)	$3,000-$6,000	As Agreed	As Specified in Financing Documents	Lenders
Opening Inventory and Supplies [10]	$14,000-$20,000	As Agreed	As Incurred	Vendors
Additional Funds [11] **- 3 Months**	$150,000-$220,000	As Agreed	As Incurred	Franchisee Employees/Vendors
Grand Opening Advertising [12]	$7,500-$10,000	As Agreed	As Incurred	Advertising Sources
Security Deposit, Utilities, Licenses and Other Prepaid Expenses [13]	$10,000-$165,000	As Agreed	As Incurred	Landlord or Other Providers
Insurance Cost [14]	$15,000-$35,000	As Agreed	As Incurred	Third Parties
TOTAL ESTIMATED INITIAL INVESTMENT [15]	**$1,985,000-$4,622,000**		**If you pay cash for Land, Building, Site Improvements, Equipment, Signage and Technology**	
	$620,500-$1,467,000		**If you finance the Land, Building, Site Improvements, Equipment, Signage and Technology**	
	$320,500-$698,500		**If you lease the Land, Building, Site Improvements, and finance the Equipment, Signage and Technology**	

[1] None of the expenditures listed in Item 7 are refundable, except if you are participating in REPP or Build-to-Suit, the $17,500 Transaction Services Fee shall be non-refundable unless the transaction is terminated prior to execution of a prime lease or purchase agreement (in which case the refundable amount shall be less certain costs and expenses incurred by Wendy's.

[2] If you are purchasing a company-owned Wendy's Restaurant, whether under the system optimization initiative (see Item 1) or not, then Quality or its affiliates may be the recipient of the expenditures under some of the categories referenced in the table below.

[3] The current Application Fee is $5,000. Quality usually collects the Application Fee upon your signing a Preliminary Letter Agreement. The Application Fee is applied toward the cost of initial orientation and the processing of the application. Quality is under no obligation to refund the Application Fee under any circumstances; however, Quality may credit this fee if you are part of a special program in certain limited circumstances.

[4] There are no additional charges paid to Quality for the initial training (except for a portion of the Technical Assistance Fee - see Item 5). However, if training occurs outside the market area of your Wendy's Restaurant, you and your management staff are responsible for personal expenses associated with room, board and transportation while attending franchise training, the scope of which depends on your level of prior experience, and whether you have management staff available from existing Wendy's Restaurants. In that instance, your training expenses will be substantially less than the amounts shown here. The cost of living expenses for meals, lodging and transportation will vary depending on the number of weeks in training, the distance traveled, location of training, the mode of transportation chosen and other factors. The amounts included in the high range of this category assume living expenses for 1 general manager for 16 weeks, and 3 assistant managers for 8 weeks. This item includes the estimated salary for a general manager of the Wendy's Restaurant during a 12-16 week period, and the estimated salary of 3 assistant managers for an 8-week period. This estimated range of costs for training expenses includes an amount for the Training PC (see Item 11) required to be in each Wendy's Restaurant See Item 11 for additional information on training requirements.

[5] Currently, you must pay a lump sum of $50,000 upon signing the Franchise Agreement. Quality is under no obligation to refund the Technical Assistance Fee under any circumstances. The Technical Assistance Fee may be reduced when developing non-traditional restaurants, such as fuel stations, transportation centers, food courts, military bases, or delivery only units, or in other unique circumstances (see Item 5). If you are approved to participate in our Franchise Flip program, the Franchise Flip Fee is paid in lieu of the Technical Assistance Fee and is reduced to $25,000. Additionally, if you have executed a Pacesetter Development Agreement, your Technical Assistance Fee will be waived for each location opened pursuant to such agreement. If you develop a Frosty Cart, your Technical Assistance Fee will be $12,500; however if you open such Frosty Cart in 2023, your Technical Assistance Fee will be waived. See Item 6 for additional information regarding our current development incentives.

[6] You will have the option of purchasing for cash, financing or leasing your acquisition, construction and improvements of your Wendy's Restaurant and premises. The Wendy's Restaurant premises will typically be located in freestanding or in-line locations but may, in appropriate circumstances, be located within an enclosed structure (for example, a shopping mall). During 2023, if you build a Wendy's Restaurant, the approved building designs are known as the Global Next Gen designs (see Item 1). The Global Next Gen designs represent the base level design for a new Restaurant. The cost to build a new Restaurant with the Global Next Gen designs are within the range of costs required to build a new Wendy's Restaurant as described in this Item 7; however, if you include multiple upgrades, your total cost could exceed the cost ranges described in this Item 7. You can elect to add a number of upgrades to any design at your option, and at additional cost. The upgrades include such things as digital menuboards, order station canopy, pickup window awnings, and covered and uncovered patios. The more complete list of upgrades can be found on WeConnect. The building and site construction cost estimates are based on development in Columbus, Ohio. You will need to adjust your projected costs based on the location where you plan to build, as actual costs vary considerably according to local building and zoning ordinances, prevailing construction costs in the geographic region, municipal impact fees, size and condition of the site. The Global Next Gen designs include multiple dining room capacities as well as two kitchen types: double line cook center and single line cook center. You can find out about all available building types on WeConnect or by contacting our Franchise Development Department. The range of costs described in this table does not reflect the construction costs associated with a drive thru only location, or with certain types of nontraditional Restaurant locations such as delivery kitchens. If you elect to contract with Quality to perform project management services for the reimaging of an existing Restaurant or construction of a new Restaurant (including scrape and rebuild and gut and rebuild of your existing Restaurant) under the FDP, you will be required to sign the corresponding form of Project Management Agreement attached as ***Exhibit M*** (for reimaging or stand-alone projects) or Exhibit C to ***Exhibit N*** (for REPP projects) to this disclosure document, and pay the FDP Fee which is $35,000 for new Restaurant construction or for a scrape and rebuild, or a gut and rebuild, $20,000 for Remodels, plus pay Quality and/or its affiliates for all reimbursable expenses, including travel fees (see Item 5). A scrape and rebuild is a project in which the building is completely demolished, and the site work is typically demolished as well, resulting in essentially a new building on an existing site. A gut and rebuild is a project in which the interior of the building is gutted, with removal of one or more external walls, but in which most of the building shell remains in place. Typically with a gut and rebuild, the site work remains in place. The currently required components of the Global Next Gen, Remodel, Refresh, and Refresh Lite designs are set forth in the current prototypical drawings and the respective New Build Minimum Requirements, Remodel Minimum Requirements, Refresh Minimum Requirements and Refresh Lite Minimum Requirements listings which are ***Exhibits E-I*** to this disclosure document. Updates to the prototypical drawings and Minimum Requirements will be posted to WeConnect and Information Gateway when they occur. Many of the components are enumerated in the Equipment, Signage and Technology section and footnotes of this Item 7. The square footage associated with the Global Next Gen designs generally ranges from 2,261 to 3,012 square feet. If you elect to have Wendy's locate and develop your new Wendy's Restaurant under Wendy's Build-

to-Suit Program, you will be required to sign the Build-to-Suit Letter of Agreement attached to this disclosure document as *Exhibit O* and must pay the Real Estate Services Fee of $12,500 and a Transaction Services Fee of $17,500 (plus applicable taxes). The Transaction Services Fee is non-refundable unless the transaction is terminated prior to execution of a prime lease or purchase agreement (in which case the refundable amount shall be less certain costs and expenses incurred by Wendy's). At such time that the Restaurant location is approved by you and Wendy's Executive Capital Committee and Wendy's signs a prime lease for, or a contract to purchase, the Restaurant premises, you must sign the franchise agreement (*Exhibit B* to this disclosure document) and Build-to-Suit Sublease Agreement (*Exhibit O* to this disclosure document) and must pay a Real Estate Development Services Fee of $40,000 (plus applicable taxes). In addition to the Real Estate Development Services Fee, you are responsible for all out-of-pocket expenses incurred by Quality and/or its affiliates on each project, including travel expenses. If you elect to use our real estate procurement services to locate and select (subject to your approval) a site for a new Restaurant under the REPP, you will be required to pay a Real Estate Services Fee of $12,500 and a Transaction Services Fee of $17,500 to cover certain of our costs, plus $50,000 to be applied to the Technical Assistance Fee for the Restaurant. The Transaction Services Fee shall be non-refundable unless the transaction is terminated prior to execution of a prime lease or purchase agreement (in which case the refundable amount shall be less certain costs and expenses incurred by Wendy's. Under the REPP, you are also required to pay a Project Fee of $35,000 and sign a REPP Project Management Agreement (see Item 5).

If you acquire existing Wendy's Restaurants from Quality and/or one of its affiliates under the U.S. System Optimization Initiative (see Item 1), you may be required to participate in the FDP and pay the required FDP fees up front for any Restaurants which must be reimaged as described in the Asset Purchase Agreement to be entered into between you and Quality and/or one of its affiliates. If you acquire an existing Wendy's Restaurant, whether from Quality, one of Quality's affiliates or from another franchisee, your investment will depend on the price you negotiate with the seller. In that instance, you will be required to reimage the existing Wendy's Restaurants along with other of your Wendy's Restaurants to come into compliance with Quality's reimage requirements whereby 100% of all Restaurants in your Wendy's Restaurant portfolio must be reimaged by 2024 (unless you are offered and execute a Pacesetter Development Agreement, or an eligible Groundbreaker Development Agreement) in accordance with Quality's then-current reimaging design plans, specifications and standards, with 85% reimaged by the end of 2023. In 2023, the cost to remodel a Wendy's Restaurant in connection with transfers, renewals, and under the Wendy's System's reimage requirement, as periodically required under the Franchise Agreement will range from $150,000 to $2,515,000 depending upon which upgrade options and reimage design type are selected. The current required components of each reimage design type (Midterm Lite Touch, Refresh Light, Refresh, Remodel, and Gut & Rebuild) are set forth on the Minimum Requirements listing which is *Exhibit E-I*. The higher end of the ranges may include a number of upgrades to the base design for each type of Restaurant you remodel. In addition, the city and state where the Restaurant is located may have a significant impact on the cost to remodel. For reimaging, you will also likely have Facility Evaluation ("FE") costs that will range approximately from $20,000 to $150,000, which will vary based on the required repair and maintenance work needed. The FE work is in addition to the reimaging work and costs, and you must pay a nominal fee ($163.25) to have an FE completed. Further, if you have not previously installed water filtration or replaced or upgraded your grill, installed the exterior rotating menuboard, rotating pre-sell board or freestanding order confirmation display system, you may incur additional costs to do so. The cost of a POS system is also not included in the cost ranges above (see Item 11). If your franchise agreement is expiring and you anticipate your Wendy's Restaurant will be closing soon, subject to Quality's approval, you may request extension of your existing franchise term to December 31, 2025 at the latest. This is referred to as a "Sunset Extension," which is not a renewal option and terminates your renewal rights under your existing franchise agreement. After the expiration of the extended term, the Wendy's Restaurant must close and be de-identified. In certain very limited circumstances approved by Quality in its sole discretion, Quality may offer you a royalty reduction during the term of your Sunset extension in consideration for your agreement to further extend your franchise term. In certain circumstances, you may also be eligible for a shorter "Sunrise Extension" extending your existing franchise term to December 31, 2024 at the latest, which will not terminate your renewal rights under your existing franchise agreement. Both the Sunrise Extension and the Sunset Extension require that you pay a nominal fee ($163.25) to have an FE completed at least once at the beginning of extended term, and complete all required work under each FE as determined by Quality. The estimated cost of the required FE work ranges from $20,000 to $150,000. The Sunset Extension also applies to transfers of interest (see Items 5 and 6 for more information about the renewal and transfer requirements).

If you acquire an existing Wendy's Restaurant by transfer from a Wendy's franchisee, including if you are approved to do so through our Franchise Flip program, your reimaging requirement for the Restaurant will be governed by Quality's reimage requirements which require that 100% of all Restaurants in your Wendy's Restaurant portfolio be reimaged by 2024 (unless you are offered and execute a Pacesetter Development Agreement, or an eligible Groundbreaker Development Agreement) in accordance with Quality's then-current reimaging design plans, specifications, and standards, with 85% reimaged by the end of 2023. All Restaurants transferred must have completed all FE work at the Restaurants within a specified period of time from the date of transfer, which varies depending on how many Restaurants you acquire. See Item 1.

If you purchase a newly-built Wendy's Restaurant for cash, the cost of the real estate, site improvements and construction should range from $1,309,500 to $3,362,000. Specifically, the land cost should range from $250,000 to $1,300,000. The estimated cost for site improvements, such as paving curbs, sidewalks, lighting and landscaping, should range from $135,000 to $615,000. This cost will vary depending on the size, condition and location of the premises as well as the demand for the premises among prospective purchasers and municipal requirements for off-site improvements and utility connection fees. The estimated cost for construction will range from $847,000 to $1,247,000. The estimated cost for plans and permits will range from $77,500 to $200,000. For 2023, the estimated cost ranges for real estate, site improvements and construction of the Global

Next Gen designs are expected to fall within the cost ranges described in this Item 7. However, if you choose to include multiple upgrades to the standard Global Next Gen designs, your costs for construction could exceed the ranges shown in this Item 7.

If you finance the purchase of a newly-built Wendy's Restaurant, the cost of financing for a 3-month period should range from $324,000 to $832,000, assuming 20% cash down payment, a 10 year term, an interest rate of 7.0%, and closing costs. The costs shown in the ranges here include your 20% down payment, closing costs (paid up front) and 3 monthly payments. This financing cost will vary significantly depending on your creditworthiness, the lender selected, interest rates, closing costs and other factors. Based on the range of costs for real estate, site improvements and construction noted above, the down payment will range from $261,900 to $672,400, and the monthly payment will range from $20,700 to $53,300.

If you lease the land, building and improvements, the amount of 3 months' rent could range from $20,000 to $60,000 and will depend on the size, condition and location of the premises and the demand for the premises among prospective lessees or purchasers.

Certain early adopter franchisees may be eligible, at Quality's discretion, to participate in testing a new Frosty Cart operational model. A Frosty Cart is a small mobile food unit that offers a limited menu (prescribed by Quality), including Frosty, Frosty related products and bottled beverages, for sale at fixed, permanent locations within non-traditional venues such as shopping malls, airports, train stations, stadiums, sporting arenas, amusement parks, zoos, convention centers, and educational institutions or facilities or other atypical sites. Development of Frosty Carts remains subject to Quality's current policies and practices regarding the development of new Wendy's Restaurants, including without limitation Quality's site approval process. If you are eligible to, and participate in, our Frosty Cart early adopter program, and develop a Frosty Cart location rather than a freestanding, in-line, or nontraditional Wendy's Restaurant, your requirements will differ from the typical Wendy's Restaurant. The range of costs described in this table does not reflect the construction or other costs associated with a Frosty Cart, and many of these costs may be reduced when developing a Frosty Cart. The standard Frosty Cart itself, excluding equipment and supplies, is estimated to cost between $110,000 - $150,000. Rent for a Frosty Cart will vary by location and may be either a percentage of gross or net sales, which ranged from 15% - 20% in company locations, or a flat fee, which ranged from $4,225 - $4,484/ month in 2022 Company locations, and varied as to whether utilities were included in rent. In 2022 Company locations, no security deposit was required, but this will vary depending on the venue you select for your Frosty Cart.

[7] You will have the option of purchasing for cash, or financing the equipment associated with the Wendy's Restaurant. The equipment will include sinks, counters, refrigerators, freezers, double-sided grill, ovens, bun toasters, Coca Cola® Freestyle or (in limited cases) the Bevariety self-serve drink station, sandwich stations, fry station, Frosty™ machines, tables, chairs, cabinets, desk and other related equipment and supplies that range in cost from $275,000 to $420,000. The cost range for equipment does not include any ongoing monthly fee that may be associated with Coca Cola® Freestyle or Bevariety. If you finance the purchase of equipment, the cost of financing for a 3-month period should range from $13,000 to $19,000 (including closing costs), assuming no cash down payment, a 7-year amortization and interest rate of 7.0%. The costs shown in the ranges here also include 3 monthly payments. These costs will vary significantly, depending on your creditworthiness, the lender selected, interest rates, closing costs and other factors. Based on the range of costs for equipment noted above, your monthly payment will range from $4,200 to $6,300. With the exception of Coca Cola® Freestyle or Bevariety equipment, and a few other smaller pieces of equipment, Wendy's Franchisees typically do not lease equipment. Therefore, the costs for equipment are described only in the cash purchase and financing categories described above. Equipment associated with a Frosty Cart, including the Frosty Cart itself, production and implementation equipment, and furniture, if applicable based on location, will range in cost from $149,000-$174,600.

[8] You will have the option of purchasing for cash or financing the signage associated with the Wendy's Restaurant. Signage includes the installed pylon sign, building signs, exterior rotating menuboard and rotating presell board, that range in cost from $58,000 to $100,000. If you finance the purchase of signage, the cost of financing for a 3-month period should range from $3,000 to $5,000 (including closing costs), assuming no cash down payment, a 7-year amortization and interest rate of 7.0%. The costs shown in the ranges here also include 3 monthly payments. These costs will vary significantly, depending on your creditworthiness, the lender selected, interest rates, closing costs and other factors. Based on the range of costs for signage noted above, your monthly payment will range from $900 to $1,500. For a Frosty Cart, the signage kit is expected to cost about $500-$600.

[9] You will have the option of purchasing for cash or financing the technology associated with the Wendy's Restaurant. Technology may include modern POS hardware and single source software, PC, Wi-Fi, music system, upgrade to digital menuboards, headsets, timers and outside order confirmation display, that range in cost from $65,000 to $135,000, which includes sales taxes, local charges specific to individual Restaurants, and does not include travel costs of installers or shipping costs, which vary according to a Restaurant's location. The currently required technology components are set forth in the New Build Minimum Requirements which is ***Exhibit E*** to this disclosure document. Quality also publishes and maintains Technology Buyers Guide, which are available on WeConnect, which provide additional information about technology options available to current franchisees. The range for technology does not include the ongoing annual maintenance costs associated with various technology components. See Item 11 for those costs and for other requirements and specifications about technology. See Item 8 for a summary of your required technology purchases. If you finance the purchase of technology, the cost of financing for a 3-month period should range from $3,000 to $6,000 (including closing costs), assuming no cash down payment, a 7-year amortization and interest rate of 7.0%. The costs shown in the ranges here also include 3 monthly payments. These costs will vary significantly, depending on your creditworthiness, the lender selected, interest rates, closing costs and other factors. Based

on the range of costs for equipment, signage and technology noted above, your monthly payment will range from $1,000 to $2,000. For a Frosty Cart, technology may include modern POS hardware and single source software, PC, phone, and other back office components, that range in cost from $20,000 to $30,000.

[10] The range will vary depending upon the actual size of the Wendy's Restaurant, its performance and the inventory required. For a Frosty Cart, this range will be approximately $1,800 - $5,200 depending on the location.

[11] This item estimates your additional expenses before operations begin and your ordinary recurring business expenses for a 3-month period which are in addition to the other expenditures listed in Item 7. The estimated amounts do not include royalties and advertising fees or food and paper expenses, and assume that none of your expenses are offset by any sales generated during the initial 3-months of operations. These expenses include items like management labor, crew labor, payroll costs, benefits, repairs and maintenance and other service contracts and miscellaneous additional costs. These figures are estimates, and we cannot guarantee that you will not incur additional expenses during the startup of your business. For example, if there is a federal or state mandated minimum wage increase, you may incur an increase to the hourly rate paid for crew labor. Your costs will depend on a number of additional factors such as your management skill, experience and business acumen, economic conditions, the local market for your business, competition and the performance of your Wendy's Restaurant.

[12] Grand Opening Advertising for a Frosty Cart location will be $5,000. Additionally, the venue you select for your Frosty Cart location, may require additional grand opening advertising expenditures, which may vary widely depending on location-specific requirements.

[13] This item estimates your miscellaneous opening costs and expenses, like installation of telephones, deposits for gas, electricity and other services, business licenses, legal and accounting expenses. In 2022 Company Frosty Cart locations, rent occasionally included utilities. In 2022 Company Frost Cart locations, no security deposit was required. These items will vary depending on the venue you select for your Frosty Cart.

[14] Insurance premiums will depend on a number of factors including economic conditions and the local market for your business. Premiums for Frosty Cart locations may be reduced.

[15] The variances in the ranges contained in Item 7 are based on nearly 51 years of Quality and its predecessor's experience in the restaurant business and depend upon whether you purchase for cash, finance or lease the land, building, improvements, equipment, signage and technology for the Wendy's Restaurant. The totals listed may vary if you elect to use a combination of these alternatives to acquire the assets needed for the Wendy's Restaurant. For example, you may choose to lease the site of the Wendy's Restaurant, but purchase the necessary equipment, signage and technology package. You should review these figures carefully with a business advisor before making any decision to acquire the franchise.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Franchise Agreement

You must operate your Wendy's Restaurant according to Quality's system standards. Quality may regulate, among other things, the real estate, the type, model and brands of required fixtures, furnishings, equipment, signs, technology, materials and supplies to be used in operating your Wendy's Restaurant, required or authorized products and product categories and the approved suppliers of each item. Under Wendy's Franchise Development Program to build your Restaurant, you may be required to utilize preferred service providers approved by Wendy's. In addition, you must adhere to the standards and specifications established by Quality which may impose minimum requirements for delivery, performance, quality, safety, security (including information security) and cost. Quality's standards and specifications are for menu items, food products, packaging, advertising materials, supplies, ingredients, real estate, equipment, signs, fixtures, technology, furnishings and other items used in the operation of your Wendy's Restaurant. Quality and some of its affiliates described in Item 1 are approved suppliers of real estate and equipment (whether you purchase or rent your Wendy's Restaurant). Unless you are acquiring a specific Restaurant from Quality or its affiliates, you need not purchase (or lease) real estate or equipment from Quality or its affiliates. In addition, in most instances, you must purchase or lease the various products or services required for your Wendy's Restaurant from a list of suppliers approved by Quality, or you must purchase or lease products or services which conform to Quality's specifications.

From 90%-95% of your total purchases associated with establishing your Wendy's Restaurant and from 90%-95% of your total purchases associated with the ongoing operation of your Wendy's Restaurant must either be purchased or leased from Quality, its affiliates, or Quality's approved suppliers, or must conform to Quality's specifications. In Quality's fiscal year ended January 1, 2023, affiliates of Quality

generated revenues of $193,702,759 from the sale and leasing of real estate and equipment to Wendy's franchisees. This represents 9.96%of Quality and its affiliate's total revenues of $1,943,920,000for that period. This data was derived from Wendy's Co.'s annual financial statement dated January 1, 2023, as well as other work papers and accounting records related to that period.

Quality will provide you with an approved supplier list covering a great many of the products and services you use in the operation of your Wendy's Restaurant. The approved supplier list may be provided to you electronically through the Wendy's internet system, referred to as WeConnect (see Item 11), or may be provided to you by other written communications, including Quality's operations manuals, other manuals or in Quality's policy statements. (If you are an existing Wendy's franchisee, you will have access to WeConnect on an ongoing basis. If you are not an existing Wendy's franchisee, you will not have access to WeConnect but Quality will provide you with relevant information drawn from WeConnect on your reasonable request and subject to confidentiality requirements.) This list may be changed by Quality at any time. Coca-Cola® is the main supplier of soft drinks (and single-serve fruit juices) approved by Quality, and while you must purchase your primary soft drink products from Coca-Cola®, you may also purchase soft drink supply for up to 2 fountainheads from other soft drink suppliers approved by Quality depending upon your type of beverage equipment and whether it is owned or leased, when it was installed, and the number of valves on the equipment. Quality's supplier list also includes sources of supply for meat, bakery goods, produce, and other food products, paper products containing the Wendy's logo, kids' meal premiums, cleaning supplies and materials, furniture, fixtures, equipment and technology used in your Wendy's Restaurant (including products and services that are designed to support more secure processing of payment card information and assist you with PCI-DSS compliance), signage, uniforms, building materials for your Wendy's Restaurant, and a variety of other products and services. Some components of technology for your Wendy's Restaurant, including Aloha software for the POS system (supplied by NCR), point-to-point encryption for payments, software for digital menuboards, television content, and customer Wi-Fi, are available from only one supplier (see Item 11 and WeConnect). Except as described in this Item 8, there are no products or services for which Quality and its affiliates are the only approved suppliers. Although you are restricted in purchasing or leasing those products or services referred to above, and Quality mandates that you purchase your primary soft drink products from Coca-Cola® and certain technology components from specified suppliers, you are not restricted in purchasing or leasing some other miscellaneous products or services, like non-Wendy's logo paper products, some supplies, and some materials and service contracts. Quality may mandate that you purchase other products or services from specific suppliers in the future.

Since you must purchase a large number of different products for your Wendy's Restaurant from multiple suppliers, it is time and cost prohibitive to purchase all of those products directly from the approved suppliers. As a result, you will likely purchase most products from the approved distributor in Quality's distribution network as described below. A distributor purchases many of the products required to operate Wendy's Restaurants from Quality's approved suppliers, and in turn, makes those products available to you on a consolidated basis. The Wendy's system has contracts of varying lengths with distributors throughout the United States in order to ensure a broad distribution network for the Wendy's system. These distribution contracts are maintained and managed by Quality Supply Chain Co-op, Inc., a Delaware corporation ("QSCC"), a purchasing cooperative described below. Quality's distribution network is divided into geographic areas based upon the Wendy's Restaurants located within a specific grouping of DMAs ("Designated Market Areas," see Items 11, 16 and 17). At your request, QSCC will provide you with the name and contact information for the distributor within your geographic area. One or more officers of Quality may own nominal interests in certain of Quality's suppliers or distributors which are publicly traded.

Quality requires all suppliers and vendors that are approved to provide goods, products, equipment or services to Wendy's Restaurants in the United States to sign a supplier code of conduct on an annual basis.

Quality's approval of distributors is based on many of the same factors with respect to suppliers, as described in this Item 8, along with other factors specific to distributors. Once approved by Quality, as acceptable based on its considerations, QSCC performs a formal Request for Proposal ("RFP" process) in order to select the distributor for a specific geographical area, at which time input is solicited from both Wendy's franchisees and company-owned store management. You can request that QSCC consider a Quality-approved distributor in your geographic area at any time. QSCC will consider a distributor you propose in the context of the expiration or renewal of a QSCC contract with an existing distributor, and if the proposed distributor is approved by Quality, chooses to participate in the RFP process and meets the requirements pertaining to that process, is willing to supply all stores in the applicable area, and is selected under the RFP process for that area. If approved, the distributor may be required to enter QSCC's standard distribution agreement and any related documentation QSCC may require. Distributors are inspected by Quality's quality assurance auditors, as well as by third-party professionals experienced in auditing distribution centers, which are nominated by the distribution center and subject to our approval. QSCC monitors and evaluates distribution capabilities, performance and customer satisfaction levels.

Quality Supply Chain Co-op, Inc.

Purchasing activities for food, packaging and equipment used in the Wendy's system are conducted through QSCC. QSCC began operating in January 2010 and is organized under Delaware law and federal tax laws to operate on a cooperative basis. Under those laws, QSCC may distribute its net income not required for working capital or reserves to its members (the stockholders of QSCC) each year as a "patronage dividend."

QSCC was formed to act as the sole authorized purchasing organization and purchasing agent for Wendy's company and Wendy's franchised Restaurants located in the United States and Canada. QSCC is not an affiliate of Quality and was organized and operates independently of Quality. Quality's predecessor, WIL, and most Wendy's franchisees are stockholders of QSCC.

QSCC is governed by an 11-member Board of Directors comprised of: (i) two Directors elected by Quality's predecessor, WIL; (ii) two Directors elected by the franchisee members from each of the North, South and West regions; (iii) one at-large Director elected by all members of QSCC; (iv) one Canadian franchisee Director, who is a non-voting member of the Board except on Canada matters; and (v) the President of QSCC, who is a non-voting ex officio member of the Board. Each year, typically three or four Directors are up for re-election by the stockholder members of QSCC on a rotating basis.

Quality does not require that you join QSCC. Subject to the limitations described below, you may purchase through QSCC negotiated arrangements as a non-member (in which case you will have no voting rights and will not be entitled to patronage dividends).

QSCC attempts to negotiate the best possible sustainable delivered price among Quality's approved suppliers, taking into consideration price, quality, service and the best interests of the Wendy's system on various food and packaging products used by the Wendy's system. QSCC may collect sourcing fees, directly and indirectly (via distributors or suppliers), from each operator that purchases through QSCC negotiated arrangements to fund the purchasing programs and services of QSCC. Any revenue QSCC realizes from the cumulative sourcing fees that is not used to fund the purchasing programs and services of QSCC may be paid out to the stockholder members of QSCC as an annual patronage dividend.

Once you obtain the franchise and licensed rights from Quality to operate a Wendy's Restaurant, you will be eligible to join QSCC. To join QSCC, you must buy one share of QSCC "Common Stock" (currently priced at $100) no matter how many Restaurants you own. If you later sell all of your Wendy's Restaurants (or otherwise become ineligible for membership), QSCC may redeem your share at the original purchase price. If you join QSCC, you will be required to purchase virtually all of your food, packaging, equipment, services and distribution services through the supply chain programs of QSCC and to adhere to QSCC's business code of conduct.

QSCC conducts direct purchase programs ("Direct Purchase Programs") for certain restaurant equipment, signage, technology, building materials, furnishings, décor and services. Various approved suppliers for the above items and services are available under the Direct Purchase Programs. QSCC provides electronic access to this information, including the published prices in these categories of items and services, via QSCC's website and through a hyperlink on WeConnect. The Direct Purchase Programs provide Wendy's franchisees with the opportunity to purchase approved products and services directly from approved suppliers at competitive prices. However, Wendy's franchisees also can choose to purchase many products through Quality's approved distributors for an additional fee. The fee covers a mark-up on the cost of the products for services rendered to the franchisees by the distributor. A list of approved equipment distributors, including program details, can also be found on WeConnect.

Typically Quality and/or its affiliates' Research and Development and Quality Assurance Departments together formulate specifications for Wendy's food products, with an approved supplier for those products. After a draft specification is developed for the product, the specification is finalized once historical data confirms the product's attributes.

Quality's specifications for food products may be modified by Quality and/or its affiliates' Research and Development and Quality Assurance Departments only. Modifications may be based, for example, on changes in flavor profiles, changes in a product formula, or changes based on food safety considerations.

Quality will not issue to you its specifications (or modifications) for those food and paper products that Quality considers proprietary. However, if you request that Quality evaluate a supplier for possible approval, once Quality conducts an initial review to determine that the supplier has a basic ability to supply the product in a manner acceptable to Quality, Quality may issue its specifications directly to the supplier as long as the supplier signs Quality's non-disclosure and confidentiality agreements. The supplier will also be required to sign QSCC's standard supplier agreement in order to become an approved supplier.

Technology, Design, and Other

Quality and/or its affiliates' Kitchen Engineering, Design Engineering, and Construction Engineering teams formulate the specifications and standards for products related to the building design, furniture, fixtures, finishes and equipment for your Wendy's Restaurant. The specifications for the building are created based on Quality and its affiliates' experience with building design and maintenance, and may be modified, as the result of changes in local zoning and building restrictions (which your architect determines), as well as changes in design based on marketing research and information received by Quality and/or its affiliates. These modifications are communicated to you electronically, by way of WeConnect, as well as by various written communications produced by Quality and/or its affiliates' Kitchen Engineering, Design Engineering, and Construction Engineering teams. Quality and/or its affiliates' Kitchen Engineering Innovation team also formulates the specifications and standards related to the kitchen equipment needed for your Wendy's Restaurant, based on the product specifications developed by Quality and/or its affiliates' Research and Development Department and Quality Assurance Department. These kitchen equipment specifications and standards may be modified by Quality at any time based on changes in product formulation.

Quality and/or its affiliates' Restaurant Technology, IT Security, and Information Technology teams formulate the specifications and standards for the various technology components of the Restaurant as well as for the required or necessary payment card and data security standards (including, the Payment Card Industry Data Security Standard, "PCI-DSS"), which may also be published in system communications, policy statements and in the Operations Standards Manual from time to time (see Item 11 for more information). Quality's affiliate WETECH is currently the only approved supplier of certain foundational products and services that are designed to support more secure processing of payment card information and assist you with your obligation to comply with the PCI-DSS.

Quality's affiliate, WIL, will be the only approved supplier of Frosty Carts in 2023.

In all newly-constructed Wendy's Restaurants, you must install one of Quality's standard interior and exterior design packages, and are required to install specified equipment under its Image Activation standards (see Item 7). In addition, Quality also requires that when you transfer or renew your franchise, your Wendy's Restaurants must be remodeled and upgraded (see Item 6). In some instances, that remodeling and upgrade work will include the installation of specific required equipment. Additional details about Quality's remodeling and upgrade requirements are described on WeConnect.

Quality will issue you its specifications and standards related to various engineering, architectural design and equipment aspects of your Wendy's Restaurant, like prototype construction documents, and equipment specifications. Quality will provide these specifications and standards at no cost to you.

If you wish to purchase any food, Wendy's logo paper products, equipment, building materials or other products or services which must conform to Quality's specifications from anyone other than an approved supplier, you must submit a written request for approval to Quality. You may not purchase from any supplier until that supplier has been approved in writing by Quality. Quality's approval of any supplier will be based on Quality's approval criteria in existence at that time. These criteria may include production capabilities, experience in the Wendy's system, business reputation, financial capabilities, trends of the supplier's business, equivalency of the proposed supplier's services to previously identified sources, and other factors. Quality has the right to require that Quality or its agents be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered either to Quality or to an independent laboratory which Quality selects for testing. In addition, Quality may evaluate the supplier's production capabilities, their compliance with specifications for finished products, demonstration of long-term durability, their quality assurance programs, level of sanitation and food safety compliance. Quality may evaluate potential suppliers of equipment and building materials with in-lab testing, in-store evaluations and long-term in-store use. If approved, the supplier will be required to enter Quality's supplier code of conduct and QSCC's standard supplier agreement and any other related documentation which Quality may require. QSCC's standard supplier agreement provides for termination without cause, or due to the supplier's breach of the agreement. The time required for Quality to provide its approval (or disapproval) will vary depending on a variety of factors, including the complexity of the products or equipment and the impact of the equipment or product on the Wendy's system. Although Quality's predecessor, WIL, has not assessed a fee for supplier approval in the past, you may in the future be required to pay Quality a fee which does not exceed the reasonable cost of the inspection and the actual cost of the test. Quality may also require that the supplier comply with other requirements. On occasion, Quality may also reinspect the facilities, products, and services of any approved supplier and revoke its approval if the supplier fails to continue to meet any of Quality's criteria. Quality is not required to approve any particular supplier, and may only approve a single supplier (which may include Quality and/or its affiliates) for certain items.

Quality's criteria for approval or rejection of a supplier of equipment and building materials is provided to Wendy's franchisees electronically, through the WeConnect, or by other written communications from Quality or from QSCC (see this Item 8).

During our fiscal year ended January 1, 2023, approximately $16,167,000in payments, marketing allowances and other consideration was provided to Quality's affiliates by some suppliers. The amounts received from these suppliers consisted of approximately $15,749,000from beverage suppliers, and approximately $427,000from non-beverage suppliers, as described below.

As noted above, approximately $15,749,000of this total was attributable to rebates, marketing allowances and other consideration provided to Quality's affiliates by approved beverage suppliers. This amount was principally attributable to systemwide beverage rebate and allowance programs based upon company store gallonage. The various rebates, marketing allowances and other consideration that were provided to Quality's affiliates by the approved beverage suppliers are also provided to franchisees as the result of franchisee purchases from those approved beverage suppliers and are based on systemwide programs which are available to both company and to franchisee stores on the same terms and conditions.

Approximately $427,000of the total described above was provided to Quality's affiliates by non-beverage suppliers and was principally comprised of payments and other consideration attributable to product promotion activities and QSCC annual patronage dividends, as well as for Wendy's Co.'s annual convention.

In addition to the amounts provided to Quality's affiliates during its fiscal year ended January 1, 2023, approved beverage suppliers separately provided approximately $5,518,000 in payments, marketing allowances and other consideration to WNAP. (A portion of this amount was received in a prior year, but was recognized in the fiscal year ending January 1, 2023).

In addition to the amounts that are provided to Quality and its affiliates and to WNAP as described above, some suppliers may also make contributions to charities endorsed or sponsored by Quality.

If you lease your Wendy's Restaurant from a third-party landlord, Quality may require you to submit the lease to Quality for its written approval before your execution of the lease. Your lease must contain certain provisions which are described in the Franchise Agreement.

In addition to the required purchases or leases described above, you must obtain and maintain, at your own expense, the insurance coverage that Quality requires and you must meet the other insurance-related obligations in the Franchise Agreement. Quality requires that you maintain an adequate amount of insurance coverage taking into account a) typical loss costs, judgments and settlements in your state or geographic region, b) your historical business insurance loss experience, and c) your loss exposure base (number of Wendy's Restaurants, automobiles, etc.). Your insurance coverage should include commercial general liability insurance, or an acceptable equivalent form of liability insurance coverage, umbrella excess liability insurance, commercial auto liability insurance for any auto, vehicle or equipment owned or operated by you, all-risk property insurance on a full replacement cost basis, including business interruption coverage, workers' compensation insurance at statutory limits (including employer's liability insurance) and cyber risk insurance. The limit of liability afforded under the combination of commercial general liability and umbrella liability coverages should not be less than $3,000,000, each occurrence. As we may require, you may satisfy your obligations to procure any of these types of insurance coverage by participating in a Franchisor-mandated insurance program. In such instances, you may be required to pay insurance premiums to us or to reimburse us for insurance premiums we have paid to insurance carriers on your behalf. For all types of insurance, the cost of coverage will vary depending on the insurance carriers, the terms of payment and your history. Quality's Minimum Insurance Guidelines for other types of insurance as required by the Franchise Agreement, are located on WeConnect. Quality may modify its guidelines for amounts and types of coverage in the future. The commercial general liability and umbrella liability insurance policies must name Quality as an additional insured, and in the case of property insurance, must name Quality (or its affiliates) as an additional interest and loss payee, as their interest may appear.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement[1]	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 3 and 17 of Franchise Agreement; Section 2 of Preliminary Letter Agreement; Sections 5, 6, 7 and 8 of Development Agreement; Sections 7, 8, 9, and 10 of Groundbreaker and Pacesetter Development Agreements; Sections 8, 9, 10, and 11 of Hybrid Development Agreement	Items 7, 11 and 12
b. Pre-opening purchases/leases	Sections 3 and 6 of Franchise Agreement	Items 7, 8 and 10
c. Site development and other pre-opening requirements	Sections 3, 4 and 6 of Franchise Agreement; Section 9 of Development Agreement; Section 11 of Groundbreaker and Hybrid Development Agreements; Section 10 of Pacesetter Development Agreement	Items 1, 7 and 11
d. Initial and ongoing training	Sections 3, 4 and 6 of Franchise Agreement; Section 1 of Preliminary Letter Agreement	Items 7 and 11
e. Opening	Sections 3 and 6 of Franchise Agreement	Items 7 and 11
f. Fees	Sections 2, 5, 12, 13[2], 15, 16 and 17 of Franchise Agreement; Section 4 of Preliminary Letter Agreement; Section 6A of Groundbreaker Development Agreement; Section 5A of Pacesetter Development Agreement; Section 7A of Hybrid Development Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Operations Manual	Sections 1, 6, 7, 8, 9, 10 and 15 of Franchise Agreement; Section 9.B. of Development Agreement; Section 11.B of Groundbreaker Development Agreement; Section 10.B of Pacesetter Development Agreement; Section 12.B of Hybrid Development Agreement	Items 1, 8, 11, 15 and 16
h. Trademarks and proprietary information	Sections 1, 6, 8, 9, 10, 17 and 18 of Franchise Agreement; Section 6 of Preliminary Letter Agreement; Sections 10 and 13 of Development Agreement; Sections 12 and 15 of Groundbreaker Development Agreement; Sections 11 and 14 of Pacesetter Development Agreement; Sections 13 and 16 of Hybrid Development Agreement	Items 13 and 14
i. Restrictions on products/services offered	Sections 1, 6 and 18 of Franchise Agreement	Items 8 and 16
j. Warranty and customer service requirements	Section 6 of Franchise Agreement	Item 16

Obligation	Section in Agreement[1]	Disclosure Document Item
k. Territorial development and sales quotas	Section 1 of Franchise Agreement; Section 3 and Exhibit B of Development Agreement; Section 4 and Exhibit B of Groundbreaker and Hybrid Development Agreements; Section 3 and Exhibit B of Pacesetter Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 6 and 13 of Franchise Agreement	Items 8, 11 and 16
m. Maintenance, appearance and remodeling requirements	Sections 2, 6 and 17 of Franchise Agreement	Items 7 and 16
n. Insurance	Section 14 of Franchise Agreement	Item 8
o. Advertising	Sections 3, 4, 6 and 13 of Franchise Agreement; Section 8 of Preliminary Letter Agreement	Items 6 and 11
p. Indemnification	Sections 17, 18 and 21 of Franchise Agreement	Item 6
q. Owner's participation/ management/staffing	Sections 6 and 18 of Franchise Agreement	Items 11 and 15
r. Records and reports	Sections 4, 6, 12 and 19 of Franchise Agreement	Item 11
s. Inspections and audits	Sections 6 and 12 of Franchise Agreement	Item 6
t. Transfer	Sections 15 and 19 of Franchise Agreement; Section 14 of Development Agreement; Section 16 of Groundbreaker Development Agreement; Section 15 of Pacesetter Development Agreement; Section 17 of Hybrid Development Agreement	Item 17
u. Renewal	Section 2 of Franchise Agreement	Item 17
v. Post-termination covenants	Sections 17 and 18 of Franchise Agreement; Section 13 of Development Agreement; Section 15 of Groundbreaker Development Agreement; Section 14 of Pacesetter Development Agreement; Section 16 of Hybrid Development Agreement	Items 14, 16 and 17
w. Non-competition covenants	Sections 6, 18 and 19 of Franchise Agreement	Items 16 and 17
x. Dispute resolution	Sections 22 and 28 of Franchise Agreement; Section 17 of Development Agreement; Section 19 of Groundbreaker Development Agreement; Section 18 of Pacesetter Development Agreement; Section 20 of Hybrid Development Agreement	Item 17
y. Guarantee of Franchisee Obligations	Section 27.2 and Exhibit B of Franchise Agreement	Item 15

[1]Please note that all of these obligations are also obligations of any Guarantor under the terms of the Guaranty Agreement.
[2]You currently must spend at least 4% of Gross Sales on advertising. Currently, this 4% is allocated as follows: 3.50% for national advertising, and .50% for local and regional advertising (see Item 6)

ITEM 10
FINANCING

On occasion, Quality and/or its affiliates cooperate with various lenders in the lenders' efforts to provide financing to qualified franchisees for various purposes, including in coordination with Quality's Own Your Opportunity Program and in order to support Quality's Double-Sided Grill 2.0 Initiative. The terms of financing offered by these lenders may vary depending upon many factors (including the purpose of the loan, the financial strength of the franchisee, the number of Wendy's Restaurants involved and the financial climate at the time of the request) and therefore, the financing terms must be discussed with the lenders directly. You should consider these lenders only as financing alternatives, and you are under no obligation to finance through any lender. Quality and/or its affiliates are under no obligation to its franchisees to provide information regarding potential lenders.

Quality and/or its affiliates may in some situations offer its own leasing programs to new or existing franchisees who are in full compliance with their obligations to Quality and its affiliates. These programs require that the franchisee sign the various documentation described in each program below. In addition, if applicable, Guarantors may also be required to sign documentation, as well as the Guaranty described in Item 15 of this disclosure document, and which is attached as an exhibit to the Franchise Agreement. The financing programs which Quality and/or its affiliates may offer include the following:

LEASING OF COMPANY-OWNED RESTAURANT PROPERTY

As part of the disposition of certain Company Restaurants, Quality and/or its affiliates may lease or sublease a Wendy's Restaurant to a franchisee, or Wendy's may elect to sell the Restaurant to a franchisee but retain the fee or ground leasehold interest in the land upon which the Restaurant is situated. The lease or sublease terms provided will vary on a case-by-case basis, but the franchisee must sign a standard Lease or Sublease along with other documents required by Quality and/or its affiliates as part of its disposition program, such as an Asset Purchase Agreement, Bill of Sale and General Release of All Claims. The terms under a Sublease executed in connection with a disposition may vary substantially because, in this instance, Quality or one of its affiliates is itself obligated under the terms of an underlying prime lease. The rent payable by a franchisee under a Sublease will be determined by Wendy's and will often exceed the amount of rent paid by Quality or its affiliate under the underlying prime lease and will also include a real estate processing fee of at least Six Thousand Dollars ($6,000) per year, paid in equal monthly installments as additional rent.

Specimen copies of the documents required by Quality or one of its affiliates when leasing or subleasing a Wendy's Restaurant to a franchisee are attached to this disclosure document as part of collective ***Exhibit P***.

Additionally, Quality and/or its affiliates may lease or sublease a Wendy's Restaurant to a franchisee as part of our REPP or Build-to-Suit Program. See Item 5 for additional information regarding the REPP and Build-to-Suit Program. The final terms of any such lease or sublease will vary on a case-by-case basis, but the franchisee must sign the standard form of lease or sublease related to the applicable Program, along with other documents required by Quality and/or its affiliates as part of REPP or Build-to-Suit Program. The terms under a sublease executed in connection with a REPP or Build-to-Suit Program may vary substantially because, in such instance, Quality or one of its affiliates is itself obligated under the terms of an underlying prime lease, and will also include a real estate processing fee of at least Six Thousand Dollars ($6,000) per year, paid in equal monthly installments as additional rent. The rent payable by a franchisee under a REPP Sublease will often exceed the amount of rent paid by Quality or its affiliate under the underlying prime lease. Further, the rent payable under a Build-to-Suit Lease or Sublease will be

determined by Quality and/or its affiliates in connection with the Build-to-Suit Program, and will often exceed the amount of rent paid by Quality or its affiliate under the underlying prime lease.

In some circumstances, we may approve the transfer of a franchise to occur directly from an existing franchisee ("Transferor Franchisee") to a new franchisee ("Transferee Franchisee"). In such cases, where Quality's affiliate is already in the lease chain as landlord or sublandlord, Quality's affiliate may so continue. Further, Quality's affiliate may have been in the lease chain (e.g. as a prior tenant party) and may have assigned its rights to the Transferor Franchise directly or via series of intermediate assignments. After you obtain Quality's approval and consent and provide proof of the assignment of the lease or sublease, Quality's affiliate acting as landlord or sublandlord will consent to the assignment of the lease or sublease in writing. The terms of the lease or sublease in this instance will be governed by the Transferor Franchisee's lease/sublease with Quality or its affiliate, and will be subject to any underlying prime lease and the proposed transfer may be subject to any consent rights of the prime landlord, including the cost and expense and responsibility of obtaining such consent.

The standard Lease and Sublease provide that the rent due will be automatically drafted (Lease Agreement, page 5, Sublease Agreement, page 5).

OTHER DIRECT AND INDIRECT FINANCING

In limited circumstances, Quality or its affiliates may offer deferrals, loans, waivers, setoffs and other forms of financial assistance in unique instances to existing franchisees (see Item 6). That assistance may be for ongoing franchise obligations, rent, real estate taxes or similar obligations which meet Quality or its affiliates' criteria. The terms of this financing may vary depending upon a number of factors, including the financial and operational status of the franchisee, the number of Wendy's Restaurants involved, and market conditions. In many cases, franchisee financing through Quality or its affiliates may be secured by satisfactory collateral, including the assets of the franchisee's business and other unencumbered assets, including the franchisee's personal assets (Security Agreement Section 2). (In these instances, the franchisee must typically sign a Secured Promissory Note, Security Agreement, UCC-1 Financing Statements, Real Estate Mortgage, and other applicable documents). In all cases, whether the financing is secured or unsecured, a General Release of All Claims must be signed. Specimen copies of these documents (except for the real estate mortgage, which varies state by state) are attached to this disclosure document as part of collective ***Exhibit P***. In no event can the assets of a franchisee's Wendy's business serve as collateral or security for any loan or other financing arrangement associated with any other business and, conversely, in no event can the assets of any other business serve as collateral or security for any loan or other financing arrangement associated with a franchisee's Wendy's business.

The financing arrangements provided by Quality or its affiliates as described in the preceding paragraph may provide a variety of repayment terms, typically up to 5 years, depending on the amount financed, the type of collateral provided, and other factors. The interest rate charged will vary depending on when financing is obtained as well as other factors; however, the simple annual interest rate generally charged by Quality is 8.5%. This rate is not an annual percentage rate calculated in accordance with the Consumer Credit Protection Act ("Truth in Lending") and Regulation Z.

Quality encourages prepayment and no prepayment penalty associated with financing of less than $50,000 or for loan terms of less than 3 years applies (Secured Promissory Note, page 2). For financing of $50,000 or more or a loan term of 3 years or more, however, while Quality will not itself enforce any prepayment penalty, if Quality sells or assigns a Note to a third-party purchaser, then a prepayment penalty will apply (Secured Promissory Note at page 2). In addition, for Notes with loan terms longer than 7 years, an additional prepayment factor will apply (Secured Promissory Note, at pages 2 and 3). Upon default by the franchisee, Quality may accelerate the balance of the Note and assess attorneys' fees and other costs

incurred by Quality and associated with collection of the debt (Secured Promissory Note, pages 4 and 5 and Security Agreement, Section 7). In addition, the financing documentation contains cross-defaults to the Franchise Agreement (Security Agreement Section 8 and the Secured Promissory Note, page 4) and other documentation signed by the franchisee, and may also include a confession of judgment and other waivers (Secured Promissory Note at page 5 and Security Agreement, Sections 8, 9 and 11). The financing documentation may also contain waivers of certain defenses customary in financing arrangements.

Any prepayment penalties associated with this financing are described in the paragraph above (Secured Promissory Note at pages 2 and 3). The collateral taken as security under the Security Agreement will vary depending upon the circumstances but may include both real estate and personal property as well as other assets (Security Agreement Section 2).

Quality may also provide unique financial arrangements for franchisees who have filed for protection under the United States Bankruptcy Code or who are involved in a state court receivership or similar financial restructurings. These financial arrangements may vary from Quality's standard policies and practices, and may require court approval.

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

EXCEPT AS LISTED BELOW, QUALITY IS NOT REQUIRED TO PROVIDE YOU WITH ANY ASSISTANCE

Quality may provide any of these services through its employees and representatives, through its affiliates or through any third party provider it designates.

Under the Servicing Agreement between Quality and WIL, the prior franchisor of Wendy's Restaurants, WIL entered into in June 2015 in connection with the Securitization Transaction described in Item 1, WIL will, at all times acting on Quality's behalf as Quality's independent contractor "Manager", discharge all of Quality's duties and obligations under Wendy's Franchise Agreements governing Wendy's Restaurants situated in the United States. See Item 1 for further details.

PRE-OPENING OBLIGATIONS UNDER FRANCHISE AGREEMENT

Before the opening of the Franchised Business, Quality is required by the Franchise Agreement to provide the following assistance and services to you:

1. Quality will review your request for the development of a Wendy's Restaurant at a particular location and will either accept, accept conditionally, or reject your request (Franchise Agreement - Sections 1, 3 and 5). Generally, Quality does not own and lease the Restaurant premises to you, unless you participate in our Build-to-Suit program. For more information about our Build-to-Suit program, see Item 5.

2. If you are opening your first Wendy's Restaurant, Quality will make available an initial training program at a location Quality designates (Franchise Agreement - Section 3.1).

3. Quality will provide to you prototypical plans and specifications for the construction of a standard Wendy's Restaurant and for the exterior and interior design and layout, fixtures, equipment, and signs (Franchise Agreement - Section 3.3).

4. Quality will conduct, as Quality deems advisable, periodic inspections of the Restaurant and Restaurant premises during construction to determine whether you are complying with the approved plans and specifications (Franchise Agreement - Section 3.7).

5. Quality will inspect and approve the Restaurant for opening before the opening of the Restaurant (Franchise Agreement - Section 3.8).

6. Quality will provide, at Quality's discretion, pre-opening and opening consultation and assistance (Franchise Agreement - Section 3.9).

7. Quality will provide you with online access, via WeConnect to the Operations Standards Manual, which is defined in this document as the "Manual" (Franchise Agreement - Section 9.1). Paper-based copies of the Manual can be ordered for delivery to you for a fee via WeConnect. The US Manual is available in English and Spanish. You are required to check WeConnect for updates to the Manual.

8. Quality will identify the equipment, signs, technology, fixtures, estimated opening inventory and supplies necessary to begin operations, and make available to you the specifications for these items (except for specifications for those food and paper products which Quality considers proprietary), and a list of approved and required suppliers (Franchise Agreement - Sections 3.3, 6.12, and 7). Quality does not generally provide, deliver or install any of these items, other than in connection with our Build-to-Suit program (see Items 5 and 8).

CONTINUING OBLIGATIONS UNDER FRANCHISE AGREEMENT

During the ongoing operation of the Franchised Business, under the Franchise Agreement Quality will provide the following assistance and services to you:

1. Quality will provide, as Quality deems advisable, periodic and continuing advisory assistance to you as to the operation, merchandising, and promotion of the Restaurant (Franchise Agreement - Section 4.4).

2. Quality may conduct, as Quality deems advisable, periodic inspections of the Restaurant, and evaluations of the products sold and services rendered by the Franchised Business (Franchise Agreement - Section 3.7).

3. Quality (or Quality's designee) will maintain, to the extent required by the Franchise Agreement, a system-wide advertising program, administered by WNAP (Franchise Agreement - Section 4.5).

PRE-OPENING OBLIGATIONS UNDER DEVELOPMENT AGREEMENT

Before you begin operating under the Development Agreement, Quality is required by the Development Agreement to provide the following assistance and services to you:

1. Determine the Development Area (defined in Item 12) within which you will look for Wendy's Restaurant sites (Development Agreement, including Groundbreaker, Pacesetter, and Hybrid Development Agreements - Section 1 and Exhibit A).

2. Determine the mandatory Development Schedule for your Wendy's Restaurants (Development Agreement and Pacesetter Development Agreement - Section 3 and Exhibit B, and Groundbreaker and Hybrid Development Agreements - Section 4 and Exhibit B).

CONTINUING OBLIGATIONS UNDER DEVELOPMENT AGREEMENT

During the ongoing operation under the Development Agreement, Quality will provide the following assistance and services to you:

1. Approve or disapprove a proposed site after receiving all requested information and materials (Development Agreement - Section 6, Groundbreaker Development Agreement - Section 8, Pacesetter Development Agreement – Section 7, and Hybrid Development Agreement – Section 9).

2. Give you our site selection criteria for a Restaurant. Quality will approve or disapprove a location you propose after receiving your description of the proposed site. Quality will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although Wendy's will not conduct site selection activities for you (Development Agreement - Section 6, Groundbreaker Development Agreement - Section 8, Pacesetter Development Agreement – Section 7, and Hybrid Development Agreement – Section 9).

3. Review your Restaurant's lease or sales contract to ensure it includes certain provisions required by Quality (Development Agreement - Section 6, Groundbreaker Development Agreement - Section 8, Pacesetter Development Agreement – Section 7, and Hybrid Development Agreement – Section 9).

4. Grant you franchises to operate Wendy's Restaurants at approved sites in the Development Area. You must sign our then-current form of franchise agreement and related documents for each Wendy's Restaurant, the terms of which may differ substantially from those in the Franchise Agreement attached to this disclosure document (Development Agreement - Section 9, Groundbreaker Development Agreement - Section 11, Pacesetter Development Agreement – Section 10, and Hybrid Development Agreement – Section 12).

ADVERTISING AND PROMOTION

WNAP (The Wendy's National Advertising Program, Inc.) is responsible for, and administers, national advertising for the Wendy's system as follows:

1. WNAP was established to collect and administer funds contributed by Quality and/or its affiliates and by Wendy's franchisees. WNAP is intended to maximize general public recognition, acceptance, and use of the Wendy's system. WNAP is not obligated to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you benefit directly or pro rata from expenditures by WNAP.

2. WNAP, all contributions to it, and any earnings by it, will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which WNAP believes will enhance the image of the system.

3. You must contribute to WNAP via the Wendy's electronic payment system as we designate (see Item 6). The amounts of your contributions are listed in Item 6. Other franchisees may contribute at different rates depending on the form of agreement under which they operate (see Item 6). All sums paid by you to WNAP will be maintained in a separate WNAP account solely for the benefit of WNAP.

4. WNAP's financial statements are reviewed on an annual basis and financial statements of WNAP are available for your review.

5. Quality and/or its affiliates will, for each of the company-owned Restaurants operated under the system, make contributions to WNAP on the same basis as Wendy's franchisees. Occasionally, outside vendors or suppliers also make contributions to WNAP.

6. The Trustees of WNAP are actively involved in administering expenditures for national advertising. No less than 50% of the Trustees are Wendy's franchisees ("Franchisee Trustees"). Seven of the nine Franchisee Trustees are appointed by the Wendy's Franchise Association, an independent franchisee association (Item 20). Franchisee Trustees are not required to be members of the Wendy's Franchise Association. The remaining Franchisee Trustees are appointed by Quality's predecessor, WIL. As long as WNAP exists, WIL will not exercise its rights to amend WNAP's Articles of Incorporation or Code of Regulations in any manner which would eliminate or materially alter the rights and benefits of Wendy's franchisees related to their participation in the governance of WNAP. If WIL creates a successor entity to WNAP, Wendy's franchisees will have the same rights and benefits as presently exist with respect to their participation in the governance of WNAP.

7. During the last fiscal year, 79.45% of the total monies expended by WNAP were spent on working media expense (including media placement), 11.95% on advertising production, 4.04% on digital experience, 1.28% on research, and 3.28% on non-advertising administration expenses. Some of the digital experience expenses noted above were paid to Quality's predecessor, WIL, to cover wages for employees working on WNAP matters.

All advertising and promotion by you must be in a media, type and format as Quality may approve in writing, must be conducted in a dignified manner, and must conform to the standards and requirements as Quality may specify. You may not use any advertising or promotional plans or materials unless and until you submit samples to Quality and obtain Quality's prior written approval, if these plans and materials have not been prepared or previously approved by Quality.

Quality has the right, in Quality's discretion, to designate any geographic area for purposes of establishing an Advertising Cooperative ("Cooperative"). Currently, Quality uses the Designated Market Areas as defined by the Nielsen Company, which is a nationally recognized television ratings service. Quality also has the power to require a Cooperative to be changed, dissolved, or merged. If a Cooperative has been established for the geographic area in which your Restaurant (excluding Frosty Carts) is located at the time you begin operations under the Franchise Agreement, you must become a member of that Cooperative under the terms of the then-existing Cooperative Agreement. If a Cooperative for the geographic area in which your Restaurant is located is established during the term of this Agreement, you must immediately become a member of that Cooperative, and take all steps necessary to become a member. If Quality or one of its affiliates has a company-owned Restaurant(s) within the designated geographic area, then Quality or its affiliate, as applicable, will also be a member of the Cooperative and must contribute to the Cooperative on the same basis as Wendy's franchisees who are members of that Cooperative. You will not be required to be a member of more than one Cooperative for your individual Restaurant. The following provisions will apply to each Cooperative:

1. Each Cooperative must be organized and governed in a form and manner, and must begin operations on a date approved in advance by Quality in writing. Cooperatives must operate from written governing documents approved by Quality, which are available for your review. The members of the Cooperative are responsible for the administration of the Cooperative.

2. Each Cooperative must be organized for the purpose of administering and planning local advertising programs and developing standardized advertising materials for use by the members in local advertising, subject to Quality's written approval.

3. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without Quality's prior written approval. All plans and materials must be submitted to Quality in accordance with the procedure set forth in the Franchise Agreement.

4. Quality may require the members of the Cooperative to make contributions to the Cooperative in those amounts as are determined by Quality. Your contribution to the Cooperative will be calculated on a percentage-of-sales basis (see Item 6).

5. Each member franchisee must submit to the Cooperative on or before the twentieth (20^{th}) day of each month based on gross sales, for the preceding calendar month, its contribution, together with other statements or reports as may be required by Quality or by the Cooperative with Quality's prior approval. Cooperatives generally prepare annual or periodic financial statements which are available for review by the member franchisees.

6. Quality, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, upon written request of the franchisee stating reasons supporting the exemption. Quality's decision concerning the request for exemption will be final.

Advertising conducted by WNAP and the Cooperatives may be disseminated through various types of media approved by WNAP and Quality, including print, radio, Internet, social media, or television. Coverage of the media is local, regional, and national in scope. Advertising for WNAP is prepared by Quality and/or one of its affiliates' in-house and by outside advertising agencies. Advertising for Cooperatives is occasionally prepared by local agencies selected by the Cooperatives, but must be approved in writing by Quality before and after production before it may be used. For both WNAP and the Cooperatives, fees not spent in the fiscal year are carried forward and spent in the next fiscal year. Neither WNAP nor the Cooperatives use any funds for advertising that is principally a solicitation for the sale of franchises.

Except as described above, Quality is not obligated to spend any amount on advertising in the area where you are located.

GIFT CARDS AND DIGITAL COUPONS / LOYALTY PROGRAM

Both company operated and franchisee operated Wendy's restaurants are required to participate in the Wendy's gift card program, so that Wendy's customers can purchase gift cards from Wendy's Restaurants and can redeem gift cards at Wendy's Restaurants (including gift cards purchased at third-party retailer partner locations such as grocery stores and drug stores). Under the gift card program, customers can purchase, redeem in part or in full, as well as reload and/or increase the balance of issued gift cards. Revenue derived from selling, reloading or increasing the balance on Wendy's gift cards is not included in Gross Sales; however, revenue derived from purchases paid for with gift cards must be included in Gross Sales (see Item 6). Under the gift card program, franchisees pay a monthly fee (currently $5.00 per month per Restaurant) to a third-party vendor who provides processing and settlement services for the program. To participate in the gift card program, franchisees can use their existing credit card terminal or an approved credit card terminal or point of sale system (if compatible with third-party vendor programming) to accept gift cards, or purchase or lease a separate terminal to accept gift cards. In the future, Quality or an affiliate, may provide processing and settlement services for the gift card program. Frosty Carts are not currently required to participate in the gift card program, but Quality may require Frosty Cart participation in the future.

Quality requires the acceptance of mobile pay through the Wendy's Application ("Wendy's App"). Wendy's customers are able to load funds into their digital account from their credit or debit cards, or from

a Wendy's gift card, and then use the funds in their digital account to pay for food purchased in the Restaurant. In this way, the digital account is an extension of the Wendy's gift card program. Under the current Wendy's mobile pay program, Wendy's Franchisees must pay 2.9% on every mobile pay redemption for in-Restaurant purchases. As the mobile-pay program evolves to include new features and functionality, Franchisees' payment requirements may also change. Additional features of the Wendy's App include mobile ordering and online direct marketing and couponing, and in some markets, in-app delivery ordering. Wendy's Franchisees must pay a transaction fee for in-app delivery transactions, which is currently 3.0%. Wendy's plans to add additional accepted methods of payment for both mobile and in-restaurant transactions, such as Apple Pay and Google Pay, which will be subject to the applicable in-Restaurant and in-app fees. Frosty Carts are not currently required to participate in mobile pay, digital orders, or the loyalty program through the Wendy's App, but Quality may require Frosty Cart participation in the future.

You will be required to accept coupons and offers provided digitally to customers through the Wendy's App and other methods, and you will be required to honor and fulfill rewards earned by customers through the system-wide customer loyalty program, regardless of whether the loyalty rewards were earned through purchases made in your Restaurant or in other system restaurants. In the future, Quality may establish, including, among other things, programs that would enable third-party mobile wallet acceptance or contactless payment methods, whether through the Wendy's App or through other methods. Frosty Carts are not currently required to accept coupons and digital offers, but Quality may require Frosty Cart participation in the future.

COMPUTER SYSTEMS

Quality's primary tool for communicating with its franchisees is electronically, through the Wendy's extranet system, referred to as WeConnect. As a Wendy's franchisee, you must be able to access WeConnect. In addition, Quality's primary method of training is through WeLearn, which is the Wendy's proprietary online training system accessed via WeConnect (see Item 6). WeLearn is required to be implemented and accessible in all Wendy's Restaurants (see Training Programs below in this Item 11). To access WeLearn, franchisees are required to have an internet enabled device with a modern web browser with broadband access to the internet and WeConnect in each of their Wendy's Restaurants, including Frosty Carts (the "Training PC"). Detailed information regarding Training PC specifications can be located in the Restaurant Technology Buyer's Guide located on WeConnect.

Quality's specifications are for Microsoft Windows-based PCs. WeConnect has been tested with and is compatible with PCs that meet the minimum specifications listed above. WeConnect has also been used with Chromebook Training PC's in Company Restaurants. WeConnect is a web-based application and should be accessible from other devices including Apple iPads and Macintosh ("Mac") personal computers; however, full testing of WeConnect and its associated links and applications from such devices has not been conducted and therefore their performance cannot be assured. Specifications are subject to change in order to keep up with new and improved technology.

If your Wendy's Restaurant also has an electronic back office system (see Electronic Information Systems below in this Item 11), Quality highly recommends that the Training PC be a separate system dedicated to training functions that can be easily accessed by crew. Adding training functions to your back office system could negatively impact performance of such system. If you elect to use your back office system as the Training PC, you should carefully consider appropriate security options and any potential impact on your operations.

There is no requirement that you purchase a Training PC from a specific vendor, or have access to a specific brand-name computer, provided the computer meets Quality's minimum requirements. Quality

or QSCC may enter into arrangements with certain computer manufacturers to offer cost-saving programs to its franchisees and will make that information available to you. Quality is not, however, obligated to provide or to assist you in obtaining a computer system which meets Quality's minimum requirements.

Prices will vary depending on the brand internet enabled device you choose, and the hardware and software that is included, however, the average cost of purchasing a Training PC with the minimum specifications described above ranges from $350 to $1,000. In addition, the cost of a broadband Internet connection installed with hardware, will include a one-time fee of approximately $370 per month, with a re-occurring monthly cost of approximately $100 per month. The approximate cost of network management and monitoring is an additional $90 per month. In most cases, when you purchase a computer the manufacturer will offer a limited warranty and service support and will extend such support for an additional fee. The cost for this service will also vary from manufacturer to manufacturer.

During the term of your Franchise Agreement, you will be required, at your cost, to upgrade and/or update both the hardware components of your computer systems and the software used to operate and support those systems in order to meet Wendy's system-wide changes. There are no contractual limitations on the frequency and cost of this obligation to upgrade. We need not reimburse you for any of these costs.

ELECTRONIC INFORMATION SYSTEMS AND OTHER RESTAURANT TECHNOLOGY

In addition to the Training PC described above, Quality requires you to purchase, use and maintain Quality's required electronic point of sale (POS) system and, if using other technologies in your Restaurant including digital interior menu boards, an exterior confirmation display, customer accessible Wi-Fi, music, headsets, timers, and other peripheral equipment outlined in the Restaurant Technology Buyer's Guide available on WeConnect.

The POS system includes software, POS terminals, kitchen video monitors and other items, and is used to, among other functions, enter orders and record sales, process credit card and gift card transactions, and relay orders to the kitchen video monitors in your Restaurant. The POS software can be used to create detailed sales, financial and operational reports for analysis. The POS software will also allow Quality to independently and directly access certain financial and operational information and data regarding your Restaurant. Quality may use this information for analysis, consumer research, and for any other purpose.

You must at your expense purchase the hardware and license the software for the POS system and other required technology in your Restaurant from Quality's approved suppliers; for some items there may be only one sole supplier (see Item 8). You are also required to purchase a maintenance, support, and/or service contract from Quality's approved suppliers for the POS system and some of the other required technology in your Restaurant. You are solely responsible for maintaining and repairing the hardware and software of the POS system and other required technology in your Restaurant at your expense. In addition, as part of your obligation to implement and adhere to all changes, additions, and refinements in the system (Franchise Agreement - Section 7), you will be required, at your expense, to upgrade or update the hardware and software of the POS system and other technology to maintain compliance with Quality's standards. There are no contractual limitations on the frequency or cost of that obligation. Neither Quality nor its affiliates has an obligation to provide ongoing maintenance, repairs, upgrades, or updates to the POS system or other required technology in your Restaurant.

Due to the need for compatibility between your POS system and other required technology in your Restaurant and Wendy's systems, you must strictly comply with Quality's standards and specifications for the hardware and software of the POS system and other required technology in your Restaurant. With limited exceptions, all Wendy's Restaurants must have installed Aloha POS software supplied by NCR. All Wendy's Restaurants are required to be active on Quality's approved mobile ordering platform and

accept and process mobile and online orders and payments, install front runner KVS screens, and implement separation of order and pay. More information regarding mobile ordering can be found in the Mobile Ordering Program Guide located on WeConnect.

In order to meet your obligations regarding PCI-DSS and other data security standards and specifications, you are required to procure certain foundational security services either from us, or from third-party service providers approved by us. Currently, our affiliate, WETECH, is the only approved supplier of certain of these services. The foundational security services include without limitation, products and services related to (i) network security and reliability, (ii) anti-virus, patching and administrator password change; (iii) restaurant application image creation, QA, maintenance and deployment; (iv) back office support; (v) level three/critical escalation support; (vi) anti-fraud technology; and (vii) mobile ordering. In addition to the foundational security services you must also participate in Quality's payment technology and systems program (WePayment), with approved payment system devices installed in your restaurant. You must have a hardware maintenance agreement in place for the payment system devices with a select maintenance support provided and pay applicable fees to that provider, and we may also from time to time identify certain products and services that will be optional for franchisees (e.g., customer self-order kiosks). You may procure these optional products or services either from our affiliate, WETECH, or from third-party service providers approved by us.

The following charts list some of the required components and the range of initial and ongoing annual costs. More detailed information about Quality's technology and data security standards and specifications, which may be amended from time to time, is contained within our Operations Standards Manual, which is currently available on WeConnect and will be provided to you by Quality upon request. Quality's requirements concerning computer systems and payment and data security standards may also be published in system communications, policy statements and in the Operations Standards Manual.

Required Technology	Hardware and Software Components	Initial Cost[1, 2]	Ongoing Annual Maintenance and Support Costs[1, 3]
POS System	POS Terminals/Registers (4) Kitchen Video Monitors (5) POS Software	$19,000 - $23,000	$1,000 - $1,200[4]
Exterior Order Confirmation Display	Display Monitor Bezel and Pedestal	$4,400 - $7,500	$300 - $400[5]
Foundational Security Products and Services	Software	N/A	Included in Technology Fee
Payment technology and systems (i.e., WePayment) [6]	ACI Universal Payments & Validated P2Pe solution for Card Present and Card not Present	$4,709	Included in Technology Fee
Customer Wi-Fi	Wireless Router and related equipment	$500 - $600	$180 - $260
Music	Sound/Speaker System IP Broadband Internet	$250 - $1,600	$230 - $300
Headsets	Headsets (8), Charger	$6,900 - $8,000	$420 - $500
Timers	Controller, Monitor, Loops (optional leaderboard)	$3,100 - $3,600	$175-$215[7]
Interior Digital Menu Boards[8]	Menu Boards (3) Pre-sell (Queue) Boards (2) Merchandising Board (1)	$23,500 - $26,000	N/A
	Software	$25[9]	$1,800[9]
Network Hardware[10]	Switch Firewall	$400 - $2,700 $1,000 - $1,500	N/A[10]

[1] The range of initial and ongoing annual maintenance and support costs listed above is based on prices of specific Wendy's-approved suppliers that have been negotiated by Wendy's. Actual costs may vary for different approved suppliers.
[2] The range of initial costs listed above includes costs of the required hardware and equipment, installation, as applicable, and may also include an initial warranty, training and other miscellaneous items, and such costs are included in the ranges of costs listed in Item 7 for Equipment, Technology, and Signage. The above costs do not include taxes, travel, or other local charges. Actual costs will vary depending on factors specific to your Restaurant. In addition to the range of initial costs listed above, Frosty Carts will be required to have a designated mobile phone line which meets Wendy's specifications. The device will cost $550 - $650, with ongoing service plan costs between $60 - $80 per month.
[3] Ongoing maintenance and support costs include, as applicable, such things as hosting, ongoing maintenance, service, and support, and content management, but may not include the cost of repairs if such cost is not covered by the applicable maintenance and support contract.
[4] This estimated range of costs for the POS System includes maintenance and repair of the POS hardware at your expense. Centralized billing for hosting services for the POS software are paid by Quality and/or its affiliates to NCR directly on an ongoing basis, and are included as part of the centralized billing services provided by WETECH, for which you are charged a Technology Fee in an amount determined based on your Restaurant's Gross Sales (see Item 6 for more information about the Technology Fee). For a Frosty Cart, the estimated range of costs for the POS hardware should range from $9,000 - $15,000, with ongoing software, maintenance, and repair costs similar to a traditional freestanding Restaurant.
[5] There is a 3-year warranty included in the initial cost of the Exterior Order Confirmation Display. The ongoing annual maintenance and support costs for the Exterior Order Confirmation Display are optional costs after the expiration of the 3-year warranty. A Frosty Cart will not require the Exterior Order Confirmation Display.
[6] The ongoing costs for foundational security services and products and for WePayment are included as part of the current Technology Fee payable to WETECH. This estimate includes payments for the following technology support services: (i) Payment System Support Services and Payment Device Support Services; (ii) Help Desk Support; (iii) Deployment Services and Configuration Services for WePayment, and (iv) centralized billing for scanner maintenance that Quality and/or its affiliates pays to Stratix directly on an ongoing basis. For Frosty Carts, the services received from WETECH, including ongoing costs for foundational security services and products and for WePayment, may be limited based on the nature of the location, and the Technology Fee may be adjusted accordingly.
[7] When building a new Restaurant, you will be required to purchase a timer with cloud-enabled technology. This will be the approximate annual amount due per site, to Wendy's approved timer suppliers for ongoing software services. The amount will vary based on the support option you select. A Frosty Cart will not require Customer Wi-Fi, Music, Headsets, or Timers.
[8] Interior digital menu boards are not required for new Wendy's Restaurants or Frosty Carts. If you choose to purchase interior (or exterior) digital menu boards when they are offered, you must strictly comply with Wendy's hardware and software standards and specifications.
[9] Wendy's designated supplier currently offers an option to pay annual license fees upfront. If you choose this option your initial cost will increase, but your ongoing costs will be reduced.
[10] Quality requires that the internet network required in your Restaurant for the technology required in your Restaurant, including a Frosty Cart, be managed by an approved third-party managed network service provider ("MNSP"). Quality's MNSP Buyer's Guide provides detail regarding MNSP's and costs.

Quality does not presently require that you purchase an electronic back office system for your Restaurant (except for Frosty Carts), but a back office system can be a useful tool in managing your Franchised Business. Quality may in the future require the use of an electronic back office system or other technology in your Restaurant. Upon your request, Quality will share with you information about these additional items. For Frosty Carts, the initial setup and license costs of the required electronic back office system will range from $400-$500, with ongoing monthly licensing costs of $1,740 - $2,000 per month.

WENDY'S TECHNOLOGY ADVISORY COUNCIL

In 2017, we formed the Wendy's Technology Advisory Council ("WTAC"), composed of franchisee representatives, to provide a forum for candid input and feedback from members on various technology-related issues. WTAC serves in an advisory capacity and acts as a liaison on technology-related strategy and topics between Quality and the franchise community in the U.S. and Canada. WTAC's composition is subject to our periodic review and adjustment.

OPERATIONS STANDARDS MANUAL

The Operations Standards Manual ("Manual") contains the standard operating procedures required of all Restaurants operating in the Wendy's system.

The U.S. Manual is made available in paper-based, web-based, and mobile versions, each of which is available in English and Spanish.

The Table of Contents of the paper-based Manual is attached to this disclosure document as *Exhibit Q*. As of the date of this disclosure document, there are approximately 643 pages in the paper-based English Manual. The approximate number of pages devoted to each subject is set forth in the Table of Contents. The paper-based Manual and individual sections of the Manual are available for order and delivery for a fee via WeConnect.

The web-based Manual is accessible via WeConnect through the Wendy's online "Operations Library". The Wendy's online "Operations Library" contains comprehensive up-do-date content of both the required standard operating procedures of the Manual, and certain other non-required, but highly recommended, procedures and guidelines available in other Wendy's Operations and Training material.

The content of the web-based Manual is located under the "Operations Standards" category of the Wendy's online "Operations Library". The content of other non-required, but highly recommended, procedures and guidelines is located in the Wendy's online "Operations Library" under such categories as "Wendy's Security Reference Guide" and "Wendy's Safety Reference Guide," or accessible via WeConnect (subjects such as Resources, Wendy's University, Customer Experience Cycle, and Daily Operating Plans).

Contents of the web-based Manual are the same as the paper-based Manual. The paper-based Manual is updated as needed, typically on an annual basis. The web-based Manual contains timely up-to-date content that is updated as needed and on a quarterly basis. Updates and revisions to the web-based Manual are located under "Resources/Quarterly Release Notes" of the Wendy's online "Operations Library."

TRAINING PROGRAMS

Before the opening of the Restaurant, you (or, if you are a corporation, partnership, or other business entity, the Operator for the Restaurant as previously approved by Quality) and your initial management employees and Restaurant crew must attend and complete, to Quality's satisfaction, an initial training program. At Quality's option, any management persons later employed by you must also attend and complete Quality's training program, to Quality's satisfaction. You and your management employees involved in the operation of the Restaurant must also attend additional courses, seminars, and other training programs as Quality may reasonably require.

All training programs will be at times and places as may be designated by Quality. Quality will be responsible for the cost of materials and instructors (which Quality may designate) for the initial training program for you or your Operator only, if the Restaurant is your first Restaurant operating in the system. You are responsible for costs for other required and optional training courses including the license costs related to on-line training courses, including WeLearn programs, and other materials, seminars and programs for you, your Operator, management employees and crew. Franchisees pay an annual licensing fee (currently $166 plus local taxes per year per Restaurant, and which typically increases annually) to access WeLearn online training programs. In 2022, Frosty Carts will not require a WeLearn license. You or your employees will always be responsible for any and all other expenses incurred by you or them for

all training courses, seminars, and programs, including the costs of transportation, lodging, meals, wages, and workers' compensation insurance.

Quality's training and development programs are conducted on an as-needed basis and are provided by WIL, our independent contractor manager, under the auspices of the Training Department, currently directed by Coley O'Brien, our Chief People Officer, as well as the Chief People Officer of WIL, Wendy's Restaurant Support Center. Mr. O'Brien became the Chief People Officer of WIL in March 2018, and he served as the Chief People Officer Designate from January 2018 through February 2018. From 2007 through 2017, Mr. O'Brien held multiple training-related roles with Quality and its affiliates, through which he had accountability for field training programs and systems across the entire Wendy's system. The classroom-based and virtual instructor led training classes are taught by WIL certified instructors, who are supervised by the Directors of Field Training. Quality's primary method of training is through WeLearn, which is required to be implemented and accessible in all Wendy's Restaurants. To access WeLearn, franchisees are required to have the Training PC with non-dial broadband access to the Internet and WeConnect in each of their Wendy's Restaurants (see Computer Systems above in this Item 11).

The length and content of the initial training program varies depending on the position to be assumed and the experience level of the trainee. A typical initial training program for a franchisee who is building its first System Restaurant, or their Operator will be approximately 20 - 24 weeks in duration and will include online, classroom, and on-the-job training. For franchisees who purchase existing Restaurants, and for each of their Operators, this training program may be adjusted (reduced) to account for prior relevant experience at Quality's discretion. Quality's training is conducted at various certified training Restaurants throughout the United States. Quality will endeavor to arrange for your training close to the market where your Wendy's Restaurants will be located. Quality's in-restaurant training at a certified training restaurant is conducted by a training restaurant manager or approved training specialist designated by Quality. Quality and its affiliates' Franchise Operations Coaches and Field Training Managers monitor the progress of training on an ongoing basis. The in-restaurant training conducted at Wendy's certified training restaurants is overseen by Jaime Weeks, our Vice President – Training, who is located in Dublin. Ms. Weeks has nearly 14 years of training experience in the restaurant industry, including approximately 2 years with us or our affiliates. Our Vice President – Training is supervised by WIL's Chief People Officer, who is located in Dublin. The Chief People Officer's employment history is described above. A US operations staff experienced in the food service industry and in the requirements of Wendy's also assists in the training. The US staff may also assist in management and initial crew training, as well as the early phases of the Restaurant opening.

The instructional materials used during training include web-based training, virtual instructor led training, manuals, workbooks, training guides, observations checklists, reference materials, lectures, and skill practices. All required training must be completed before the opening of the Restaurant. Initial training is mandatory for new franchisees and Operators, unless those persons have previously successfully completed the initial training program and Quality decides that no additional training is necessary. During the last 12 months, approximately 90% of new Wendy's franchisees were already experienced in the Wendy's operating system and were not required to enroll in the initial training program.

The general subjects covered in Quality's initial training program which is structured for you or your Operator include daily restaurant operations, personnel performance management, administrative tasks and general business skills, problem-solving methods, and food safety, and are described below. This table assumes a training program of approximately 12 - 16 weeks (approximately 540 - 660 total hours) for a franchisee or Operator. Your initial training program may vary depending on your level of experience and other relevant factors.

Subject	Approximate Hours of Online/Classroom Training[1]	Approximate Hours of On-the-Job Training [2]	Location[3]
Positional Training	10	120	Closest Training Location
Open / Close Manager Core	3	160	Closest Training Location
Kitchen Manager Core	2	40	Closest Training Location
Customer Service Manager Core	2	40	Closest Training Location
GM Role	0	40	Closest Training Location
DM Role	3	120	Closest Training Location

[1] The hours listed are an approximation over a 12-16 week period and will vary depending on your experience and other relevant factors. All training is to be completed before the opening of the Restaurant.
[2] It is the nature of the business and the training that all aspects of training are integrated, that is, there are no definitive starting and stopping times for each subject.
[3] Locations for On-the-Job Training are based on availability and determined when each training plan is written.

New Franchisee Onboarding

Quality also offers a new global Franchisee Onboarding program which you (or, if you are a corporation, partnership, or other business entity, the Operator for the Restaurant as previously approved by Quality) must attend and complete. As part of this program, you will gain an understanding of the processes and support provided by Quality's key business functions, which may include accounting, design/construction, franchise management, information technology, marketing, quality assurance, real estate, supply chain, and others. You will spend approximately 30-60 minutes with representatives of each designated function for your initial onboard meeting.

Other

Quality also offers and may require additional training programs. These programs vary in length and content and are typically conducted on an as-needed basis although some training programs, like food safety, are mandatory. Quality currently charges only for expenses incurred for additional training, like material costs, equipment rental and meeting room costs. However, Quality reserves the right to charge an additional fee for this training. You are always responsible for your (and your employees') expenses for training, like transportation, lodging, meals, wages, and workers' compensation.

SITE SELECTION

Quality has the right to review and accept any site on which you propose to construct a Restaurant. You must submit a formal site package for a particular site along with all material and information requested by Quality so that Quality can evaluate your requested location. One of Quality's representatives will usually visit your proposed site. In reviewing your requested location, Quality considers many demographic factors, like the location and neighborhood, nearby businesses (including other Wendy's Restaurants), traffic patterns, business generators, type of building to be constructed, population patterns and characteristics, and other factors. Generally, before Quality will accept the site, you must be an approved or preliminarily approved franchisee. Additionally, you must demonstrate to Quality's satisfaction that you have the right and ability to acquire or possess the location.

Although there is no time limit for Quality to approve or disapprove of the proposed site, Quality attempts to act on your site request as soon as possible after receiving all requested information. If you and Quality cannot agree on a site, then no franchise will be granted to you. In that case, any fees (like the

Application Fee of $5,000) paid by you up to that point would not be refunded, but you would be free to submit a formal site package for an alternative site for Quality to review.

TIME PERIOD BETWEEN SIGNING OF AGREEMENT OR FIRST PAYMENT AND OPENING OF BUSINESS

Typically, the time period between the signing of the Franchise Agreement and your first payment for the franchise and the opening of your Restaurant (including Frosty Carts) ranges from approximately 60 to 180 days. The factors which may affect this time period include the ability to finalize a lease, financing, or building permits; zoning and local ordinances; weather conditions; shortages; delayed installation of fixtures, equipment or signs; and whether the Restaurant is to be a newly constructed, free-standing Restaurant. If you sign a Development Agreement with us, you will begin looking for sites as soon as you sign it. The time period for signing a franchise agreement and opening each Wendy's Restaurant under a Development Agreement will be governed by the Development Schedule.

ITEM 12
TERRITORY

You will operate your Wendy's Restaurant at a specific location approved by Quality and identified in the Franchise Agreement. You may not conduct your Wendy's Restaurant business at any other site without Quality's prior written consent. If you wish to relocate your Wendy's Restaurant, Quality will consider your request based on its then-existing policies associated with relocation, as well as the fulfillment of various conditions. These conditions may include the profitability of your Wendy's Restaurants and other financial and operational considerations, as well as other factors. If Quality approves your request to relocate your Wendy's Restaurant, Quality may charge you for the expenses Quality has incurred with this relocation. Quality has no obligation to permit relocation.

You will not receive an exclusive territory. You may face competition from other Wendy's franchisees, from company-owned Wendy's Restaurants, or from other channels of distribution or competitive brands owned by Quality's affiliates (see Item 1).

You have no exclusive rights or territory associated with the operation of your Wendy's Restaurant. In addition, you do not have the right to acquire additional Wendy's Restaurants even if you meet Quality's financial and operational requirements pertaining to expandability. Quality has the sole right to grant, or refuse to grant, franchise rights to Wendy's Restaurants. Quality may establish other franchised or company-owned Wendy's Restaurants and other outlets that compete with your location, (including both free-standing locations and Frosty Carts or other non-traditional locations which may be situated in locations like delivery kitchens, shopping malls, airports, hospitals, train, subway and other rail and bus stations, government/military offices and office complexes, stadiums, amusement parks, zoos, convention centers, car and/or truck stops or travel centers, gasoline or convenience stores and educational institutions or facilities). In addition, Quality or its affiliates sell various menu items and other products identified by the Wendy's name, and other proprietary marks, through other channels of distribution, including without limitation grocery and specialty stores, convenience stores and similar types of businesses. You may be required to participate in Wendy's delivery programs, which currently only involve online delivery platforms. No territories are provided in connection with our current delivery programs. You are not guaranteed a particular or exclusive delivery territory, and, should we designate a territory, it will only be on a non-exclusive basis.

There may be situations where Quality acquires an existing fast food restaurant and operates that restaurant on a temporary basis until its conversion to a Wendy's Restaurant is completed. Other than these limited situations, neither Quality nor any of its affiliates, currently operate, franchise, or has present plans

to operate or franchise any other business under a different trademark that sells goods or services similar to those to be offered by Wendy's Restaurants.

In the past, some of Wendy's franchisees acquired the right to develop and operate Wendy's Restaurants under different forms of franchise and development agreements. As a result, the terms of the individual franchise agreements signed by other franchisees for each Wendy's Restaurant and the terms of any territorial agreements given to those franchisees may differ significantly from the Franchise Agreement. Additionally, in some unique instances, Quality may modify certain provisions of the Franchise Agreement which pertain to specific non-traditional locations like those described in this Item 12.

Development Agreement

You may (if you qualify) develop and operate a number of Wendy's Restaurants within a specified territory referred to as the Development Area. Quality and you will identify the Development Area in the Development Agreement before signing it. The Development Area typically is a Designated Market Area(s) or a part of a Designated Market Area which may include several counties or cities where you currently operate a Restaurant. Quality bases the Development Area's size primarily on the number of Wendy's Restaurants you agree to develop, where you are currently operating restaurants, demographics, and site availability. Quality and you will negotiate the number of Wendy's Restaurants you must develop to satisfy your development commitment and the dates by which you must develop them. If you previously entered into multiple development agreements with us, and you wish to modify and restate your development agreement under our current form of agreement, we may agree to consolidate your Development Areas into one Territory comprising all of the Designated Market Areas where you currently operate a Restaurant. Quality and you then will complete the Development Schedule in the Development Agreement before you sign the Development Agreement. Quality may terminate the Development Agreement if you do not satisfy your development commitments when required or if you commit other defaults which are described in the Development Agreement. There are no other circumstances under which we may alter your Development Area.

You will not receive an exclusive Development Area. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We and our affiliates retain all rights with respect to Wendy's Restaurants, the Wendy's Marks (defined below), the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire. Quality may in its sole discretion itself develop and operate, and grant rights to others to develop and operate: (1) Wendy's Restaurants anywhere within the Development Area; (2) anywhere within the Development Area, outlets and various food service facilities not under the Wendy's brand, marks and system; and (3) anywhere outside the Development Area, restaurants and other food service facilities of any kind. Quality also reserves the right to engage in all other activities that the Development Agreement does not expressly prohibit.

ITEM 13
TRADEMARKS

Quality grants to you the right under the Franchise Agreement to use certain trademarks, service marks, names, logos and symbols in the operation of your Wendy's Restaurant. The Development Agreement does not grant you any right to use the Wendy's Marks (defined below) in any manner. The following principal trademarks and service marks are registered with the United States Patent and Trademark Office. Quality owns trademarks and service marks, in addition to those shown below, which are also registered with the United States Patent and Trademark Office. The following registrations owned by Quality are on the Principal Register, and all required affidavits have been filed:

1. Wendy's
   Reg. 935,110 - Issued May 30, 1972, Renewed until May 30, 2032

2. Girl Design in Oval
   Reg. 936,803 - Issued June 27, 1972, Renewed until June 27, 2032

3. Quality Is Our Recipe
   Reg. 981,735 - Issued April 2, 1974, Renewed until April 2, 2024

4. Old Fashioned Hamburgers
   Reg. 1,007,170 - Issued March 18, 1975, Renewed until March 18, 2025

5. Wendy's Old Fashioned Hamburgers Quality Is Our Recipe Logo
   Reg. 1,023,958 - Issued October 28, 1975, Renewed until October 28, 2025

6. Wendy's Wave Logo
   Reg. 1,269,510 - Issued March 6, 1984, Renewed until March 6, 2024

7. Wendy's Old Fashioned Hamburgers Logo
   Reg. 1,270,418 - Issued March 13, 1984, Renewed until March 13, 2024

8. Wendy's
   Reg. 1,297,495 - Issued September 25, 1984, Renewed until September 25, 2024

9. Wendy's Quality Is Our Recipe Logo
   Reg. 1,310,481 - Issued December 18, 1984, Renewed until December 18, 2024

10. Wendy Cameo Logo
    Reg. 4,448,948 - Issued December 10, 2013, Renewed until December 10, 2023

11. Wendy Cameo Logo (Color)
    Reg. 4,452,464 - Issued December 17, 2013, Renewed until December 17, 2023

12. Wendy's Wave Logo
    Reg. 4,460,084 - Issued December 31, 2013, Renewed until December 31, 2023

13. Wendy's Horizontal Lock-Up Logo
    Reg. 4,460,096 - Issued December 31, 2013, Renewed until December 31, 2023

14. Wendy's Primary Lock-Up Logo
    Reg. 4,460,097 - Issued December 31, 2013, Renewed until December 31, 2023

You must follow our rules when you use the Wendy's trademarks and service marks ("Wendy's Marks"). You cannot use Wendy's Marks as part of a corporate name or with modifying words, designs or symbols, except for those which Quality licenses to you. You may not use Wendy's Marks in the sale of any unauthorized products or services, or in any manner not authorized in writing by Quality.

All required affidavits and renewals associated with the trademark registrations listed above have been filed.

Except as described below, there are no currently effective determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or pending material litigation involving the principal trademarks. There are no agreements currently in effect

which significantly limit Quality's right to use or to license the use of the Wendy's Marks in any manner material to the franchise.

Trademark Office Opposition/Cancellation Proceedings Involving Trademarks:

- In 2019, Bumper's Drive-In of America, Inc. ("Opposer") filed an opposition proceeding in opposition to Application Serial No. 88322425 for BIGGIE BAG Design Mark and Application Serial No. 88322263 for BIGGIE Standard Character Mark, both in Class 029 in connection with "Combination meal consisting primarily of meat-based entrees and side items, namely, French fries, fruits or vegetables, salads, chili, beverages or desserts for consumption on or off the premises." The proceeding remains pending.

You must promptly notify Quality of any unauthorized use of the Wendy's Marks or marks confusingly similar to the Wendy's Marks, or of any challenges to the Wendy's Marks. Quality has the sole right to direct and control any administrative proceeding or litigation involving the ownership or validity of the Wendy's Marks, including any settlements. Quality has the right, but not the obligation, to take those actions as Quality deems appropriate in any infringement, challenge, claim or other action under any of the Wendy's Marks.

As long as you have made use of the Wendy's Marks as required under the Franchise Agreement, Quality, at its expense, will defend you against any claims, suits or demands of third parties related to your use of the Wendy's Marks. If Quality undertakes the defense or prosecution of any litigation under the Wendy's Marks, you must execute any documents and take any actions that, in the opinion of Quality's attorneys, may be necessary to conduct this defense or prosecution, including, among others, becoming a nominal party to any legal action that Quality may undertake. Unless this litigation is the result of your use of the Wendy's Marks in a manner which is inconsistent with the Franchise Agreement, Quality will reimburse you for your out-of-pocket costs incurred in taking these actions as Quality may require.

You must modify or discontinue the use of a trademark if Quality modifies or discontinues it. This modification or discontinuance will not provide you with any termination or other rights.

Quality does not know of any superior prior rights or infringing uses that could materially affect your use of the Wendy's Marks.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

PATENTS AND COPYRIGHTS

There are no patents or pending patent applications that are material to the franchise.

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding our copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the best interests of the System, as we solely determine. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

CONFIDENTIAL OPERATIONS STANDARDS MANUAL

You must operate the Franchised Business in accordance with the standards, methods, policies, and procedures specified in the Manual. You will be given access to the Manual for the term of the Franchise Agreement upon completion by you and your management staff of Quality's initial training program to Quality's satisfaction.

If you are a corporation, partnership, or other business entity, all of your shareholders, partners, any guarantors and any other owners of a direct or indirect interest in you ("Owners") will be subject to confidentiality provisions. You and your Owners must treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained in them, as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. Neither you nor your Owners may copy or reproduce these materials, or make them available to any unauthorized person. The Manual is Quality's property and must be kept in a secure place in your Wendy's Restaurant.

Quality may revise the contents of the Manual, and you must comply with each new or changed standard. You must ensure that the Manual is kept current. If there is any dispute as to the contents of the Manual, the terms of the master copy maintained at Quality's corporate office (which may be maintained in electronic format) will be controlling.

CONFIDENTIAL INFORMATION

Neither you nor your Owners may, during the term of the Franchise Agreement or after the term of the Franchise Agreement, communicate, divulge, or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the Franchised Business which may be communicated to you or your Owners or of which you or your Owners may be apprised by virtue of your operation under the terms of the Franchise Agreement. You and your Owners may divulge this confidential information only to those of your employees as must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, techniques, and other data which Quality designates as confidential will be deemed confidential for purposes of the Franchise Agreement.

At Quality's request, you and your Owners must have your management staff, any guarantors and any personnel having access to any of Quality's confidential information execute covenants that they will maintain the confidentiality of information they receive under their employment by you at the Franchised Business. The covenants must be in a form satisfactory to Quality and must include specific identification of Quality as a third-party beneficiary of the covenants with the independent right to enforce them.

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

Quality strongly recommends that you participate personally in the actual operation of your Wendy's Restaurant. If you (or your managing and controlling partner, shareholder or member, if you are a partnership, corporation, limited liability company or other business entity) elect not to participate in your Wendy's Restaurant's day-to-day operations, you must designate an individual "Operator" to supervise the Wendy's Restaurant's operation at all times. The Operator must be approved by Quality, have the ability to operate and supervise your Wendy's Restaurant, satisfy Quality's educational, managerial and business standards, and maintain an ownership interest as Quality may specify. If you do not designate an individual

Operator approved by Quality, then you (or your managing shareholder or partner) must be approved by Quality as the Operator.

You must ensure that your Owners, any Guarantor(s), your Operator, as well as the manager, co-manager, supervisor and any other personnel who have access to any confidential information related to the Wendy's system or your Wendy's Restaurant, comply with the confidentiality requirements under the Franchise Agreement. You must have your Operator, Owners, any Guarantors, the Restaurant manager, co-managers, supervisors and any other personnel having access to any confidential information from Quality, sign an agreement in a form approved by Quality, agreeing to maintain the confidentiality of information they receive under their employment or relationship with you as described in Item 14.

Before opening your Wendy's Restaurant, your Operator, or you, if you have not designated an Operator, must successfully complete the training programs offered by Quality. You also must complete any refresher courses or additional training Quality may require after your Wendy's Restaurant is opened (see Item 11).

Quality may require certain parties (including your shareholders, partners or members if you are a corporation, partnership or limited liability company) to guarantee and be individually liable for all of the obligations of the Franchise Agreement and independent covenants, by signing the Wendy's Guaranty (the "Guarantors"). A copy of the Wendy's Guaranty is an exhibit to the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Wendy's Restaurant premises solely for the operation of the Franchised Business, to keep the business open and in normal operation for those hours and days as Quality may specify, and to refrain from using or permitting the use of the premises for any other purpose or activity without first obtaining Quality's written consent. You also must operate the Wendy's Restaurant in strict conformity with those methods, standards, and specifications as specified in the Manual or otherwise in writing.

You must offer for sale only those menu items, products, services, and related items, including promotional and premium items, as have been expressly approved for sale by Quality; you must sell or offer for sale all required menu items and products; you must refrain from any deviation from Quality's standards and specifications without Quality's prior written consent; and you must discontinue selling and offering for sale any menu items, products, or services which Quality may disapprove in writing.

You also must comply with Quality's requirements and specifications concerning the quality, service, and cleanliness of the Wendy's Restaurant, the products and services sold, offered for sale, or provided at the Wendy's Restaurant, and the operation of the Wendy's Restaurant. You also must implement and adhere to all changes, additions, and refinements required by Quality, including the providing of new or modified products or services at or from the Wendy's Restaurant.

For a description of restrictions on some purchases, see Item 8 of this disclosure document.

Except as described above, you are not restricted in the goods and services that you may sell. Also, there are no restrictions on the customers to whom you may sell goods or services.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Franchise Agreement/Lease Agreement

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1 Lease Section 3	Shall begin on the Effective date and expire 20 Years from the Opening Date (5 Years for Frosty Carts)
b. Renewal or extension of the term	Section 2.2 Lease Section 4	10 Years, if you are in good standing and comply with renewal conditions (5 Years for Frosty Carts).
c. Requirements for you to renew or extend	Section 2.2	Written notice, remodel and upgrade the Restaurant to conform to Quality's then-current standards, may be required, current with all obligations throughout Term in a timely manner/full compliance with Franchise Agreement, show evidence of right to occupy the Approved Location, sign then-current form renewal agreement/pay renewal fee, sign general release, and comply with training requirements/any other conditions Quality requires of renewing franchisees. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new Franchise Agreement that contains terms and conditions materially different from those in your previous Franchise Agreement, such as different fee requirements.
d. Termination by you	Not Applicable	Not Applicable
e. Termination by Quality without cause	Not Applicable	Not Applicable
f. Termination by Quality with cause	Section 16	Quality can terminate if you default.
g. "Cause" defined - defaults which can be cured	Section 16.3	Curable defaults include non-payment of fees; failure to meet Quality's standards or procedures; misuse of Proprietary Marks, failure to construct Restaurant within time limits; failure to meet training requirements; **or** any other requirements of the agreement not listed in sections 16.1 and 16.2; typically you have 30 days to cure a default.
h. "Cause" defined - defaults which cannot be cured	Section 16.1 and 16.2	Non-curable defaults include: **Immediate termination/no notice:** assignment for the benefit of creditors; bankruptcy; dissolution; levy/execution on assets. **Immediate termination upon notice:** threat or danger to public health or safety. **Termination five days after notice from Quality:** cease operation or abandonment of Restaurant; convicted of a felony; unauthorized transfer; any involvement with a competitive business; unauthorized use of confidential information; falsifying records; repeated curable defaults.
i. Your obligations on termination/nonrenewal	Section 17	You must cease operation of Restaurant and use of all Proprietary Marks; you must pay all amounts due. You must de-identify Restaurant; Quality has an option to acquire the assets.

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by Quality	Section 15.1	No restrictions on Quality's right to assign.
k. "Transfer" by you - definition	Section 15.2	Includes transfer of Franchise Agreement, material assets or ownership in business entity.
l. Quality's approval of transfer by franchisee	Section 15.4	Quality has right to approve all transfers but will not unreasonably withhold its consent. Quality will approve transfers of less than 20% interest in a franchisee business entity so long as the new owners are successful in passing our background check and execute a confidentiality and non-compete agreement.
m. Conditions for Quality's approval of transfer	Section 15.4	Franchisee/transferee must meet Quality's established qualifications as listed; all monies owed to Quality and affiliates must be paid; remodel and upgrade Restaurant to conform to then-current Wendy's standards; completion of required training; compliance with the Wendy's Transaction Policy; payment of Transfer Fee to Quality; sign the then-current form Franchise Agreement and fulfill ownership requirements; and Franchisee/transferee, any guarantors and transferor must sign a general release.
n. Quality's right of first refusal to acquire your business	Section 15.5 Exhibit B to the Lease	Quality has the right to match any bona fide offer for the franchisee's interest in the Franchise Agreement, assets or ownership interest.
o. Quality's option to purchase your business	Section 17.4	At termination or expiration, Quality has an option to purchase your business at fair market value.
p. Your death or disability	Section 15.10	Personal representative must dispose of the interest in accordance with Section 15 of the Franchise Agreement and during transition must comply with all other terms of the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 18.2 (See the following chart for Relationship Agreement and Development Agreement provisions)	No diversion of any customer to, or interest or involvement in any Competing Business, no interest or involvement with any QSR within the Designated Market Area of the Restaurant; no involvement with a Competing Business within a 3-mile radius of any Wendy's restaurant operating in the United States.
r. Non-competition covenants after the franchise is terminated or expires	Section 18.3	No involvement in any Competing Business for 2 years within the Designated Market Area where the Restaurant is located or within three miles of any Wendy's Branded Restaurant in the System.
s. Modification of the agreement	Section 25	No modifications unless mutually agreed to by the parties.

Provision	Section in Franchise Agreement	Summary
t. Integration/merger clause	Section 25	Only written terms of Franchise Agreement are binding. Any other promises may not be enforceable, except that the Franchise Agreement does not disclaim any representations made in this disclosure document. The following provision applies only to franchisees and franchises that are subject to state registration/disclosure laws in: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington and Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee 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 any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
u. Dispute resolution by arbitration or mediation	Section 22	Non-binding mediation conducted by a mediator designated by Quality typically required.
v. Choice of forum	Section 28	Litigation to be brought in Ohio (subject to state law).
w. Choice of law	Section 28	Ohio law applies (subject to state law).

Development Agreement/Relationship Agreement

Unless indicated as a section in the Relationship Agreement, all sections referenced below are to the Development Agreement (with Groundbreaker (GB), Pacesetter (PS), and/or Hybrid (H) Development Agreement references in parentheses if different).

Provision	Section in Development/ Relationship Agreement	Summary
a. Length of the franchise term	Section 2	The earlier of a date you and Quality agree to or upon the execution by Quality of the franchise agreement for the last Restaurants specified in the Development Schedule
b. Renewal or extension of the term	Not Applicable	Not Applicable
c. Requirements for you to renew or extend	Not Applicable	Not Applicable
d. Termination by you	Not Applicable	Not Applicable
e. Termination by Quality without cause	Not Applicable	Not Applicable
f. Termination by Quality with cause	Section 11 (GB – 13 / PS – 12 / H - 14)	Quality can terminate if you default.

Provision	Section in Development/ Relationship Agreement	Summary
g. "Cause" defined - defaults which can be cured	Section 11.B (GB 13.B/ PS – 12.B / H – 14.B)	Curable defaults include: (i) failure to comply with the Development Schedule; (ii) the attempted assignment without the prior written approval of Quality; (iii) if Developer is a corporation, limited liability company or partnership, the transfer of any of the capital stock, membership interest, or partnership interest of such entity without the prior written consent of Quality; (iv) the discovery by Quality of any material misrepresentation in any of the information or documents submitted to Quality by or on behalf of Developer; (v) any violation by Developer of any of the provisions of the Development Agreement; or (vi) any violation of any franchise agreement or other agreement between Quality and Developer.
h. "Cause" defined - defaults which cannot be cured	Section 11.A and 11.C (GB - 13.A and 13.C/ PS – 12.A and 13.C / H – 14.A and 14.C)	Non-curable defaults include: **Immediate termination/no notice:** The commencement of any proceedings by or against Developer under the Bankruptcy Act, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors. **Immediate termination upon notice:** Termination of any franchise agreement between Quality and Developer
i. Your obligations on termination/nonrenewal	Section 12 (GB - 14/ PS – 13 / H - 15)	You must cease operation of as a Developer in the Development Area.
j. Assignment of contract by Quality	Section 14 (GB - 16/ PS – 15 / H - 17)	No restrictions on Quality's right to assign.
k. "Transfer" by you - definition	Section 14 (GB - 16/ PS – 15 / H - 17)	Includes direct or indirect sale, transfer or assignment of any of the franchise agreements pertaining to the Restaurants developed pursuant to the Development Agreement.
l. Quality's approval of transfer by franchisee	Section 14 (GB - 16/ PS – 15 / H - 17) of Development Agreement and Section 2.06 of Relationship Agreement	Quality will not under any circumstances allow the development rights to be transferred. No public offering of securities permitted under Relationship Agreement
m. Conditions for Quality's approval of transfer	Not Applicable	Not Applicable
n. Quality's right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Quality's option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	Section 2.05 of Relationship Agreement	No diversion of any customer to any competitor, no interest in, any competing business, no sale or granting of possession of any Wendy's Restaurant to any person that intends to use such location to conduct a competing business.

Provision	Section in Development/ Relationship Agreement	Summary
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	Section 19 (GB – 21/ PS – 20 / H - 22)	No modifications unless mutually agreed to by the parties.
t. Integration/merger clause	Section 19 (GB – 21/ PS – 20 / H - 22) of Development Agreement and Section 4.11 of Relationship Agreement	Only written terms of Development Agreement and Relationship Agreement are binding. Any other promises may not be enforceable, except that the Development Agreement and Relationship Agreement do not disclaim any representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 4.04(b) of Relationship Agreement	Not Applicable
v. Choice of forum	Section 17 (GB – 19/ PS – 18/ H - 20) of Development Agreement and Section 4.04(c) of Relationship Agreement	Litigation to be brought in Ohio (subject to state law).
w. Choice of law	Section 17 (GB – 19/ PS – 18/ H - 20) of Development Agreement and Section 4.03 of Relationship Agreement	Ohio law applies (subject to state law).

ITEM 18
PUBLIC FIGURES

Quality does not use any public figure to promote the sale of its franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

The following tables and notes provide financial performance representations that are historical, and that are based on information from existing Company Restaurants owned by one or more affiliates of

Quality ("Company Restaurants") and Franchise Restaurants operated independently by franchisees ("Franchise Restaurants" and together, "Wendy's Restaurants").

Before beginning to review the information contained within this Item 19, please note the following:

1. There are five tables that follow. Please read them together with all notes and explanatory information contained in the conclusion below.

2. Quality will make available to you, on reasonable request, written substantiation of the data used in preparing the statements listed in this Item 19.

3. Other than the following financial performance representation, 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 Kris Kaffenbarger, Vice President, Global System Optimization, Franchise & Portfolio Management, the Federal Trade Commission, and the appropriate state regulatory agencies.

4. Some outlets have earned the amounts reflected in this item. Your individual results may vary. There are no assurances that you'll earn as much.

5. As of the end of fiscal year 2022 (January 2, 2022 through January 1, 2023) ("Fiscal Year 2022"), excluding Wendy's Restaurants located in U.S. Territories, there were 403 domestic Wendy's Company Restaurants; and 5,591 domestic Wendy's Franchised Restaurants.

6. As used in this Item, "Gross Sales" is defined as all income less: taxes, refunds, and amounts from coupon or discount programs. Sales levels vary considerably due to a variety of factors, such as: local popularity, hours of operation, size, competition from other restaurants, especially fast food businesses in proximity, weather conditions, traffic flow, accessibility and visibility of the restaurant, the economic conditions in the locality, and the business abilities and efforts of franchisees.

7. As used in Tables 1 - 3, the Restaurant sales volumes for Franchised Restaurants are based on a combination of weekly sales data submitted by Wendy's franchisees, as well as automated data generated by the restaurant point of sale system. We have not independently verified that these reports were true and correct.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

Average Gross Sales

TABLE 1: **U.S. AVERAGE GROSS SALES** FOR THE PERIOD January 2, 2022 TO JANUARY 1, 2023 (FISCAL YEAR 2022)		
	Company Restaurants	Franchise Restaurants
Number of Restaurants	**386**	**5,313**
Average Annual Gross Sales *Median* *(Min - Max)*	**$2,215,736** *$2,145,124* *($1,018,822[1] to $4,917,265[2])*	**$1,964,951** *$1,858,118* *($281,703[3] to $6,494,305[4])*
Number of Restaurants at or Above Average *(% of Restaurants)*	**171** *(44.3%)*	**2,284** *(43.0%)*

NOTES TO TABLE 1

1. For purposes of this Item 19, Quality only includes Wendy's Restaurants which had at least 52 weeks of consecutive sales within the past 12 months, none of which were delivery kitchens or Frosty Carts. In Table 1, 17 Company Restaurants and 278 Franchise Restaurants are excluded as they had less than 52 consecutive weeks of sales. Of these Restaurants, during Fiscal Year 2022, there were 7 Restaurants owned by one or more affiliates of Quality that closed permanently and 76 Restaurants owned by Wendy's Franchisees that closed permanently. 28 Restaurants closed after being open less than 12 months, all which were non-traditional restaurants (delivery kitchens and Frosty Cart).

2. Sales during the breakfast daypart (4am-10:30am) averaged approximately 7.0% of Gross Sales in System Restaurants (Company and Franchised Restaurants combined) operating during the breakfast daypart (Median 6.8%) of which 2,523 or 45.9% of the System Restaurants met or exceeded this average. 495 System Restaurants from Table 1 were excluded as they reported less than 52 weeks of breakfast daypart sales, either because they were approved not to operate during the breakfast daypart, or sales were not reported by daypart.

[1] Location in Kissimmee, Florida
[2] Location in Chicago, Illinois
[3] Location in Youngstown, Ohio
[4] Location in Orlando, Florida

TABLE 2: **U.S. AVERAGE GROSS SALES - Non-Traditional Franchise Restaurants Only**[1] FOR THE PERIOD January 2, 2022 TO JANUARY 1, 2023 (FISCAL YEAR 2022)				
	Transportation	Fuel	Food Court	Military
Number of Restaurants	**18**	**230**	**18**	**9**
Average Annual Gross Sales	**$3,336,528**	**$1,963,184**	**$1,154,812**	**$1,742,473**
Median	*$3,495,876*	*$1,839,957*	*$1,035,374*	*$2,008,542*
(Min - Max)	*($1,574,117 to $6,494,305)*	*($566,532 to $4,371,258)*	*($281,703 to $2,074,537)*	*($325,458 to $3,477,548)*
Number of Restaurants at or Above Average	**10**	**101**	**7**	**5**
(% of Restaurants)	*55.6%*	*43.9%*	*38.9%*	*55.6%*

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[1] Non-Traditional Company sites are not included as the sample size is insufficient. Transportation includes airports, train stations, bus stations, and ferry stations. In Fiscal Year 2022, most Transportation sites were airports. Fuel includes gas/c-store combinations, highway service plazas, and travel centers/truck stops. Food Courts span hospitals, malls, and universities/colleges. Military is inclusive of sites at military bases.

New Builds

Table 3 reflects Traditional Company and Franchise Restaurants opened in fiscal year 2021 or 2022[2].

TABLE 3: **NEW BUILDS WEEKLY GROSS SALES - TOTAL NEW RESTAURANTS COMPLETED IN FISCAL 2021-22**		
	Company Restaurants	Franchise Restaurants
Number of Restaurants	**6[3]**	**135[4]**
Number of Markets that Opened New Restaurants	**2**	**72**
Average Weekly Gross Sales *Median* *(Min to Max)*	**$43,096** *$43,551* *($35,560 to $49,756)*	**$37,675** *$37,086* *($12,583 to $74,443)*
Average Weeks Open *Median* *(Min to Max)*	**53** *46* *(29 to 101)*	**63** *63* *(26 to 103)*
Number of Restaurants at or Above Average *(% of Restaurants)*	**3** *(50.0%)*	**65** *(48.1%)*

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

[2] These tables do not include any Scrape & Rebuild or other reimaged restaurants.
[3] Includes 6 New Company Restaurants with at least 26 full weeks of sales post-opening as of fiscal year end 2022. 2 Restaurants with less than 26 weeks of sales were excluded.
[4] Includes 135 New Franchised Restaurants with at least 26 full weeks of sales post-opening as of fiscal year end 2022. 95 Restaurants were excluded as they did not have at least 26 weeks of sales post-opening as of fiscal year end 2022.

Historic Sales, Costs of Sales, Selected Expenses, and Profits for Traditional Company Restaurants

The table below provides the following categories of historical financial information for the fiscal year 2022 for the 381 Traditional Company Restaurants that were open and in continuous operation for at least 52 weeks as of January 1, 2023 ("Traditional Company Owned") (*See* Note 1, below): (a) Gross Sales; (b) Cost of Sales; (c) Gross Profit; (d) Other Operating Expenses; (e) EBITDA before Rent; (f) Rent; (g) EBITDA after Rent. Table 4A below provides these categories of historical financial information for the fiscal year 2022 for 2 Company-owned Frosty Carts that operated during the referenced periods in fiscal year 2022. Note, all calculations are on an individual restaurant basis and so the minimum, median, and maximum values are not comparable between the two columns "Average Amount" and "% of Average Revenues."

TABLE 4
TRADITIONAL COMPANY OWNED RESTAURANTS - P&L BREAKOUT

	Average Amount *Median* *(Min to Max)*	**% of Average Revenues** *Median* *(Min to Max)*	**Number of Restaurants at or Above Average** *(% Above Average)*
Gross Sales (Note 2)	**$2,222,574** *$2,153,383* *($1,021,135 to $4,927,544)*	**100%** *100%* *100%*	**168** *44.1%*
Cost of Sales (Note 3)	**$756,360** *$736,877* *($371,703 to $1,548,213)*	**34.0%** *34.1%* *(29.5% to 41.0%)*	**175** *45.9%*
Gross Profit (Note 4)	**$1,466,214** *$1,412,302* *($633,231 to $3,382,582)*	**66.0%** *65.9%* *(59.0% to 70.5%)*	**169** *44.4%*
Other Operating Expenses (Note 5)	**$1,087,500** *$1,075,412* *($671,303 to $2,133,351)*	**48.9%** *49.4%* *(32.6% to 75.9%)*	**175** *45.9%*
Restaurant EBITDA before Rent (Note 6)	**$378,714** *$360,595* *(-$150,324 to $1,818,169)*	**17.0%** *16.5%* *(-12.4% to 37.9%)*	**177** *46.5%*
Rent (Note 7)	**$56,129** *$35,434* *(-$46,369 to $234,571)*	**2.5%** *1.7%* *(-1.6% to 11.9%)*	**178** *46.7%*
Restaurant EBITDA after Rent (Note 8)	**$322,585** *$310,351* *(-$261,575 to $1,818,078)*	**14.5%** *14.0%* *(-22.9% to 37.9%)*	**182** *47.8%*
Additional Operating Expenses for Franchised Restaurants			
Royalty (4% of Gross Sales)	$88,903	N/A	N/A

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

TABLE 4A (Note 9) **COMPANY OWNED FROSTY CARTS - P&L BREAKOUT**			
	Average Amount *Median* *(Min to Max)*	**% of Average Revenues** *Median* *(Min to Max)*	**Number of Restaurants at or Above Average** *(% Above Average)*
Gross Sales (Note 2)	**$170,306** *$170,306* *($83,090 to $257,522)*	**100%** *100%* *100%*	**1** *50.0%*
Cost of Sales (Note 3)	**$21,554** *$21,554* *($15,602 to $27,507)*	**12.7%** *12.7%* *(10.7% to 18.8%)*	**1** *50.0%*
Gross Profit (Note 4)	**$148,752** *$148,752* *($67,488 to $230,015)*	**87.3%** *87.3%* *(81.2% to 89.3%)*	**1** *50.0%*
Other Operating Expenses (Note 5)	**$95,059** *$95,059* *($85,186 to $104,931)*	**55.8%** *55.8%* *(40.7% to 102.5%)*	**1** *50.0%*
Restaurant EBITDA before Rent (Note 6)	**$53,693** *$53,693* *(-$17,698 to $125,084)*	**31.5%** *31.5%* *(-21.3% to 48.6%)*	**1** *50.0%*
Rent (Note 7)	**$49,785** *$49,785* *($40,016 to $59,553)*	**29.2%** *29.2%* *(15.5% to 71.7%)*	**1** *50.0%*
Restaurant EBITDA after Rent (Note 8)	**$3,908** *$3,908* *(-$77,251 to $85,068)*	**2.3%** *2.3%* *(-93.0% to 33.0%)*	**1** *50.0%*
Additional Operating Expenses for Franchised Restaurants (Note 4)			
Royalty (6% of Gross Sales)	$10,218	N/A	N/A
Advertising (2% of Gross Sales)	$3,406	N/A	N/A

NOTES TO TABLE 4 and 4A

1. In Item 1, the number of Wendy's Company Restaurants is different from the number of Wendy's Company Restaurants stated in this Table 4. In counting the Wendy's Company Restaurants for Item 19, Quality only includes Company Restaurants which had at least 52 weeks of consecutive sales within the past 12 months. In Table 4, 17 Company Restaurants are excluded as they had less than 52 consecutive weeks of sales. Of these Company Restaurants, during Fiscal Year 2022, there were 7 Company Restaurants owned by one or more affiliates of Quality that closed permanently. No Company Restaurants closed after being open less than twelve months, except for a single Frosty Cart. Further, the Company Restaurant count in Item 1 reflects ownership as of fiscal year end 2022 and includes both traditional and non-traditional locations. Table 4 does not include financial information from non-traditional Company Restaurants (as described in Item 12), and as a result, 10 Company Restaurants operating at non-traditional locations are not represented (5 of which had less than 52 consecutive weeks of sales).

2. As used in this Table 4 and 4A, "Gross Sales" is defined as all income less: taxes, refunds, and amounts from coupon or discount programs. Sales levels vary considerably due to a variety of factors, such as: local popularity, hours of operation, size, competition from other restaurants, especially fast food businesses in proximity, weather conditions, traffic flow, accessibility and visibility of the restaurant, the economic conditions in the locality, and the business abilities of management.

3. As used in Table 4 and 4A, "Cost of Sales" includes restaurant level food and paper expenses, but does not include any un-allocated costs/benefits related to beverage rebates. Restaurant margin is influenced by factors such as price increases, the effectiveness of our advertising and marketing initiatives, featured products, product mix, fluctuations in food costs.

4. As used in Table 4 and 4A, "Gross Profits" means "Gross Sales" minus "Costs of Sales."

5. As used in Table 4 and 4A, "Other Operating Expenses" includes the following costs: labor, payroll taxes, advertising fees, promotion, outside services, operating supplies, maintenance and repair, utilities, office supplies, legal and accounting fees, insurance, real estate and personal property taxes, business operating licenses, non-product income or expense, and worker's compensation. Restaurant margin is influenced by factors such as fluctuations in labor costs, restaurant openings, remodels, and closures. "Other Operating Expenses" as used in this table does not include any un-allocated costs/benefits related to Company Restaurant employee bonus, management training salaries and other restaurant support costs. "Other Operating Expenses" also does not include any amounts related to rent depreciation and amortization, interest, and income taxes.

   Franchise Restaurants are also required to pay Royalty Fees that Company Restaurants do not have to pay. Royalty amounts generally comprise 4% of Gross Sales for Traditional Restaurants, and 6% for Frosty Carts, but may be impacted by various incentive offerings (see Item 6). Further, franchise-owned Frosty Carts will be required to make a contribution to WNAP, currently anticipated to be 1.5% of Gross Sales, as part of an overall 2% advertising spend requirement, which was not made by Company-owned Frosty Carts in 2022. Table 4A does not include grand opening spend related to advertising and promotion, which ranged from approximately 0.2% of Gross Sales to approximately 7% of Gross Sales at Frosty Carts in 2021, and consisted of both promotional spending required by the site landlord and additional voluntary spending. Additionally, Company Restaurants may benefit from economies of scale that are not available to Franchise Restaurants that are owned singly or in small groups by a franchisee.

6. As used in Tables 4 and 4A, "EBITDA before Rent" means earnings before interest, taxes, depreciation, amortization and rent. The "EBITDA before Rent" should not be construed as the financial results or "profit" before occupancy costs which might be experienced by a franchisee with similar Gross Sales. An individual franchisee is likely to experience operating expense variations including: general insurance, legal and accounting fees, labor costs, store management benefits (life and health insurance, etc.). Additionally, market conditions, operational and management methods employed by a franchisee, different geographic areas of the country, and menu price variations may significantly affect operating results. Moreover, organization overhead costs such as salaries and benefits of non-restaurant personnel (if any), cost of an automobile used in the business (if any), and other discretionary expenditures may significantly affect profits. The nature of these variables makes it difficult to estimate the financial results for any particular franchisee or location.

7. As relevant to Tables 4 and 4A, the occupancy costs paid will vary significantly depending on location. Traditional Company Restaurants operate at sites owned by us and sites leased by us from third parties. Of the 381 Company Restaurants analyzed, 149 are on property owned by Wendy's affiliates. The occupancy costs paid by Franchisees may vary not only by location, but also

according to the terms a franchisee is able to negotiate for an individual lease. At inception, each Company Restaurant lease or sublease is evaluated to determine whether the lease will be accounted for as an operating or capital lease, including the determination of direct financing leases based on its terms. Capital lease assets and related obligations are recorded at the lower of the present value of future minimum lease payments or fair market value at lease inception. Occupancy costs related to Frosty Carts also varied significantly depending on location and negotiated terms, including whether rent was fixed or based on a percent of sales.

8. As used in Tables 4 and 4A, "EBITDA after Rent" means earnings before interest, taxes, depreciation and amortization, minus rent. Depreciation, amortization and interest will vary based upon the purchase price and required investment for the specific Restaurant. See Item 7 for the estimated initial investment costs.

9. During the twelve month period from January 3, 2022 – January 1, 2023 (Fiscal Year 2022), the Company operated 2 Frosty Carts, 1 of which was located at Zoo Tampa in Tampa, Florida, and 1 of which was located at Tampa Premium Outlets in Lutz, Florida. During Fiscal Year 2022, the Zoo Tampa location operated during the full year, and the Tampa Premium Outlets location operated during 44 weeks. Both locations were subject to limited weather-related closures within the year.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

Financial Return of Company New Builds

The table below utilizes historic financial information to provide Financial Return detail for the 6 Traditional Company Restaurants opened in fiscal year 2021 or 2022 that were open and in continuous operation for at least 26 weeks as of January 1, 2023 ("Traditional Company New Builds").

TABLE 5:
Return on Investment of Company New Builds

FOR THE PERIOD January 3, 2022 TO JANUARY 1, 2023 (FISCAL YEAR 2022)

	Simple Payback Period
Number of Restaurants	**6**
Average / Median **Construction Cost** *(min to max)*	**$1,813,297 / $1,835,585** ***($1,501,494 - $2,113,966)***
Average / Median **Weekly Sales** *(min to max)*	**$43,096 / $43,551** *($35,560 - $49,756)*
Average / Median **Restaurant EBITDA Margin** *(min to max)*	**15.7 % / 15.8%** ***(5.7% - 26.0%)***
Average / Median Financial Return	**6.0 years / 5.9 years**

NOTES TO TABLE 5

1. The difference between the average and median Financial Return is a result of differences in actual construction costs, weekly sales, and Restaurant EBITDA margin.

2. In addition to standard assumptions, Table 5 relies on the following data to calculate Financial Return:

    a. The 6 restaurants included experienced actual construction costs that averaged $1,813,297 ($1,835,585 median) which includes building costs and furniture, fixtures, and equipment costs, and are net of tenant improvement allowances. 4 of the restaurants experienced actual construction costs that met or exceeded the average. In addition to these construction costs, standard capital outlay assumptions were also made for pre-opening expenses, starting inventory, illustrative franchise TAF, and ongoing maintenance and information technology capital expenditures.

b. The 6 restaurants included experienced weekly sales that averaged $43,096 ($43,551 median), annualized to $2,240,989 ($2,264,642 median). Three of the restaurants experienced actual sales that met or exceeded the average.

c. The 6 restaurants experienced Restaurant EBITDA margin that averaged 15.7% (15.8% median); calculated consistent with the methodology set forth in Table 4. This calculation normalizes margin to be net of an assumed 4% royalty rate which is not required to be paid by Company Restaurants, and also includes a 2 year abatement of national advertising contributions consistent with the development incentives available to franchisees at the time of construction. Further, standard general & administrative cost assumptions were made below the Restaurant EBITDA line for internal financial modeling purposes.

d. Financing and tax assumptions reflecting that 80% of the total cost was borrowed, 7.0% interest rate, 10 year amortization, 5 year term, and 25.0% tax rate.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

The following pages are intended to provide you with some additional statistical information related to Wendy's franchised and company-owned outlets. Company-owned outlets include outlets owned by Quality and its affiliates. The list includes all franchise and company-owned outlets within the United States arranged alphabetically by state.

Table No. 1

Systemwide Outlet Summary
For years 2020 to 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Outlets	2020	5,495	5,520	+25
	2021	5,520	5,535	+15
	2022	5,535	5,591	+56
Company-Owned Outlets	2020	357	361	+4
	2021	361	403	+42
	2022	403	403	0
Total Outlets	2020	5,852	5,881	+29
	2021	5,881	5,938	+57
	2022	5,938	5,994	+56

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2020 to 2022

State	Year	Number of Transfers
Alabama	2020	0
	2021	1
	2022	24
Arizona	2020	0
	2021	0
	2022	2
California	2020	2
	2021	2
	2022	8
Colorado	2020	0
	2021	0
	2022	3
District of Columbia	2020	0
	2021	3
	2022	0
Florida	2020	25
	2021	34
	2022	46

State	Year	Number of Transfers
Georgia	2020	25
	2021	10
	2022	7
Idaho	2020	0
	2021	4
	2022	0
Illinois	2020	2
	2021	0
	2022	0
Indiana	2020	0
	2021	1
	2022	0
Iowa	2020	0
	2021	4
	2022	0
Kansas	2020	14
	2021	18
	2022	1
Kentucky	2020	0
	2021	35
	2022	2
Louisiana	2020	0
	2021	0
	2022	4
Maine	2020	10
	2021	0
	2022	0
Maryland	2020	0
	2021	92
	2022	0
Minnesota	2020	0
	2021	1
	2022	0
Missouri	2020	0
	2021	17
	2022	1
New Jersey	2020	1
	2021	2
	2022	2
New Mexico	2020	0
	2021	5
	2022	0
New York	2020	0
	2021	52
	2022	12
North Carolina	2020	7
	2021	101
	2022	0
Ohio	2020	10
	2021	112
	2022	29

State	Year	Number of Transfers
Oregon	2020	0
	2021	0
	2022	4
Pennsylvania	2020	11
	2021	71
	2022	0
South Carolina	2020	4
	2021	10
	2022	2
Tennessee	2020	7
	2021	40
	2022	0
Texas	2020	1
	2021	154
	2022	6
Utah	2020	2
	2021	53
	2022	0
Virginia	2020	6
	2021	81
	2022	0
West Virginia	2020	0
	2021	15
	2022	2
Total	2020	127
	2021	918
	2022	155

Table No. 3

Status of Franchised Outlets
For years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened [1,2]	Terminations [3]	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year[4]
Alabama	2020	100	1	0	0	0	3	98
	2021	98	6	0	0	0	3	101
	2022	101	4	0	0	0	0	105
Alaska	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	1	0	0	0	0	10
Arizona	2020	101	0	0	0	0	1	100
	2021	100	3	0	0	0	0	103
	2022	103	1	0	0	0	2	102
Arkansas	2020	63	3	0	1	0	1	64
	2021	64	1	0	0	0	0	65
	2022	65	2	0	0	0	2	65
California	2020	277	11	0	0	0	2	286
	2021	286	6	0	1	0	2	289
	2022	289	8	1	0	0	1	295

State	Year	Outlets at Start of Year	Outlets Opened [1,2]	Terminations [3]	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year [4]
Colorado	2020	87	2	0	0	0	0	89
	2021	89	0	0	0	0	0	89
	2022	89	0	0	0	0	0	89
Connecticut	2020	52	0	0	0	0	0	52
	2021	52	1	0	0	0	0	53
	2022	53	0	0	0	0	0	53
Delaware	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Dist. of Columbia	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3
Florida	2020	414	9	0	0	0	4	419
	2021	419	6	0	0	91	5	329
	2022	329	5	0	2	0	6	326
Georgia	2020	287	6	0	0	0	5	288
	2921	288	9	0	0	0	2	295
	2022	295	6	0	0	0	1	300
Hawaii	2020	10	0	0	0	0	0	10
	2021	10	1	0	0	0	0	11
	2022	11	0	0	0	0	0	11
Idaho	2020	30	1	0	0	0	0	31
	2021	31	1	0	0	0	1	31
	2022	31	1	0	0	0	0	32
Illinois	2020	139	1	0	0	0	0	140
	2021	140	6	0	0	0	1	145
	2022	145	2	3	0	0	0	144
Indiana	2020	180	3	0	0	0	4	179
	2021	179	2	0	0	0	0	181
	2022	181	4	0	0	0	1	184
Iowa	2020	42	0	0	0	0	0	42
	2021	42	0	0	0	0	1	41
	2022	41	1	0	1	0	0	41
Kansas	2020	69	1	0	0	0	1	69
	2021	69	1	0	0	0	1	69
	2022	69	1	0	0	0	0	70
Kentucky	2020	143	1	0	0	0	0	144
	2021	144	3	0	0	0	0	147
	2022	147	2	0	0	0	0	149
Louisiana	2020	125	1	0	0	0	2	124
	2021	124	2	0	1	0	0	125
	2022	125	3	0	1	0	0	127
Maine	2020	16	0	0	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	0	0	0	0	1	15
Maryland	2020	99	2	0	0	0	0	101
	2021	101	1	0	5	0	1	96
	2022	96	4	3	0	0	1	96
Massachusetts	2020	50	1	0	0	0	0	51
	2021	51	0	0	0	0	0	51
	2022	51	1	0	0	0	0	52

State	Year	Outlets at Start of Year	Outlets Opened [1,2]	Terminations [3]	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year [4]
Michigan	2020	242	1	0	0	0	2	241
	2021	241	2	0	1	0	0	242
	2022	242	1	0	1	0	1	241
Minnesota	2020	56	0	0	0	0	1	55
	2021	55	0	0	0	0	0	55
	2022	55	0	0	0	0	0	55
Mississippi	2020	95	1	0	0	0	0	96
	2021	96	0	0	0	0	1	95
	2022	95	0	0	0	0	1	94
Missouri	2020	98	1	0	0	0	1	98
	2021	98	2	0	0	0	0	100
	2022	100	4	0	0	0	1	103
Montana	2020	15	1	0	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	1	0	0	0	0	17
Nebraska	2020	26	0	0	0	0	0	26
	2021	26	1	0	0	0	0	27
	2022	27	1	0	0	0	1	27
Nevada	2020	44	1	0	1	0	0	44
	2021	44	1	0	0	0	0	45
	2022	45	2	0	0	0	0	47
New Hampshire	2020	23	0	0	0	0	0	23
	2021	23	0	0	0	0	0	23
	2022	23	1	0	1	0	0	23
New Jersey	2020	142	2	0	0	0	1	143
	2021	143	1	0	1	0	0	143
	2022	143	3	0	0	0	1	145
New Mexico	2020	42	0	0	0	0	0	42
	2021	42	0	0	0	0	0	42
	2022	42	0	0	0	0	0	42
New York	2020	167	6	0	1	0	2	170
	2021	170	53	0	0	0	0	223
	2022	223	3	0	0	0	1	225
North Carolina	2020	258	1	0	1	0	1	257
	2021	257	7	0	0	0	2	262
	2022	262	1	0	1	0	2	260
North Dakota	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Ohio	2020	358	4	0	0	0	3	359
	2021	359	1	0	0	0	4	356
	2022	356	3	0	0	1	0	358
Oklahoma	2020	46	3	0	0	0	1	48
	2021	48	6	0	0	0	1	53
	2022	53	4	0	1	0	0	56
Oregon	2020	41	0	0	0	0	0	41
	2021	41	1	0	0	0	2	40
	2022	40	5	0	0	0	0	45
Pennsylvania	2020	257	4	0	0	0	4	257
	2021	257	4	0	0	0	3	258
	2022	258	4	0	3	0	1	258

State	Year	Outlets at Start of Year	Outlets Opened [1,2]	Terminations [3]	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year[4]
Rhode Island	2020	11	0	0	0	0	2	9
	2021	9	0	0	0	0	1	8
	2022	8	0	0	0	0	0	8
South Carolina	2020	132	1	0	0	0	2	131
	2021	131	1	0	0	0	1	131
	2022	131	3	0	0	0	0	134
South Dakota	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	1	7
	2022	7	0	0	0	0	0	7
Tennessee	2020	174	2	0	1	0	5	170
	2021	170	7	0	2	0	3	172
	2022	172	9	0	1	0	3	177
Texas	2020	416	16	0	0	0	6	426
	2021	426	21	0	2	0	6	439
	2022	439	32	20	0	0	2	449
Utah	2020	85	0	0	0	0	2	83
	2021	83	1	0	1	0	0	83
	2022	83	2	0	0	0	3	82
Vermont	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Virginia	2020	223	2	0	0	0	4	221
	2021	221	1	0	0	0	0	222
	2022	222	4	0	0	0	2	224
Washington	2020	78	2	0	0	0	2	78
	2021	78	2	0	0	0	1	79
	2022	79	2	0	0	0	0	81
West Virginia	2020	70	0	0	0	0	0	70
	2021	70	1	0	0	0	0	71
	2022	71	0	0	0	0	1	70
Wisconsin	2020	55	0	0	0	0	0	55
	2021	55	1	0	0	0	0	56
	2022	56	1	0	1	0	0	56
Wyoming	2020	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
Total	2020	5,495	92	0	5	0	62	5,520
	2021	5,520	164	0	14	91	44	5,535
	2022	5,535	132	27	13	1	35	5,591

[1] Outlets opened include outlets that are newly-developed Wendy's outlets.
[2] Outlets opened include company-owned outlets sold to Franchisees.
[3] Terminations includes 27 delivery kitchens locations.
[4] Total outlets at the end of the year includes 15 delivery kitchens.

Table No. 4

Status of Company-Owned Outlets
For years 2020 to 2022

State	Year	Outlets at Start of Year	Outlets Opened [1]	Reacquired by Franchisor	Outlets Closed[2]	Outlets Sold to Franchisees	Outlets at End of the Year[3]
Colorado	2020	43	0	0	1	0	42
	2021	42	0	0	0	0	42
	2022	42	0	0	1	1	40
Florida	2020	104	3	0	0	0	107
	2021	107	4	91	1	0	201
	2022	201	6	0	4	0	203
Illinois	2020	55	3	0	0	0	58
	2021	58	0	0	2	0	56
	2022	56	1	0	0	0	57
Massachusetts	2020	47	1	0	0	0	48
	2021	48	1	0	4	0	45
	2022	45	0	0	0	0	45
New York	2020	48	0	0	0	1	47
	2021	47	0	0	0	47	0
	2022	0	0	0	0	0	0
Ohio	2020	52	0	0	1	0	51
	2021	51	1	0	1	0	51
	2022	51	0	1	2	0	50
Rhode Island	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
	2022	8	0	0	0	0	8
Total	2020	357	7	0	2	1	361
	2021	361	6	91	8	47	403
	2022	403	7	1	7	1	403

[1] *Outlets opened* include only those outlets that are newly-developed Wendy's outlets.
[2] *Outlets closed* include only those outlets that are closed for business as a Wendy's outlet. These numbers do not include those outlets which have closed temporarily for reasons such as fire damage or hurricane damage. These numbers include 1 Frosty Cart location.
[3] Total outlets at the end of the year includes 2 Frosty Carts.

Table No. 5

Projected Openings as of January 1, 2023

Column 1 State	Column 2 Franchise Agreements Signed, Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year[1]	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year[1]
Alabama	0	1	0
Arizona	3	6	0
Arkansas	2	2	0
California	6	26	0
Colorado	2	2	0
Connecticut	0	1	0

Column 1 State	Column 2 Franchise Agreements Signed, Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year[1]	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year[1]
District of Columbia	0	1	0
Florida	3	11	3
Georgia	1	1	0
Hawaii	0	1	0
Idaho	0	1	0
Illinois	0	8	1
Indiana	1	7	0
Iowa	0	1	0
Kansas	0	2	0
Kentucky	0	4	0
Louisiana	0	1	0
Maryland	1	1	0
Michigan	1	1	0
Mississippi	1	1	0
Missouri	4	5	0
Nevada	0	4	0
New Jersey	3	6	0
New York	4	9	0
North Carolina	2	4	0
Ohio	2	3	2
Oklahoma	1	4	0
Oregon	0	1	0
Pennsylvania	0	3	0
South Carolina	0	5	0
Tennessee	0	7	0
Texas	9	29	0
Utah	0	2	0
Virginia	1	3	0
Washington	1	10	0
West Virginia	0	1	0
Wisconsin	0	2	0
Wyoming	1	1	0
TOTALS	**49**	**178**	**6**

[1] These projections were made as of January 1, 2023 and may not reflect the actual number of stores opened in the fiscal year 2023. These projections include delivery kitchen and Frosty Cart locations.

Exhibit R-1 lists the names of all of our operating outlets and the addresses and telephone numbers of the outlets as of January 1, 2023. *Exhibit R-2* lists the franchisees who have signed Franchise Agreements for outlets which were not yet operational as of January 1, 2023. *Exhibit R-3* lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise 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. If you buy a Wendy's franchise, your contact information may be disclosed to other buyers when you leave the Wendy's franchise system.

In some instances, during the last 3 fiscal years, current and former franchisees have signed confidentiality provisions restricting their ability to speak openly about their experience with Quality. You may want to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following independent franchisee organization has asked to be included in this disclosure document:

The Wendy's Franchise Association
WFA Central Office
4919 Lamar Ave.
Mission, KS 66202
Telephone: (913) 387-5632
Email: wfa@dci-kansascity.com
Website: www.wendysfranchisees.com

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document at *Exhibit* S are our balance sheets as of January 1, 2023 and January 2, 2022, and the related statements of operations, member's equity and cash flows for the years ended January 1, 2023, January 2, 2022, and January 3, 2021, and includes the related Independent Auditor's Report of Deloitte & Touche LLP.

Exhibit S also includes the audited consolidated balance sheets of The Wendy's Company and subsidiaries as of January 1, 2023 and January 2, 2022, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the three years in the period ended January 1, 2023, and includes the related Report of Independent Registered Public Accounting Firm of Deloitte & Touche LLP.

Our ultimate parent company, The Wendy's Company, absolutely and unconditionally guarantees the performance of WIL's obligations under the Management Agreement with Quality. Therefore, a copy of the Guarantee of Performance signed by The Wendy's Company is attached to this Disclosure Document at *Exhibit S*.

The financial information about The Wendy's Company is provided for disclosure purposes only. The Wendy's Company is not a party to any Franchise Agreement that Quality signs with franchisees, and does not guarantee Quality's obligations under any Franchise Agreement signed with franchisees. Quality is solely responsible for fulfilling its obligations under the Franchise Agreements.

Wendy's Funding, LLC issued fixed rate notes totaling $2,925.0 million related to the Securitization Transaction, of which $2,805.8 million is outstanding as of January 1, 2023. These funds were used, in part, to pay certain outstanding obligations. Various assets have been pledged to secure this indebtedness, including all franchise agreements and other agreements existing as of the closing of the Securitization

Transaction. Certain subsidiaries of Wendy's Funding, LLC have guaranteed the indebtedness, including us. See the Footnotes to the financial statements of The Wendy's Company and subsidiaries at ***Exhibit S*** (Note 12) for more information about the Securitization Transaction.

ITEM 22
CONTRACTS

Copies of the Franchise Agreement and related agreements used by Quality are attached to this disclosure document as exhibits. The documents are as follows:

1.	Franchise Agreement (with the Ownership Acknowledgment, Guaranty, and DPA attached as Exhibits), Frosty Cart Addendum, and various state addenda	-	Exhibit B
2.	Development Agreement	-	Exhibit C-1
	Groundbreaker Development Agreement	-	Exhibit C-2
	Pacesetter Development Agreement	-	Exhibit C-3
	"Hybrid" Groundbreaker & Pacesetter Development Agreement	-	Exhibit C-4
3.	Relationship Agreement	-	Exhibit D
4.	Renewal Agreement	-	Exhibit J
5.	Preliminary Letter Agreement	-	Exhibit L
6.	Project Management Agreement	-	Exhibit M
7.	REPP Letter of Agreement with exhibits	-	Exhibit N
8.	Build-to-Suit Letter of Agreement with exhibits	-	Exhibit O
9.	Financing Documents under Item 10	-	Exhibit P
	• Lease		
	• Sublease		
	• Secured Promissory Note		
	• Security Agreement		
	• UCC-1 Financing Statement		
	• General Release of All Claims		
10.	Wendy's Technology Products and Services Agreement	-	Exhibit T
11.	WenDigital Products and Services Agreement	-	Exhibit U

QUALITY IS OUR RECIPE, LLC

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	January 1, 2023
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

EXHIBIT A

STATE ADMINISTRATOR LIST

1. State of California
   Department of Financial Protection and Innovation
   320 West 4th Street, Suite 750
   Los Angeles, CA 90013-2344

2. State of Hawaii
   Department of Commerce and Consumer Affairs
   Business Registration Division
   335 Merchant Street, Room 203
   Honolulu, HI 96813

3. State of Illinois
   Office of the Attorney General
   500 South Second Street
   Springfield, IL 62706

4. Indiana Secretary of State
   Franchise Division
   302 West Washington Street
   Indianapolis, IN 46204

5. State of Maryland
   Office of the Attorney General
   Division of Securities
   200 Saint Paul Place, 20th Floor
   Baltimore, MD 21202-2020

6. Michigan Department of Attorney General
   Consumer Protection Division
   Attention: Franchise Section
   525 W. Ottawa Street
   G. Mennen Williams Building, 1st Floor
   Lansing, MI 48933

7. Minnesota Department of Commerce
   Franchise Division
   85 7th Place East, Suite 280
   St. Paul, MN 55101-2198

8. New York State Department of Law
   Franchise & Securities Division
   28 Liberty Street, 23rd Floor
   New York, NY 10005

9. North Dakota Securities Department
   600 East Boulevard Avenue
   State Capitol, 5th Floor
   Bismarck, ND 58505-0510

10. Rhode Island Department of Business Regulation
    Securities Division
    1511 Pontiac Avenue, Bldg. 68-2
    Cranston, RI 02920

11. South Dakota Division of Insurance
    Securities Regulation
    124 S. Euclid Avenue, Suite 104
    Pierre, SD 57501

12. Virginia State Corporation Commission
    Division of Securities and Retail Franchising
    1300 East Main Street, 9th Floor
    Richmond, VA 23219-3630

13. Washington Department of Financial Institutions
    Securities Division
    150 Israel Road, S.W.
    Tumwater, WA 98501

14. State of Wisconsin
    Department of Financial Institutions
    Division of Securities
    345 West Washington Avenue
    Madison, WI 53703

EXHIBIT B

QUALITY IS OUR RECIPE, LLC

UNIT FRANCHISE AGREEMENT

Franchisee:

Location:

For Corp.
Office Use Only

_____
Store Number

_____
Effective Date

FA18

EXHIBIT B

QUALITY IS OUR RECIPE, LLC

UNIT FRANCHISE AGREEMENT

TABLE OF CONTENTS

		PAGE
RECITALS		1
1.	GRANT	2
2.	TERM AND RENEWAL	3
3.	PRE-OPENING CONSIDERATIONS (TRAINING, SITE DEVELOPMENT & CONSTRUCTION)	5
4.	DUTIES OF FRANCHISOR	7
5.	FEES	8
6.	DUTIES OF FRANCHISEE	9
7.	TECHNOLOGY AND COMPUTER SYSTEMS	13
8.	PROPRIETARY MARKS	15
9.	CONFIDENTIAL OPERATIONS STANDARDS MANUAL	17
10.	CONFIDENTIAL INFORMATION	18
11.	PRIVACY AND DATA PROTECTION	19
12.	ACCOUNTING AND RECORDS	21
13.	ADVERTISING	23
14.	INSURANCE	29
15.	TRANSFER OF INTEREST	30
16.	DEFAULT AND TERMINATION	38
17.	OBLIGATIONS UPON TERMINATION OR EXPIRATION	41
18.	COVENANTS	44
19.	CORPORATE AND PARTNERSHIP FRANCHISEES	46
20.	TAXES AND COMPLIANCE WITH LAWS	47
21.	INDEPENDENT CONTRACTOR AND INDEMNIFICATION	48
22.	NON-BINDING MEDIATION	50
23.	APPROVALS AND WAIVERS	51
24.	NOTICES	51
25.	ENTIRE AGREEMENT	52
26.	SEVERABILITY AND CONSTRUCTION	52
27.	JOINT AND SEVERAL OBLIGATION	53
28.	FORCE MAJEURE	53
29.	APPLICABLE LAW	54
30.	ACKNOWLEDGMENTS	55

EXHIBIT B

INDEX
OF
DEFINED TERMS

We have provided this Index for your convenience. The following terms are defined in the Franchisor's Unit Franchise Agreement on the pages noted:

PAGE

Advertising 8
Advertising Contribution 8
Affected Party 54
Affiliate 53
Agreement 1
Approved Location 2
Complainant 51
Computer and Point of Sale Systems 13
Confidential Information 18
Continuous Operations Fee 44
Cooperative 25
Demand 51
Designation 51
DMA 45
Effective Date 1
Force Majeure Event 54
Franchised Business 2
Franchisee 1
Franchisor 1
Franchisor Personal Information 20
Franchisor's Affiliates 3
Gross Sales 9
Guarantors 54
Guaranty 54
Initial Term 3
Initial Training Program 5
Key Products and Services 11
Local advertising and promotion 24
Manual 2
Mediation Termination Date 51
Mid-Term Upgrade 10
Opening Date 6
Operator 9
Owners 31
Permits 6
Personal Information 19
Premises 10
Privacy Laws 19
Products and Services 11

PAGE

Proposed Franchisee 32
Proprietary Marks 1
Renewal Term 3
Renewal Upgrade 3
Respondent 51
Restaurant 2
Rights and Benefits 28
Security Incident 20
Subprocessor 20
System 1
Technical Assistance Fee 8
Term 3
Transaction Policy 33
Transfers 31
URLs 14
Wendy's Branded Restaurant 1
Wendy's Parties 50
WIL 28
WNAP 7

EXHIBIT B

QUALITY IS OUR RECIPE, LLC

UNIT FRANCHISE AGREEMENT

THIS UNIT FRANCHISE AGREEMENT (this "**Agreement**") is made and entered into _____, 20___ (the "**Effective Date**") between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company, with offices at 4288 West Dublin Granville Road, Dublin, Ohio 43017 ("**Franchisor**"), and _____ _____ ("**Franchisee**" or "**you**").

WITNESSETH:

WHEREAS, Franchisor, as the result of the expenditure of time, skill, effort, and money, has developed and owns a distinctive format and system relating to the establishment and operation of Wendy's and Wendy's Old Fashioned Hamburgers restaurants (each a "**Wendy's Branded Restaurant**") featuring, among other things, hamburgers, chili, salads, French fries, assorted chicken and other sandwiches, frozen desserts, and other food and beverages (the "**System**");

WHEREAS, the distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, decor, color scheme, equipment and equipment layout, and furnishings; menu items prescribed by Franchisor; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; procedures for management and inventory control; training and assistance; advertising and promotional programs; and proprietary trademarks and tradenames, all of which may be changed, improved, and further developed by Franchisor;

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks "WENDY'S", and "WENDY'S OLD FASHIONED HAMBURGERS," and such other trade names, designs, emblems, labels, signs, symbols, service marks, trademarks, copyrighted materials and other intellectual property as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the "**Proprietary Marks**");

WHEREAS, Franchisor owns all right to, interest in, and goodwill of, and continues to develop, use, and control the use of such Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and service;

WHEREAS, Franchisee desires to enter into the business of operating a Wendy's Branded Restaurant under the System and wishes to obtain the rights to operate such business from Franchisor for that purpose, as well as to receive the training and other assistance provided by Franchisor, in connection therewith; and

EXHIBIT B

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, cleanliness, appearance, and service, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the undertakings and commitments of each party to the other party set forth herein, hereby agree as follows:

1. GRANT

1.1. Franchisor hereby grants to Franchisee, upon the terms and conditions herein contained, the right, and Franchisee undertakes the obligation, to operate one (1) Wendy's Branded Restaurant at the approved location set forth in Section 1.2 hereof (the "**Restaurant**" or "**Franchised Business**") in accordance with this Agreement and the standards and procedures set forth in the Wendy's Operations Standards Manual (the "**Manual**," as described in Section 9 hereof), and to use solely in connection therewith, the Proprietary Marks and the System, as they may be changed, improved, and further developed from time to time.

1.2. The street address of the location approved hereunder is: _____ _____ (the "**Approved Location**"). Franchisee shall not relocate the Restaurant without the express prior written consent of Franchisor.

Franchisee expressly acknowledges that this franchise is non-exclusive. Franchisee shall only be permitted to operate the Restaurant from the Approved Location, to sell approved food and beverage products to retail customers for consumption on the premises or for personal carry-out consumption.

1.2.A. Delivery: If Franchisor approves a delivery program and Franchisee is permitted to offer delivery services, Franchisee must make accommodations for delivery services in compliance with Franchisor's standards and procedures set forth in the Manual or otherwise in writing, including as to utilizing only the specified designated delivery service providers identified by Franchisor, making available the food and beverage products identified as appropriate for delivery (and only those designated food and beverage products), and in accordance with any delivery area Franchisor specifies to Franchisee in writing. Franchisee acknowledges and agrees that any delivery area is not exclusive and that Franchisor may engage, and/or allow other franchisees and third parties to engage, in any activities Franchisor desires within the delivery area without any restrictions whatsoever (including allowing other franchisees or delivery service providers to provide delivery services in the delivery area). Any delivery area identified by Franchisor is nothing more than the geographic boundaries in which Franchisee may deliver the Restaurant's approved delivery products. It confers no other rights on Franchisee whatsoever.

1.2.B. Reserved Rights: Franchisor and/or all entities that Franchisor either directly or indirectly via one or more intermediaries, controls, or is controlled by, or is under common control with Franchisor, where control may be by either management authority, contract, or equity interest ("**Franchisor's Affiliates**") shall retain the right, among others, to use, and to license others to use, the System and the Proprietary Marks for the operation of restaurants at any location including proximate to the Restaurant at the Approved Location; to use and license to others the right to use all or parts of the System, and the Proprietary Marks or other proprietary marks, in connection with the operation at any location of restaurants or other businesses which are the same as, similar to, or different from the Restaurant; and to deploy any business concept whatsoever on any terms and conditions as Franchisor deems advisable, and without granting Franchisee any rights therein. Franchisee understands and agrees that Franchisor and/or Franchisor's Affiliates have the right to offer and sell under the Proprietary Marks any and all products or services and/or components or ingredients thereof (including those used or sold at the Restaurant), and whether or not a part of the System or another system Franchisor establishes, to any customer and through any method of distribution including, without limitation, the internet/worldwide web; any other form of electronic commerce including computerized, mobile, or other electronic remote entry ordering systems; "800" or similar toll-free telephone numbers; grocery stores; mail order; catalog; television sales; or any other channel of distribution whatsoever, including through wholesale sale or distribution, and that Franchisor needs not afford Franchisee any rights in or to any benefits from such activity.

2. TERM AND RENEWAL

2.1. Except as otherwise provided herein, the initial term ("**Initial Term**") of this Agreement shall begin on the Effective Date and expire twenty (20) years from the Opening Date.

2.2. Upon the expiration of the Initial Term, Franchisee may, at its option, renew the rights and obligations to operate the Restaurant for one (1) additional consecutive term of ten (10) years ("**Renewal Term**") (any effective Initial Term or Renewal Term being collectively referred to as the "**Term**" of this Agreement), provided that prior to the expiration of the Initial Term, Franchisee has met the following conditions:

2.2.A. Franchisee shall give Franchisor written notice of Franchisee's election to renew not less than twelve (12) months nor more than eighteen (18) months prior to the end of the Initial Term;

2.2.B. Franchisee shall, at its sole expense, make or provide for, in a manner satisfactory to Franchisor, such renovation and modernization of the Restaurant as Franchisor may require, including, without limitation, renovation of the exterior facade, signs, interior furnishings, equipment, fixtures, and decor, to reasonably reflect the then-current standards and image of the System (the "**Renewal Upgrade**"). In connection with the Renewal Upgrade, Franchisor may require Franchisee to update, remodel, refurbish, renovate, modify, redesign, scrape and rebuild, or gut and rebuild the Restaurant. The details of the Renewal Upgrade shall be set forth in the Manual or

otherwise in writing and the final scope applicable to the Restaurant is within the sole discretion of Franchisor. The Renewal Upgrade is in addition to the Mid-Term Upgrade requirement, which is separately required and set forth in Section 6.10;

2.2.C. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor (and/or its Affiliates) throughout the Initial Term and shall have met those obligations in a timely manner and shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Franchisor (or its Affiliates); and, in the reasonable judgment of Franchisor, Franchisee shall have substantially and timely complied with all the terms, conditions and obligations of such agreements during the Term thereof and with the operating standards prescribed by Franchisor during the Term of this Agreement;

2.2.D. Franchisee shall present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the Approved Location for the duration of the Renewal Term. If Franchisee has subleased the Restaurant's premises from Franchisor or an Affiliate, then Franchisor (or the Affiliate) shall have renewed its own lease for the Restaurant's premises, or otherwise obtained the right to remain in possession of the premises, throughout the Renewal Term. Franchisee acknowledges and understands that Franchisor's (or its Affiliate's) actions with respect to such lease shall be, in its sole discretion, based solely on an evaluation of its own business interests rather than those of Franchisee;

2.2.E. Franchisee shall execute Franchisor's then-current form of renewal franchise agreement (and any Guarantor as defined in Section 27.2 shall execute Franchisor's then-current guaranty agreement), which renewal franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, no further right to renew or extend the renewal agreement, a higher percentage royalty fee and advertising contribution; provided, however, that Franchisee shall pay, in lieu of a Technical Assistance Fee or other initial fee, a renewal fee in an amount to be specified by Franchisor, which amount shall not be greater than twenty-five percent (25%) of the then-current Technical Assistance Fee, or similar initial fee, charged to franchisees;

2.2.F. Franchisee and any Guarantors shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its Affiliates, and their respective officers, directors, agents, and employees; and

2.2.G. Franchisee shall comply with Franchisor's then-current training requirements and all other conditions required of franchisees renewing their franchise agreements at that time.

2.3. If Franchisee continues to operate the Franchised Business at the Approved Location after the end of the Initial Term without expressly exercising its option to renew in accordance with Section 2.2, as applicable, Franchisee shall be deemed to be operating such Franchised Business on a month-to-month basis under the terms and conditions of this Agreement and Franchisor may terminate this Agreement at any time.

EXHIBIT B

3. PRE-OPENING CONSIDERATIONS (TRAINING, SITE DEVELOPMENT & CONSTRUCTION)

3.1. Prior to the date of opening of the Restaurant, if the Restaurant is Franchisee's first restaurant operating under the System, Franchisor shall make available to Franchisee, or Franchisee's "Operator" (as defined in Section 6.2 hereof), and Franchisee's initial management employees and restaurant crew (as such personnel positions are defined in the Manual), an initial training program at a location designated by Franchisor (the "**Initial Training Program**"). If, however, Franchisee or Franchisee's Operator owns, or has an ownership interest in, another restaurant operating under the System, Franchisee shall be required to provide an initial training program to such persons, in accordance with Franchisor's specifications, and subject to Franchisor's review and approval of such training. If the Restaurant is Franchisee's first restaurant operating under the System, Franchisor shall be responsible for the cost of certain instruction and materials related to the Initial Training Program, subject to the terms set forth in Sections 6.3 and 6.4 of this Agreement. Franchisee shall be responsible for the cost of training its management and crew.

3.2. Franchisee shall demonstrate to Franchisor's satisfaction that Franchisee has the right to possession of the Approved Location for the duration of the Initial Term. If Franchisee will occupy the premises from which the Franchised Business is conducted under a lease, Franchisor reserves the right to require Franchisee to submit such lease to Franchisor for its written approval prior to the execution thereof. All leases, without regard to Franchisor's review, shall include the following provisions, and such other provisions as Franchisor may reasonably require:

3.2.A. A provision which prohibits Franchisee from subleasing or assigning all or any part of its occupancy rights without Franchisor's prior written consent;

3.2.B. A provision requiring that the lessor shall provide to Franchisor any and all notices of default under Franchisee's lease;

3.2.C. A provision giving Franchisor (subject to the reasonable consent of lessor) the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default under this Agreement or under the lease; and Franchisor shall repair any damage caused to the premises in making any such modifications; and

3.2.D. A provision whereby the lessor consents to any assignment of Franchisee's leasehold interest to Franchisor, as agreed to by Franchisee and Franchisor.

3.3. Franchisor shall make available, at no charge to Franchisee, prototypical plans and specifications for the construction of a standard Wendy's Branded Restaurant and for the exterior and interior design and layout, fixtures, furnishings, equipment, and signs. Franchisee shall adapt, at Franchisee's expense, the prototypical plans and specifications to the Approved Location, subject to Franchisor's approval, as provided in Section 3.4.B hereof, except that Franchisor will not unreasonably withhold approval of special plans and specifications, prepared at Franchisee's expense, when the Approved Location will not accommodate Franchisor's

prototypical plans and specifications, provided that such special plans and specifications conform to Franchisor's general design criteria.

3.4. Before commencing any construction of the Restaurant, Franchisee, at its expense, shall comply, to Franchisor's satisfaction, with all of the following requirements and, at Franchisee's option, may contract with and compensate Franchisor or its Affiliates to assist with any of the following as such services are made available from time to time:

3.4.A. Franchisee shall employ a qualified, licensed architect or engineer who is reasonably acceptable to Franchisor to prepare, for Franchisor's approval, preliminary plans and specifications for site improvement and construction of the Restaurant based upon the prototypical plans and specifications furnished by Franchisor. For new construction, reimage, or site improvement projects, Franchisor may designate the services provided by architects and/or engineers as Key Products and Services, and identify a pre-approved set of architects of record or engineers from which Franchisee shall select an architect or engineer appropriate for the project, but under those circumstances, Franchisee remains solely responsible for selecting the architect and engineer for the project from the pre-approved supplier list;

3.4.B. Franchisee shall be responsible for obtaining, and shall obtain, all necessary permits, licenses, variances, certifications and approvals (collectively, the "**Permits**"), pertaining to the building, occupancy, signs, utilities, curb cuts, driveways, zoning, use, environmental controls and any other Permits which are necessary to permit the construction and use of a Wendy's Branded Restaurant which may be required by federal, state or local laws, ordinances, or regulations. After having obtained such Permits, Franchisee shall certify in writing to Franchisor that all such Permits have been obtained and Franchisee shall submit to Franchisor, for Franchisor's approval, final plans for construction based upon the preliminary plans and specifications. Once approved by Franchisor, such final plans shall not thereafter be changed or modified without the prior written permission of Franchisor; and

3.4.C. Franchisee shall employ a qualified, licensed and bonded general contractor to construct the Restaurant and to complete all improvements. Franchisee shall obtain and maintain in force during the entire period of construction the insurance required under Section 14 of this Agreement or elsewhere in writing by Franchisor.

3.5. Franchisee shall construct, furnish, and open the Restaurant according to the provisions of Section 3.4 hereof, and Franchisee shall open the Restaurant not later than _____. The date on which Franchisee opens the Restaurant for business to the public shall be referred to as the "**Opening Date**". Time is of the essence. Prior to opening the Restaurant for business, Franchisee shall comply with all pre-opening requirements set forth in this Agreement, the Manual, and elsewhere in writing by Franchisor.

3.6. Franchisee shall provide at least fourteen (14) days prior written notice to Franchisor of the date on which Franchisee proposes to first open the Restaurant for business. If Franchisee has five (5) or fewer restaurants operating under the System, Franchisee shall not open the Restaurant without Franchisor's representative present unless Franchisor has

specifically waived this requirement in writing for the Approved Location. In the event that Franchisor cannot provide its representative on the date that Franchisee proposes to first open the Restaurant for business, then Franchisee may be required to reschedule such opening to a date on which the Franchisor's representative can be in attendance.

3.7. Franchisor shall conduct, as it deems advisable, periodic inspections of the Restaurant and the Restaurant premises during the period of construction, refurbishment, rebuild, and/or improvement to determine whether Franchisee is complying with the approved plans and specifications for the Restaurant.

3.8. Franchisor shall inspect and approve the Restaurant for opening prior to the opening of the Restaurant. Franchisee shall not commence operation of the Restaurant until receiving such approval from Franchisor.

3.9. Franchisor shall provide, as Franchisor deems advisable, pre-opening and opening supervision and assistance, which may include, at Franchisor's sole discretion, having a representative of Franchisor present at the opening of the Restaurant.

4. DUTIES OF FRANCHISOR

4.1. Franchisor shall provide Franchisee, on loan, one copy of the Manual, which such copy may take the format described in Section 9. The Manual shall be maintained and updated by Franchisor in accordance with Section 9.

4.2. Before the opening of the Restaurant, if applicable, Franchisor shall make available the Initial Training Program in accordance with Section 3.1. Franchisor shall provide such other ongoing training as it may deem appropriate, for example at an annual conference, convention, or training session. Franchisor shall determine the duration, curriculum and location of any ongoing training opportunities.

4.3. Franchisor shall conduct, and may authorize others to conduct, as it deems advisable, periodic inspections of the Restaurant, and evaluations of the products sold and services rendered by Franchisee at the Restaurant in order to assist Franchisee and to maintain the System's standards of quality, appearance, and service.

4.4. Franchisor shall provide, as it deems advisable, periodic and continuing advisory assistance to Franchisee as to the operation, merchandising, advertising, and promotion of the Restaurant.

4.5. Franchisor or its designee shall maintain a system-wide advertising program, administered by The Wendy's National Advertising Program, Inc. ("**WNAP**"), to the extent required and as specifically set forth in Section 13 hereof.

4.6. Franchisor may make available to Franchisee, from time to time, bulletins, brochures, and reports regarding the System, and operations under the System.

EXHIBIT B

5. FEES

5.1. Franchisee has paid, or shall pay contemporaneously with the execution of this Agreement, to Franchisor a Technical Assistance Fee ("**Technical Assistance Fee**") of Fifty Thousand Dollars ($50,000), receipt of which is hereby acknowledged by Franchisor. The Technical Assistance Fee shall be fully earned and shall be nonrefundable in consideration of administrative and other expenses incurred by Franchisor in granting the rights in this Agreement and for Franchisor's lost or deferred opportunity to grant these rights to others.

5.2. Each month during the Term of this Agreement, Franchisee shall pay Franchisor a royalty fee in an amount equal to ***[four percent (4%) / five percent (5%) / six percent (6%)[1]]*** of the Gross Sales of the Restaurant, as defined in Section 5.6 hereof. Franchisee's obligation to pay such monthly royalty fee shall commence on the Opening Date.

5.3. During the Term, Franchisee shall expend, on a monthly basis, on advertising and promotion, or contribute for the purpose of advertising and promotion, an amount which, in the aggregate, equals four percent (4%) of the Restaurant's previous month's Gross Sales (the "**Advertising Contribution**"). Franchisor may increase your Advertising Contribution to a maximum of five percent (5%) of the Restaurant's monthly Gross Sales, but only if Franchisor first obtains an affirmative vote of seventy-five percent (75%) or more of all Wendy's Branded Restaurants operating under the System in the United States (including both franchised restaurants and those Franchisor or its Affiliates own and operate). Article 13 of this Agreement ("**Advertising**") sets forth the details of Franchisee's advertising and promotion expenditures, contributions, requirements and prohibitions.

5.4. Franchisee shall pay all other fees owed to Franchisor and/or its Affiliates, including, without limitation, transfer fees, late fees, interest, attorneys' fees and renewal fees as referenced herein, or as set forth in any other applicable agreement.

5.5. Except as otherwise specified herein, all monthly payments required by this Section 5 and by Section 13 hereof shall be paid by the fifteenth (15^{th}) day of each month based on the Gross Sales for the preceding month, and shall be delivered to Franchisor, in the manner specified by Franchisor, together with any reports or statements required under Section 12.3. hereof. Unless otherwise specified, all other fees invoiced under this Agreement shall be paid within thirty (30) days of the date of the invoice. Franchisor reserves the right to require payment of any and all fees by means of direct account debit, electronic, computer, wire, automated transfer or bank clearing services, or other similar technology now or hereafter developed to accomplish the same purpose (specifically including Franchisor's Bill Management or other electronic payment platform) and Franchisee agrees at its expense to undertake all action reasonably necessary to accomplish such transfers. Any payment or report not actually received by Franchisor on or before such date such payment or report was due shall be deemed overdue. If any payment is overdue, Franchisee shall pay Franchisor, in addition to the overdue amount, a late fee of One Hundred Dollars ($100.00), plus interest on the overdue amount from the date it was due until paid at the (i) rate determined from time to time by Franchisor or (ii) the maximum

[1] *4% = standard & Groundbreaker; 5% = PaceSetter; 6% = military base, Frosty® Cart, & Build-to-Suit*

rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies available to Franchisor.

5.6. As used in this Agreement, "**Gross Sales**" shall include all revenue from the sale of all Products and Services (as defined in Section 6.11.B) and all other income of every kind and nature related to the Restaurant or premises, including proceeds of any business interruption insurance, and the sale of any promotional or premium items, whether for cash or credit, and regardless of collection in the case of credit, but shall not include (i) any sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority, (ii) the amount of refunds made to customers, and (iii) any amounts from coupon or discount programs approved by Franchisor for which Franchisee is not reimbursed.

6. DUTIES OF FRANCHISEE

6.1. Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisee, Franchisor, and other franchisees in order to develop and maintain high operating standards, to increase the demand for the services and products sold by all franchisees, and to protect Franchisor's reputation and goodwill.

6.2. An individual designated by Franchisee (the "**Operator**") shall supervise the operation of the Restaurant at all times throughout the Term of this Agreement. The Operator and any replacement Operator shall be first approved by Franchisor, and shall demonstrate to Franchisor's satisfaction (at the time of approval and on a continuing basis) that the Operator satisfies Franchisor's educational, managerial, and business standards, and has the aptitude and ability to conduct, operate, and supervise the Restaurant. Any person designated as the Operator shall maintain such equitable ownership in Franchisee as Franchisor may specify.

6.3. Prior to the Opening Date, Franchisee (or, if Franchisee is a corporation, partnership or other business entity, the Operator, previously approved by Franchisor) and Franchisee's initial management employees and restaurant crew shall attend and successfully complete, to Franchisor's satisfaction, the Initial Training Program and/or such other on-going training program or programs offered by Franchisor. Any management employees or replacement Operators (approved by Franchisor) subsequently employed by Franchisee shall also attend such training programs as required by Franchisor. Franchisee and Franchisee's management employees involved in the operation of the Restaurant shall also attend such refresher courses, seminars, and other training programs as Franchisor may reasonably require from time to time.

6.4. Franchisor shall be responsible for the cost of instructors and materials associated with the Initial Training Program for Franchisee or Franchisee's Operator if the Restaurant is Franchisee's first restaurant operating in the System; provided, however, that Franchisee may be required to bear the cost of other required and optional training courses, materials, seminars, and programs for Franchisee and Franchisee's Operator, as well as Franchisee's management and crew. Franchisee shall always be responsible for any and all expenses incurred by Franchisee and Franchisee's employees in connection with any training courses, seminars, and programs, including, without limitation, the costs of transportation, lodging, meals, wages, and worker's compensation insurance.

6.5. In connection with the opening of the Restaurant, Franchisee shall conduct, at Franchisee's expense, such grand opening promotional and advertising activities as Franchisor may require.

6.6. Franchisee shall use the Restaurant premises, which include, but are not limited to, the Restaurant's building, drive thru, parking lot, and landscaped areas at the Approved Location (the "**Premises**") solely for the operation of the Restaurant; shall keep the Restaurant open and in normal operation for such hours and days as Franchisor may from time to time specify in the Manual or as Franchisor may otherwise require or approve in writing throughout the Term; and shall refrain from using or permitting the use of the Restaurant or the Premises for any other purpose or activity at any time without first obtaining the written consent of Franchisor.

6.7. Franchisee agrees to maintain a competent, conscientious, trained staff in sufficient numbers as required by Franchisor so that Franchisee may promptly service customers, including at least one manager on duty at all times, and to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor may prescribe. Franchisee acknowledges and agrees that Franchisee shall be solely responsible for all employment decisions and functions, including, without limitation, those related to hiring, firing, establishing wages and hour requirements, disciplining, supervising, and record keeping.

6.8. Franchisee shall meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. Franchisee shall furnish to Franchisor, within five (5) days after receipt thereof, a copy of all inspection reports, warnings, citations, certificates, or ratings resulting from inspections of the Restaurant conducted by any federal, state or municipal agency, personnel or representatives. At Franchisor's option, Franchisee must allow Franchisor direct access to health inspection results.

6.9. Franchisee shall at all times maintain the Restaurant in a high degree of sanitation, repair, and condition, and in connection therewith shall make such additions, alterations, repairs, and replacements thereto as may be required for that purpose (but no others without Franchisor's prior written consent), including, without limitation, such periodic repainting or replacement of signs, furnishings, equipment, and decor as Franchisor may reasonably direct.

6.10. At Franchisor's request, which shall not be more often than once every ten (10) years, Franchisee shall refurbish the Restaurant at Franchisee's expense (the "**Mid-Term Upgrade**") to conform to the building design, trade dress, color schemes, and presentation of the Proprietary Marks in a manner consistent with the image then in effect for new restaurants under the System, including, without limitation, remodeling, redecoration, structural changes, and modifications to existing improvements and equipment. The Franchisee must obtain Franchisor's prior written approval as to the exact scope of the Mid-Term Upgrade required for the Restaurant.

6.11. To insure that the highest degree of quality and service is maintained, Franchisee shall operate the Restaurant in strict conformity with such methods, standards, and specifications

as Franchisor may from time to time prescribe in the Manual or otherwise in writing. Franchisee agrees:

6.11.A. To maintain in sufficient supply, and to use and sell at all times when the Restaurant is open for business, ingredients, products, materials, supplies, and paper goods, and to provide or use any designated third-party services, in each case as conform to Franchisor's written standards and specifications, and to refrain from deviating therefrom by the use or offer of any non-conforming items or services without Franchisor's prior written consent;

6.11.B. To sell or offer for sale only such menu items, products, services and related items, including without limitation, promotional and premium items, as have been expressly approved for sale in writing by Franchisor (the "**Products and Services**"); to sell or offer for sale all required menu items and products utilizing such preparation standards and techniques as specified by Franchisor; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any Products and Services which Franchisor may, in its discretion, disapprove in writing at any time.

6.11.C. To purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, decor, and signs as Franchisor shall specify; and to refrain from installing or permitting to be installed on or about the Premises, without Franchisor's prior written consent, any fixtures, furnishings, equipment, decor, signs, or other items not previously approved by Franchisor in writing; and

6.11.D. To refrain from installing or permitting to be installed any vending machine, game or coin operated device, or similar machine or device unless first approved in writing by Franchisor. If approved by Franchisor, revenues associated with such operation shall be included in Gross Sales for the purposes of this Agreement.

6.12. Franchisee shall purchase certain required products, food items, ingredients, supplies, materials, equipment and services ("**Key Products and Services**") used or offered for sale at the Restaurant solely from suppliers or service providers (including manufacturers, distributors, and other sources) who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such Key Products and Services; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier or service provider, and have not thereafter been disapproved. If Franchisee desires to purchase any Key Products or Services from an unapproved supplier or service provider, Franchisee shall submit to Franchisor a written request for such approval. Franchisee shall not purchase Key Products and Services from any supplier or service provider until, and unless, such supplier or service provider has been approved in writing by Franchisor. Franchisor shall have the right to require that Franchisor or its agents be permitted to inspect the supplier's facilities or to perform reasonable due diligence on the service provider, and that samples from the supplier be delivered, either to Franchisor or to an independent laboratory designated by Franchisor for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee or the

supplier/service provider. Franchisor may also require that the supplier or service provider comply with such other requirements as Franchisor may deem appropriate, including payment of reasonable continuing inspection fees and administrative costs. Franchisor reserves the right, at its option, to reinspect or re-evaluate from time to time the facilities and products and services of any such approved supplier or service provider and to revoke its approval upon the supplier or service provider's failure to continue to meet any of Franchisor's then-current standards or criteria. Nothing in the foregoing shall be construed to require Franchisor to approve any particular supplier or service provider, nor to require Franchisor to make available to prospective suppliers or service providers, standards and specifications for formulas or other items that Franchisor, in its sole discretion, deems confidential. Franchisor, its Affiliates, and/or their respective designees may be an approved supplier or service provider for any such Key Products and Services that Franchisee is required to purchase.

6.13. Without limiting the requirements set forth in this Section 6, Franchisee shall comply with Franchisor's requirements and specifications concerning the quality, service, and cleanliness of the Restaurant, the Products and Services sold, offered for sale, or provided at the Restaurant, and the operation of the Restaurant under the System, as those requirements may be specified by Franchisor in this Agreement, in the Manual, or otherwise in writing.

6.14. Franchisee shall permit Franchisor or its agents, at any reasonable time, to remove samples of food or non-food items from Franchisee's inventory, or from the Restaurant, without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether said samples meet Franchisor's then-current standards and specifications. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor or if the sample fails to conform with Franchisor's specifications.

6.15. Franchisee grants Franchisor and its agents the right to enter upon the Premises and/or visit and inspect any locations and equipment from which Franchisee has provided or is providing, storing or maintaining Products and Services to customers or maintaining business records, at any time for the purpose of conducting inspections with or without prior notice. Franchisor shall be permitted to memorialize the inspection through photographs, video, and other comparable technology, and notes, including those taken from interviews with employees and customers. Franchisee shall cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; and, upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, Franchisee shall take such steps as may be necessary to immediately correct any deficiencies detected during any such inspection. Inspections shall not be limited to physical inspections of the Premises but may also include any visit by Franchisor's representative for the purpose of assessing Franchisee's operating systems, support systems or other infrastructure, or Franchisee's overall compliance with this Agreement.

6.16. Franchisee shall require all advertising and promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, menus, and all forms and stationery used in the Franchised Business), and other items which may be designated by

Franchisor to bear the Proprietary Marks in the form, color, location, and manner prescribed by Franchisor.

6.17. Franchisee shall implement and adhere to all changes, additions, and refinements in the System, as may be prescribed by Franchisor from time to time, including, without limitation, the providing of new or different products or services at or from the Restaurant. Franchisee shall promptly undertake all action and make such expenditures as are necessary to implement such changes, including, without limitation, acquiring and installing new equipment, modifying improvements at the Premises, and hiring and training additional personnel.

Franchisee shall comply with all other requirements set forth in this Agreement.

7. TECHNOLOGY AND COMPUTER SYSTEMS

7.1. Before the Opening Date, Franchisee must procure and install, at Franchisee's expense, the computer hardware, software, internet connections and service (including designated bandwidth, speed and functionality), required dedicated cable equipment, cable, telephone, and power lines and other computer-related or point-of-sale related accessories, peripherals and equipment, whether for front of the house or back of the house use, that Franchisor specifies in the Manual or otherwise in writing (the "**Computer and Point of Sale Systems**"). Franchisee must obtain and maintain such high-speed communications access as Franchisor requires for the Computer and Point-of-Sale Systems. Franchisee will also agree to maintain at all times, and to inform/update Franchisor as to, a functioning email address (or such other electronic communications methods as specified by Franchisor) and telephone number for the Franchised Business as well as each authorized signing representative of the Franchisee.

7.2. Franchisee agrees to provide promptly all assistance Franchisor requests or requires to bring the Computer and Point-of-Sale Systems online with Franchisor's computers, networks and systems and to maintain all connections Franchisor requests or requires from time to time. Franchisee agrees to input and maintain in the Computer and Point-of-Sale Systems all data and information which Franchisor prescribes in the Manual, in Franchisor's proprietary software (if any) and related manuals, or otherwise. Franchisor may retrieve from the Computer and Point-of-Sale Systems all information that it considers necessary, desirable or appropriate. If the information cannot be retrieved by Franchisor, Franchisee agrees to provide any information maintained in its Computer and Point-of-Sale Systems as Franchisor may request and shall procure cooperation of third-party service providers/vendors as necessary. Franchisee must accurately, consistently and completely record and provide through the Computer and Point-of-Sale Systems all information concerning the operation of the Franchised Business that Franchisor requires, in the form and at the intervals that Franchisor requires.

7.3. Franchisee agrees to use any proprietary software developed from time to time by or on behalf of Franchisor or its Affiliates. Franchisee must sign, concurrently with the execution of this Agreement, Franchisor's standard form Software License Agreement, Technology Products and Services Agreement and/or other agreements relating to technology and computer systems. Franchisee shall purchase from Franchisor or its designee new, upgraded or substitute proprietary software whenever Franchisor determines in its reasonable discretion it is necessary to support the Restaurant, at the prices and on the terms that Franchisor establishes.

7.4. Franchisee shall, at its expense, keep the Computer and Point-of-Sale Systems in good maintenance and repair. Franchisor may mandate that Franchisee add memory, ports, accessories, peripheral equipment and additional, new or substitute software. Franchisee agrees to install at Franchisee's expense all additions, modifications, substitutions and/or replacements to the Computer and Point-of-Sale Systems' hardware, software, cable, telephone and power lines and related facilities as directed, on the dates and within the times specified by Franchisor, in each case following Franchisor's determination that installation of such items will be beneficial to Franchisee, Franchisor or the System.

7.5. Franchisee understands and agrees that modes of computerization, technology, and communication are rapidly evolving and that, accordingly, Franchisor may require Franchisee at Franchisee's expense to purchase, install and utilize at the Restaurant, or other office or location where the Franchised Business is supported, such hereafter developed modes of computerization, technology, communication, media and/or interfaces as Franchisor determines appropriate. Franchisee shall do so at such time and in such manner as designated in writing by Franchisor.

7.6. Upon termination or expiration of this Agreement, at Franchisor's option, Franchisee must surrender to Franchisor or its designee the Computer and Point-of-Sale Systems in their entirety and in good condition, allowing for normal wear and tear. Franchisor or its designee will pay Franchisee fair market value for the Computer and Point-of-Sale Systems. Franchisee agrees not to disable, expunge any data from, modify or encrypt the Computer and Point-of-Sale Systems prior to surrendering them to Franchisor.

7.7. Franchisee will at all times ensure that only personnel who have been trained and qualified in accordance with the requirements of the Manual or other policies, procedures or guidelines made available by Franchisor will effect transactions on the Computer and Point-of-Sale Systems.

7.8. Franchisor and its Affiliates alone may establish, maintain, modify or discontinue all internet, worldwide web, social media and electronic commerce activities pertaining to the System. Franchisor may establish one or more websites or social media pages accessible through one or more uniform resource locators ("**URLs**"). Any website, social media site or other mode of electronic commerce that Franchisor establishes or maintains may - in addition to advertising and promoting the products, programs or services available at Wendy's restaurants - also be devoted in part to offering Wendy's franchises for sale.

7.9. Franchisor may also establish an intranet, electronic notice board, or other electronic communications vehicle through which downloads of operations and marketing materials (including the Manual), exchanges of franchisee e-mail, System discussion forums and systemwide communications (among other activities) can be effected.

7.10. Unless Franchisee receives Franchisor's prior written approval in accordance with Section 13.5.C of this Agreement, Franchisee may not maintain its own website or social media page; otherwise maintain a presence or advertise on the internet, through social media or in any other mode of electronic commerce in connection with the Franchised Business; establish a link to any website Franchisor establishes at or from any other website or page; or, at any time

establish any other website, social media, electronic commerce, or public-facing digital presence which in whole or in part incorporates the "Wendy's" name, any Wendy's logo, the Proprietary Marks, or any name or logo confusingly similar thereto.

7.11. Franchisor alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website Franchisor establishes and maintains, including any and all materials Franchisee may furnish to Franchisor.

8. PROPRIETARY MARKS

8.1. Franchisor represents with respect to the Proprietary Marks that:

8.1.A. Franchisor has the right to use and license others to use the Proprietary Marks; and

8.1.B. All reasonable steps have been and will be taken to preserve and protect Franchisor's rights in and the validity of the Proprietary Marks.

8.2. With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement, Franchisee agrees that:

8.2.A. Franchisee shall use only the Proprietary Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor;

8.2.B. Franchisee shall use the Proprietary Marks only for the operation of the Restaurant as well as within Franchisor-approved advertising;

8.2.C. Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Franchised Business only under the approved Proprietary Marks without prefix or suffix;

8.2.D. During the Term of this Agreement, Franchisee shall identify itself as the owner of the Franchised Business in conjunction with any use of the Proprietary Marks, including, but not limited to, uses on Franchisee's invoices, order forms, receipts, authorized websites, business cards, vehicles, and contracts, as well as the display of a notice in such content and form and at such conspicuous locations at the Restaurant, websites, any authorized delivery vehicles, and office and other locations as Franchisor may designate in writing;

8.2.E. Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights;

8.2.F. Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Franchisor;

8.2.G. Franchisee shall not use the Proprietary Marks as part of its corporate, partnership, or other legal name, on the internet, or in or as any part of any domain name, website address, or e-mail address; and

8.2.H. Franchisee shall comply with Franchisor's instructions in filing and maintaining any requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability.

8.3. With respect to actual or potential litigation concerning the Proprietary Marks:

8.3.A. Franchisee shall promptly notify Franchisor of any unauthorized use of the Proprietary Marks or marks confusingly similar thereto as well as any challenge to the Proprietary Marks. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole right to direct and control any administrative proceeding or litigation involving the ownership or validity of the Proprietary Marks, including any settlement thereof. Franchisor has the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks;

8.3.B. Provided Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor will defend Franchisee at Franchisor's expense against any third-party claims, suits, or demands related to Franchisee's use of, or right to use the Proprietary Marks; and

8.3.C. In the event Franchisor undertakes the defense or prosecution of any litigation relating to the Proprietary Marks, Franchisee agrees to execute any and all documents and to do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Franchisor agrees to reimburse Franchisee for its out-of-pocket costs in doing such acts and things, except that Franchisee shall bear the salary and related costs of its employees involved in such litigation, and Franchisor shall bear the costs of any judgment or settlement.

8.4. Franchisee expressly understands and acknowledges that:

8.4.A. The Proprietary Marks are valid and serve to identify the System and those who are authorized to operate under the System;

8.4.B. Franchisee shall not directly or indirectly contest the validity or ownership of the Proprietary Marks;

8.4.C. Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, except the rights specifically granted by this Agreement;

8.4.D. Any and all goodwill arising from Franchisee's use of the Proprietary Marks in its franchised operation under the System shall inure solely and exclusively to the benefit of Franchisor and its subsidiaries, and upon transfer, expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks;

8.4.E. The right to use the Proprietary Marks granted hereunder to Franchisee is non-exclusive, and Franchisor thus has and retains the rights, among others:

8.4.E.1. To use the Proprietary Marks in connection with selling the Products and Services;

8.4.E.2. To grant other rights with respect to the Proprietary Marks, in addition to those already granted to existing franchisees; and

8.4.E.3. To develop and establish other systems using the same or similar Proprietary Marks, or any other proprietary marks, and to grant licenses, sublicenses, franchises, or other rights thereto without providing any rights therein to Franchisee.

8.4.F. Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating thereunder if the currently used Proprietary Marks can no longer be used, or if Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks will be beneficial to the System. Franchisee agrees to comply with Franchisor's instructions regarding the substitution of different Proprietary Marks. Franchisor shall not have any obligation to reimburse Franchisee for any expenditures made by Franchisee to modify or discontinue the use of any Proprietary Mark or to adopt additional or substitute marks, including, without limitation, any expenditures relating to advertising, promotional materials or signage.

9. CONFIDENTIAL OPERATIONS STANDARDS MANUAL

9.1. In order to protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Proprietary Marks, Franchisee shall conduct its business in accordance with the Manual, which may take the form of one or more of the following: one or more loose leaf or bound volumes; bulletins, notices; videos; CD-ROMS; other electronic media; on-line postings; e-mail and/or electronic communications; facsimiles; or, any other now or hereafter developed medium capable of conveying the Manual's contents. Franchisee acknowledges having received on loan from Franchisor one copy of the Manual for the Term of this Agreement, which receipt may be obtained through Franchisee accessing the Manual via the internet or website or such other electronic or digital format as may be made available by Franchisor.

9.2. Franchisee shall at all times treat the Manual, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret

and confidential. Franchisee shall not at any time make the same available to any unauthorized person. The Manual shall at all times remain the sole property of Franchisor.

9.3. Franchisor may from time to time revise, update, prescribe additions to and/or deletions from, and otherwise supplement the contents of the Manual through various methods, including without limitation, the issuance of amendments, policy statements, and bulletins, in printed or electronically transmitted form, and Franchisee expressly agrees that it shall inform itself of updates as Franchisor makes them available and that its copy of the Manual is current and up to date. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor at Franchisor's home office (which may be maintained in electronic or digital format) shall be controlling.

10. CONFIDENTIAL INFORMATION

10.1. Franchisee shall not, during the Term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, partnership, association, corporation or other entity any Confidential Information (as defined in Section 10.2). Franchisee shall divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business.

10.2. "**Confidential Information**" means (a) any documents, information or data (including know-how) concerning, relating to or arising from the conduct or operation of the Franchised Business (or any component thereof) and (b) any documents, information or data that is, directly or indirectly, received from or made available by Franchisor or any of its Affiliates or any of its or their respective representatives including, in the case of (a) and (b) above, any such documents, information or data relating to marketing plans and studies, development strategies, financial plans, advertising plans, menu offerings, recipes, trade secrets, product launches, store expansion plans, product development, technology initiatives, plans and tests, profit and loss, cost structure and labor systems; provided, however, Confidential Information shall not include information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor (unless illegally or improperly procured by Franchisee prior to its disclosure) or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others who were lawfully in possession of such information and were under no obligation to maintain its confidentiality.

10.3. Franchisee agrees to take all steps necessary to ensure that the Owners, any Guarantor, the Operator, the Restaurant manager, co-manager and supervisor and any other personnel having access to any Confidential Information related to the Restaurant, the Franchisor or the Franchised Business also comply with the requirements of Section 10.1 above. Franchisor may direct that Franchisee require its Owners, any Guarantor, the Operator, the Restaurant manager, co-managers, and supervisors, and any other personnel having access to any Confidential Information from Franchisor to execute covenants that they will maintain the confidentiality of information they received in connection with their employment by or relationship with Franchisee, during and after termination or expiration of such employment or relationship. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants

with the independent right to enforce them, and Franchisee shall provide copies of such executed covenants to Franchisor upon Franchisor's request. Franchisee acknowledges that any failure to comply with the requirements of this Section 10 will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorney's fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 10.

11. PRIVACY AND DATA PROTECTION

11.1. For the purposes of this Agreement, "**Personal Information**" shall mean any information in any media or format that (i) can be used alone, or in combination with other information within Franchisee's control, to identify, locate or contact an identified or identifiable natural person, (2) that relates to or is linked, or reasonably can be linked, in any way to an identified or identifiable natural person, or (3) otherwise meets the definition of "personal information" or any similarly defined term under applicable Privacy Laws (defined below).

11.2. Franchisee and Franchisor acknowledge that Franchisee is a data controller of Personal Information that Franchisee collects from, or is shared with Franchisee by, any customer or party other than Franchisor and not on Franchisor's behalf, including, but not limited to, Personal Information collected from customers in the Restaurant or from Franchisee employees.

11.3. Notwithstanding the foregoing, Franchisee represents, warrants, and agrees that it will at all times, whether acting as a data controller or processor:

11.3.A. Comply with all applicable international, national, federal, provincial, state, or local laws, codes or regulations that regulate the processing of Personal Information, including, but not limited to, data protection laws, laws regulating marketing communications and/or electronic communications, laws regulating the collection of Personal Information at the point of sale or online, information security laws, regulations or best practices, Payment Card Industry Data Security Standards, and security breach notification laws, regulations or rules (collectively, "**Privacy Laws**"); (ii) comply with all standards, specifications, requirements, criteria, and policies, including but not limited to those set forth in the Manual, that have been and are in the future developed and compiled by Franchisor that relate to Privacy Laws and the privacy and security of Personal Information, or the privacy, protection and security of the systems, networks or software of Franchisor or its Affiliates; including, without limitation, execution of Franchisor's standard form of Data Processing Addendum attached hereto as Exhibit C, or other similar agreement, if applicable;

11.3.B. Refrain from any action or inaction that could cause Franchisor or its Affiliates to breach any Privacy Laws; (iv) do and execute, or arrange to be done and executed, each act, document and thing Franchisor deems necessary in Franchisor's sole discretion to keep Franchisor in compliance with the Privacy Laws in a timely manner; and

11.3.C. Immediately report to Franchisor the actual, attempted or suspected theft or loss of, or unauthorized access to, Personal Information (a "**Security Incident**"). For avoidance of doubt, this also includes notification of any such Security Incident containing Franchisor Personal Information, defined below.

11.4. For any Personal Information that Franchisee receives or collects from Franchisor or processes on Franchisor's behalf, such as when customers place orders at the Restaurant using the Franchisor's mobile app or website ("**Franchisor Personal Information**"), Franchisor and Franchisee acknowledge and agree that Franchisee is a processor of such data, and Franchisee represents, warrants, and agrees that it will:

11.4.A. Collect, use, process, store, retain and disclose such Franchisor Personal Information only to the extent, and in such a manner, as is necessary for the purposes of operating the Franchised Business;

11.4.B. Franchisee will, at its own cost, implement and comply with a comprehensive information security program that is reasonable and appropriate and complies with Privacy Laws and the Manual;

11.4.C. Provide to Franchisor, at Franchisor's request, all information in its possession necessary to demonstrate Franchisor's compliance with this Section 11 and Privacy Laws;

11.4.D. Allow, and cooperate with, reasonable assessments by Franchisor, or Franchisor's designated assessor (or a qualified and independent assessor arranged for by the Franchisee) to conduct an assessment of the Franchisee's policies and technical and organizational measures in support of the obligations under this Section 11 and Privacy Laws, using an appropriate and accepted control standard or framework and assessment procedure for such assessments, and provide the report of such assessment to Franchisor upon request;

11.4.E. Delete or return all Franchisor Personal Information upon termination or expiration of the Agreement or as otherwise instructed by Franchisor;

11.4.F. If Franchisee engages any subcontractors to handle Franchisor Personal Information (each such subcontractor, a "**Subprocessor**"), Franchisee will notify Franchisor of the engagement and such engagement shall be governed by a written agreement binding the Subprocessor to comply with terms equivalent to those contained in this Section 11 as it pertains to Franchisor Personal Data;

11.4.G. Promptly notify Franchisor if it receives a request from an individual regarding Franchisor Personal Information, including a request to exercise a right under Privacy Laws, and Franchisee shall await instructions from Franchisor concerning whether, and how, to respond to such a request, and shall assist Franchisor in fulfilling Franchisor's obligations to respond to such requests, including at minimum, maintaining the ability to access, modify, remove from processing, or irrevocably delete or destroy the Personal Information of an individual when requested by Franchisor;

11.4.H. Assist Franchisor in meeting its obligations in relation to the security of Franchisor Personal Information;

11.4.I. Assist Franchisor in meeting its obligations in relation to the notification of any Security Incident;

11.4.J. Provide any necessary information to enable Franchisor to conduct and document any required data protection assessments; and

11.4.K. Limit access to Franchisor Personal Information to only those employees and consultants of Franchisee who need to have access to the Personal Information, and will ensure that each such employee, consultant or other person is bound to a written duty of confidentiality in regard to such Franchisor Personal Information.

11.5. Franchisee and Franchisor acknowledge that, Franchisee shall only process Franchisor Personal Information solely to operate the Franchised Business in accordance with the terms of this Agreement, and only for the duration of the Term. Franchisor Personal Information may include, but is not limited to, information about Franchisor and Franchisee's customers and prospective customers, including such person's names, contact information, address, internet or app activity, and buying habits and history.

12. ACCOUNTING AND RECORDS

12.1. Franchisee shall maintain during the Term of this Agreement, and shall preserve for at least three (3) years from the dates of their preparation, full, complete, and accurate books, records, and accounts related to the Franchised Business in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise in writing.

12.2. Franchisee shall prepare and maintain a business plan and operating budget in the manner prescribed by Franchisor, reflecting such information as Franchisor may specify, which may include, without limitation, operational data, personnel expense information, factors related to the costs of goods sold, capital expenditures, refurbishment plans, and revenue projections. Franchisee shall submit such business plan and operating budget to Franchisor at such times and places and in such form as may be prescribed by Franchisor.

12.3. Franchisee shall submit to Franchisor, no later than the fifteenth (15th) day of each month during the Term of this Agreement, in a format and manner specified by Franchisor, monthly royalty and Gross Sales reports, and such other reports as Franchisor may require. Franchisor reserves the right to require Franchisee to file the monthly reports electronically or through any now or hereafter developed mode of communication and/or data transmission. Franchisor shall have electronic remote access to Franchisee's Computer and Point-of-Sale Systems and may elect to pull these reports in connection with its rights to access information from the Computer and Point-of-Sale Systems. Upon Franchisor's request, Franchisee shall submit copies of all federal, state and local sales and use tax returns for the Franchised Business to Franchisor.

12.4. Franchisee shall, at its expense, provide to Franchisor, in a format specified by Franchisor, and in accordance with generally accepted accounting principles, a complete annual financial statement (including, without limitation, a profit and loss statement, cash flow statement and balance sheet), on a review basis, prepared by an independent certified public accountant satisfactory to Franchisor, within one-hundred and twenty (120) days after the end of each fiscal year of the Franchised Business showing the results of operations of the Franchised Business and the results of operations for any entity affiliated with the Franchised Business during such fiscal year. Franchisor reserves the right to require Franchisee to provide, at Franchisee's expense, an audited annual financial statement, prepared by an independent certified public accountant satisfactory to Franchisor.

12.5. Franchisor reserves the right to require Franchisee, at Franchisee's expense, to provide to Franchisor, in a format specified by Franchisor, quarterly or semi-annual financial statements (as described in Section 12.4 above), certified by an officer or accountant of Franchisee (and if specifically required by Franchisor, certified by an independent certified public accountant), and such other information as Franchisor may reasonably specify, showing the results of operations of the Franchised Business and the results of operations for any entity affiliated with the Restaurant during such period. Franchisee shall submit such reports within forty-five (45) days following the end of each quarter or six-month period of each fiscal year of the Franchised Business during the Term.

12.6. Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, information, and data as Franchisor may reasonably require, including, but not limited to, financial statements of each Franchisee and each Guarantor, in the form and at the times and places reasonably required by Franchisor, and all electronic and/or written information maintained in any bookkeeping/accounting and management information systems, upon Franchisor's request and as specified from time to time in the Manual or otherwise in writing. Franchisor reserves the right to require each Franchisee and each Guarantor to submit their respective federal and state income tax returns to Franchisor for review. Franchisee agrees that Franchisor may, and specifically grants Franchisor the right to, divulge any and all information submitted by Franchisee pursuant to this Section 12 or otherwise pertaining to Franchisee to third-party financing or lending sources being considered by Franchisee.

12.7. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, and tax returns of Franchisee. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If an inspection should reveal that any payments to Franchisor or any affiliate have been understated in any report to Franchisor, or if Franchisee fails to expend any monies required under this Agreement, then Franchisee shall immediately pay the amount understated, or expend the amount required, upon demand by Franchisor. In addition, Franchisee shall pay interest on the understated amount from the date such amount was due until paid, at the rate to be determined by Franchisor from time to time, or the maximum rate permitted by law, whichever is less. If an inspection discloses an understatement in any report of two percent (2%) or more, or an underpayment of required expenditures (including, without limitation, royalties or Advertising Contribution due pursuant to the Agreement) of two percent (2%) or more, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wage expenses, and

reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Franchisor may have under this Agreement or otherwise.

13. ADVERTISING

Recognizing the value of advertising, and the importance of the standardization of advertising programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

13.1. Franchisor shall have the right to require Franchisee to expend on advertising and promotion, or to participate in and contribute for the purpose of advertising and promotion, each month during the Term, the Advertising Contribution, or such greater amount as provided for in Section 13.2 hereof, all in such manner as Franchisor may direct from time to time, subject to the following:

13.1.A. For so long as WNAP (or any successor entity designated by Franchisor) is in existence as an advertising and promotional fund for the System, Franchisee shall contribute to WNAP on a monthly basis such amount of the Advertising Contribution as may be specified by Franchisor from time to time in the Manual or otherwise in writing, which amount shall not be less than fifty percent (50%) of the Advertising Contribution, nor greater than eighty-seven and one-half percent (87.5%) of the Advertising Contribution;

13.1.B. Franchisee shall spend, for the purpose of local advertising and promotion, on a monthly basis, such amounts of the Advertising Contribution as may be specified by Franchisor from time to time in writing, which amounts shall not be less than twelve and one-half percent (12.5%) of Franchisee's Advertising Contribution. Franchisee's expenditures for local advertising and promotion shall be made in accordance with Section 13.3 hereof; and

13.1.C. If an advertising and marketing Cooperative (as defined in Section 13.4) is established for Franchisee's region, Franchisor may specify the amount of the Advertising Contribution that Franchisee shall contribute to the Cooperative each month; provided, however, that Franchisee's contribution to the Cooperative shall be credited towards satisfaction of the obligations required by Section 13.1.B hereof, and shall be made in accordance with the provisions set forth in Section 13.4 hereof.

13.2. Franchisor reserves the right (i) to increase the Advertising Contribution specified in Section 13.1 at any time to an amount not in excess of five percent (5%) of Franchisee's Gross Sales, (ii) to change the contributions to WNAP outside the range specified in Section 13.1.A, and (iii) to reduce the minimum expenditures specified in Section 13.1.B; provided, however, that Franchisor may require any of such changes only upon obtaining an affirmative vote representing seventy-five percent (75%) or more of all restaurants in the United States operating in the System (whether operated by Franchisor and/or any of its Affiliates or by its franchisees.

13.3. All local advertising and promotion by Franchisee shall be in such media, and of such type and format as Franchisor may approve; shall be conducted in a dignified manner; and, shall conform to such standards and requirements as Franchisor may specify. Franchisee shall

not use any advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 13.7 hereof.

13.3.A. As used in this Agreement, spending on "**local advertising and promotion**" which may be credited toward Franchisee's Advertising Contribution as set forth under Section 13.1.B shall be advertising and promotion related directly to the Restaurant, and shall consist only of the following: (i) advertising and media - the direct costs of measurable media for television (broadcast and cable), radio, digital, and outdoor (billboard or transit), including space or time charges; (ii) promotions - the direct costs of market-wide efforts to stimulate trial, increase frequency of purchase or increase average amounts of purchase, including direct costs of advertising production, and the direct costs of in-store materials, including window signs, counter signs and other promotional signs; (iii) direct out-of-pocket expenses – the direct costs incurred by a Cooperative (as defined in Section 13.4) for agency planning, selection, placement and production, and any retainer fee, in addition to the directly related expenses incurred by a Cooperative approved by Franchisor and related to the cost of advertising and marketing for agency travel expense, postage, post-buy analysis, shipping, meeting room charges, telephone and photocopying, travel expenses for attendance by Cooperative representatives at regional or national meetings when approved by Franchisor, and legal and accounting fees; and (iv) such other activities and expenses as Franchisor in its sole discretion may specify.

13.3.B. Franchisor may specify the types of expenditures and costs which shall not qualify as "local advertising and promotion." Franchisee understands and agrees that the definition of local advertising and promotion set forth above shall not, however, include, and Franchisee shall not include in its report of the amounts expended on advertising and promotion, any costs or expenses incurred by Franchisee in connection with any of the following: (i) incentive programs, including the cost of honoring coupons; (ii) market-wide or other research that is not conducted by a professional marketing research firm approved in writing by Franchisor; (iii) food costs incurred in, or price reductions associated with, any promotion; (iv) salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities; (v) charitable, political or other contributions or donations; (vi) in-store materials consisting of fixtures or equipment; (vii) any entertainment or related expenses for travel, meals and the like; (viii) any fees paid to parties who are not professional consultants, counselors or advisors previously approved in writing by Franchisor in marketing, advertising, public relations, promotion or associated efforts; (ix) seminar and educational costs and expenses of employees of Franchisee; (x) mystery shops; (xi) customer feed-back – i.e., 1-800-customer call-in numbers; and (xii) such other items as Franchisor shall determine in its discretion.

13.3.C. Franchisee understands and acknowledges that the required contributions and expenditures set forth in this Section 13 are minimum requirements only, and that Franchisee may, and is encouraged by Franchisor to, expend additional funds for local advertising and promotion, where appropriate.

13.4. Any regional advertising pertaining to the Franchised Business, and any local advertising which Franchisor may specify as inconsistent with the provisions of Section 13.3 pertaining to individual restaurant advertising and promotion, shall be conducted by and through a regional advertising cooperative ("**Cooperative**") established or required to be established by Franchisor for that purpose. Franchisor shall have the right, in its discretion, to designate any geographical area for purposes of establishing a Cooperative, and Franchisee agrees to take appropriate steps to establish and participate in such Cooperative if required to do so by Franchisor. If a Cooperative for the geographic area in which the Restaurant is located has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately be bound by the obligation to become a member of such Cooperative under the terms of the then-existing Cooperative agreement. If a Cooperative for the geographic area in which the Restaurant is located is established during the Term of this Agreement, Franchisee shall immediately become a member of such Cooperative, and shall take all steps necessary to become a member of such Cooperative. In no event shall Franchisee be required to be a member of more than one Cooperative with respect to the Restaurant. The following provisions shall apply to each such Cooperative:

13.4.A. Each Cooperative shall be organized and governed in a form and manner approved by Franchisor in writing, and shall commence operations on a date specified by Franchisor. Any disputes arising among or between Franchisee, other franchisees in the Cooperative, and/or the Cooperative, shall be resolved by Franchisor, whose decision shall be final and binding on all parties;

13.4.B. Each Cooperative shall be organized for the exclusive purpose of administering regional advertising programs, and developing, subject to Franchisor's approval, standardized promotional materials for use by its members in local advertising and promotion;

13.4.C. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without the prior approval of Franchisor, pursuant to the procedures and terms as set forth in Section 13.7. hereof;

13.4.D. Franchisee shall submit its required contribution to the Cooperative at such times as determined by the Cooperative, but no later than the last day of each month on Gross Sales for the preceding calendar month, together with such other statements or reports as may be required by Franchisor, or by the Cooperative with Franchisor's prior written approval;

13.4.E. Franchisor shall, for each of the restaurants operated by Franchisor under the System which are located in a geographic area for which a Cooperative has been established, make contributions to the applicable Cooperative on the same basis as contributions required of comparable franchisees who are members of such Cooperative; and

13.4.F. Franchisor, in its sole discretion, may grant to any franchisee an exemption for any length of time from the requirement of membership in a Cooperative, or from the requirement to pay all or a portion of the contribution (described in

Section 13.1.B.) to the Cooperative upon written request of such franchisee stating reasons supporting such exemption. Franchisor's decisions concerning such request for exemption shall be final. If an exemption is granted to a franchisee, such franchisee shall be required to expend an amount equal to the exempted portion of the contribution for local advertising in accordance with and as may be required in Sections 13.1.B and 13.3 hereof.

13.5. To the extent permitted by the organizational and operational documents of WNAP, WNAP shall be maintained and administered by Franchisor, as follows:

13.5.A. Franchisor or its designee shall direct all advertising programs, with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that WNAP is intended to maximize general public recognition, acceptance, and use of the System; and that Franchisor and its designee are not obligated, in administering WNAP, to make expenditures for the benefit of Franchisee which are equivalent or proportionate to Franchisee's contribution, to ensure that any particular franchisee or group of franchisees benefits directly or pro rata from expenditures by WNAP, or to spend in a geographic location in proportion to contributions submitted from Franchisee or a group of franchisees within that location;

13.5.B. WNAP, all contributions thereto, and any earnings thereon, shall be used exclusively to meet any and all costs of maintaining, administering, directing, conducting, and preparing advertising, marketing, public relations and promotional programs and materials, and any other activities which Franchisor believes will enhance the image of the System, including, among other things, the costs of preparing and conducting media advertising campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising or public relations agencies to assist therein; purchasing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs; and providing promotional and other marketing materials and services to the restaurants operated under the System. WNAP may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by Franchisor, which products, services, or improvements Franchisor determines, in its sole discretion, will promote general public awareness and favorable support for the System;

13.5.C. Franchisee acknowledges and agrees that any internet websites, e-mail addresses, or other means of electronic advertising or commerce created and/or operated by or on behalf of Franchisor shall be deemed advertising under this Agreement and may be paid for by WNAP contributions or allocated to local marketing contributions as appropriate in Franchisor's discretion. Any internet websites, internet domain name, or other electronic address which Franchisee wishes to register, create, and/or operate and any digital advertising which contains any reference to the System, any Proprietary Mark, or the Franchised Business shall be subject to Franchisor's prior written approval, which approval may be conditioned upon the use of third-party agencies and vendors to assist with website, digital or other electronic advertising. In the event such permission is

given, it may thereafter be withdrawn. If required by Franchisor, Franchisee shall cease operating its own website, shall establish its website as part of any other website which Franchisor may prescribe, and/or shall establish electronic links to such websites as Franchisor may prescribe. Franchisee shall comply with Franchisor's standards and specifications for electronic advertising and commerce, including, without limitation, those in relation to the use and display of the Proprietary Marks and any copyrighted materials;

13.5.D. Franchisee shall contribute to WNAP by payments directed to WNAP in the format directed by Franchisor. All sums paid by Franchisee to WNAP shall be maintained in an account separate from the other monies of Franchisor and shall not be used to defray any of Franchisor's expenses, except for such reasonable costs and overhead, if any, as Franchisor may incur in activities reasonably related to the administration, direction, and implementation of WNAP and advertising programs for franchisees and the System, including, among other things, costs of personnel for creating and implementing advertising, merchandising, promotional and marketing programs and administration of WNAP funds. WNAP and its earnings shall not otherwise inure to the benefit of Franchisor. Franchisor shall maintain separate bookkeeping accounts for WNAP;

13.5.E. Franchisor and its Affiliates shall, for each of the restaurants operated by Franchisor and its Affiliates under the System, make contributions to WNAP on the same basis as contributions required of comparable franchisees within the System;

13.5.F. It is anticipated that all contributions to and earnings of WNAP shall be expended for advertising and promotional purposes during the taxable year within which the contributions and earnings are received. If, however, excess amounts remain in WNAP at the end of such taxable year, all expenditures in the following taxable year(s) shall be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions;

13.5.G. The contributions to and earnings of WNAP are not and shall not be an asset of Franchisor. A statement of the operations of WNAP as shown on the books of Franchisor shall be prepared annually by an independent public accountant selected by Franchisor and shall be made available to Franchisee upon request; and

13.5.H. The following provisions apply to Franchisor's Affiliates' role in regards to WNAP:

> 13.5.H.1. Although WNAP is intended to be of perpetual duration, Wendy's International, LLC, an Affiliate of Franchisor ("**WIL**"), through its management agreement with Franchisor, shall have the right to terminate WNAP; provided, however, that if WIL terminates WNAP, WIL shall designate a successor entity to perform functions comparable to those performed by WNAP and shall otherwise comply with this Agreement. WNAP shall not be terminated, however, until all monies in WNAP have been expended for advertising and

promotional purposes, or otherwise disbursed to the System in accordance with WNAP's Articles of Incorporation.

13.5.H.2. Franchisee currently possesses the following rights and benefits with respect to participation in the governance of WNAP (collectively, the "**Rights and Benefits**"): election by franchisees of franchisee representatives to the governing board of WNAP; appointment by WIL of at-large franchisee representatives to the governing board of WNAP; and provision for voting rights of all franchisee representatives on the governing board of WNAP in the event of a "**change in control**" as defined in WNAP's Articles of Incorporation and Code of Regulations.

13.5.H.3. Franchisor agrees that, so long as WNAP remains in existence, WIL shall not exercise its rights to amend the Articles of Incorporation or Code of Regulations of WNAP in any manner which would eliminate or materially alter the Rights and Benefits of Franchisee.

13.5.H.4. In the event that WIL creates a successor entity to WNAP, Franchisor agrees that Franchisee shall possess the same Rights and Benefits with respect to participation in the governance of such successor entity, and in furtherance thereof, Franchisor agrees to the following: the number of elected franchisee representatives shall constitute at least twenty-five percent (25%) of the governing board of the successor entity; the number of at-large (appointed) franchisee representatives shall not exceed the number of elected franchisee representatives; and the total number of elected franchisee representatives plus at-large franchisee representatives shall constitute at least fifty percent (50%) of the aggregate number of all members of the governing board of the successor entity.

13.6. Franchisor shall make available to Franchisee from time to time, at Franchisee's or WNAP's expense (at Franchisor's discretion), advertising plans and promotional materials, which may include printed material, video assets, coupons, merchandising materials, sales aids, special promotions, direct mail materials, digital advertising materials and files, community relations programs, and similar advertising and promotional materials.

13.7. For all advertising and promotional plans which require Franchisor's approval prior to use, as set forth in Sections 13.3 and 13.4, Franchisee or the Cooperative, where applicable, shall submit samples of such plans and materials to Franchisor for Franchisor's prior written approval at least fifteen (15) days in advance of their anticipated usage, if such plans and materials have not been prepared or previously approved by Franchisor. If written approval is not received by Franchisee or the Cooperative from Franchisor within fifteen (15) days of the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have disapproved them.

13.8. Franchisee shall honor all coupons, discounts, gift cards, loyalty program cards (if any), and gift certificates, whether to be sent through direct mail, written advertising materials, or through on-line or electronically available coupon offers, codes and/or discounts, as reasonably

specified by Franchisor and in accordance with procedures specified by Franchisor in the Manual or otherwise in writing.

14. INSURANCE

14.1. Prior to the commencement of any activities or operations pursuant to this Agreement, Franchisee shall procure and maintain in full force and effect during the Term of this Agreement, at Franchisee's expense, the following insurance policies in connection with the Restaurant or other facilities on the Premises, or by reason of the construction, renovation, remodel, reimaging, operation, or occupancy of the Restaurant or other facilities on the Premises. Such policy or policies shall be written by an insurance company or companies reasonably satisfactory to Franchisor, and shall include, at a minimum the following (with such types of insurance coverages, minimum policy limits and coverage terms as may reasonably be specified from time to time by Franchisor in the Manual or otherwise in writing, including, without limitation, any insurance guidelines and policies made available by Franchisor):

14.1.A. Commercial general liability insurance;

14.1.B. All risk property insurance on a replacement cost basis, to the full value of the Restaurant and all improvements in or about the Premises, and including business interruption coverage;

14.1.C. Business automobile liability insurance, including combined single limit bodily injury and property damage coverage for any auto, vehicle, or mobile equipment operated by Franchisee;

14.1.D. Umbrella excess liability insurance;

14.1.E. Cyber risk insurance; and

14.1.F. Workers' compensation insurance and employer's liability insurance, as well as such other disability benefits type insurance as may be required by statute or rule of all states in which the Franchisee conducts operations in relation to this Agreement.

14.1.G. Franchisor reserves the right to require other types of insurance and endorsements pursuant to Franchisor's then-existing guidelines and/or policies as may be provided by Franchisor from time to time in the Manual or otherwise in writing. Franchisor may, from time to time, and in its sole discretion, make such changes in minimum policy limits as it may determine. Notwithstanding the foregoing, Franchisor reserves the right to require Franchisee to maintain insurance (of such types, and in such amounts as Franchisor may specify) to reflect any particular circumstances or situations affecting Franchisee or the Restaurant and to participate in Franchisor-directed insurance programs that provide for a particular type of coverage on an individual, multiple-franchisee and/or system-wide basis. Franchisee's procurement of certain policies may be obtained through participation in Franchisor-directed insurance programs, as such programs may be identified and required by Franchisor from time-to-time. Franchisor may require payments for insurance coverage premiums be made directly to Franchisor or its designee in connection with any designated insurance programs.

14.2. In connection with all significant construction, renovation, reimaging, or remodeling of the Restaurant during the Term hereof, Franchisee will cause the general contractor, its subcontractors, and any other contractor to effect and maintain at the general contractor's and each other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth by Franchisor in the Manual or otherwise in writing, and which are written by insurance or bonding companies satisfactory to Franchisor.

14.3. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall be through primary, and not contributory with or excess over any insurance or self-insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve Franchisee of liability under the indemnity provisions set forth in Section 21.4. of this Agreement.

14.4. On or prior to the time any insurance is first required to be carried by Franchisee, and thereafter within ten (10) days subsequent to the expiration of any such policy, and/or within ten (10) days of Franchisor's request, Franchisee shall deliver to Franchisor, a new or renewal certificate of insurance in such format and manner as Franchisor may require. As identified by Franchisor in writing from time to time in its guidelines and policies, the certificates for certain policies (currently, commercial general liability, umbrella excess liability, and cyber risk insurance) shall name Franchisor, and each of its Affiliates, directors, agents, and employees as additional insureds and in the case of property insurance, such parties shall be named as an additional interest and loss payee. These certificates shall expressly provide that any interest of such parties shall not be affected by any breach by Franchisee of any policy provisions for which such certificates evidence coverage. All certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given to Franchisor in the event of material alteration to cancellation of, or non-renewal of the coverages evidenced by such certificates. Such prior written notice shall be sent to Franchisor by certified mail as provided in Section 24 hereof.

14.5. Should Franchisee fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Franchisor, at its option, but without obligation to do so, may, upon five days' notice to Franchisee, cure such failure, and any sums so expended by Franchisor, together with Franchisor's reasonable administrative expenses in connection therewith, shall thereafter be due from and payable by Franchisee.

14.6. The insurance requirements set forth herein shall not, nor do such requirements, limit Franchisee's liability under this Agreement to the amounts of such insurance.

15. TRANSFER OF INTEREST

15.1. Franchisor's Right to Transfer. Franchisor shall have the right to transfer or assign this Agreement or all or any part of its rights or obligations under this Agreement to any person or legal entity. Franchisee agrees to consent to any such transfer and to provide and/or execute any documents necessary or required by Franchisor to give effect to the transfer. Further, Franchisee agrees that, from the date of such assignment, the assignee of Franchisor

shall be solely responsible for those obligations of Franchisor which have been assigned to said assignee arising thereafter under this Agreement.

15.2. Prohibitions to Transfer. Franchisee understands and acknowledges that Franchisor has entered into this Agreement in reliance on the business skill, financial capacity, and personal character of Franchisee and any Guarantor (or if Franchisee or any Guarantor is a business entity, the owners of any direct or indirect interest in Franchisee or Guarantor). If Franchisee or any Guarantor is a corporation, partnership, or other business entity, all owners of any direct or indirect interest in Franchisee or any Guarantor are set forth in Exhibit A ("**Owners**"). Accordingly, without the prior written consent of Franchisor and without first complying with Franchisor's right of first refusal pursuant to Section 15.5 below:

15.2.A. Neither Franchisee nor any Owner shall assign, transfer, pledge, issue, redeem, or otherwise encumber this Agreement, any of the rights or obligations of Franchisee under this Agreement, the Franchised Business, the Restaurant, any direct or indirect interest in Franchisee, Franchisee's rights to use the System, the Proprietary Marks, any Confidential Information and/or the Manual, or any material asset used in the Franchised Business (all collectively referred to as "**Transfers**");

15.2.B. Franchisee shall not issue any securities or other equity interests; and

15.2.C. Guarantor shall not violate the provisions of the Guaranty (as defined in Section 27) regarding Transfers.

Further, no Transfer shall be effective unless and until such Transfer complies with all the terms and conditions of this Agreement, including without limitation Section 15.

15.3. If Franchisee or Guarantor is a business entity, then for the purposes of this Agreement, the term "Transfer", as it relates to a direct or indirect interest in Franchisee or Owner, is limited to the assignment, transfer, pledge, issuance or redemption in the aggregate, whether in one or more transactions, of more than 20% of the voting power or (as applicable) the capital stock, partnership interest, membership interest or any other type of ownership interest in the Franchisee or Guarantor entity (or any lesser percentage that is sufficient to control the Franchisee or Guarantor entity or the Franchised Business, as the term "control" is most broadly defined by any United States or state securities and/or corporate and/or partnership law) to any individual or entity who is not a business entity owned, controlled and composed solely of such individuals in the same proportionate ownership interest as each such individual had in Franchisee or Guarantor before the Transfer, as set forth in Exhibit A.

15.3.A. Notwithstanding the foregoing, Franchisee and/or Guarantor agrees to comply with the following requirements at Franchisor's option:

15.3.A.1. Franchisee and/or Guarantor agree to immediately report to Franchisor all such assignments, transfers, pledges, issuances or redemptions of ownership that cause any variance in the structure set forth in Exhibit A, even if less than 20%, in accordance with the procedures set forth by Franchisor in the Manual or otherwise in writing;

15.3.A.2. Franchisee and/or Guarantor agree that it, and any of its new owners, shareholders, members, partners (etc.), shall comply with Franchisor's restrictions relative to involvement in any business which competes with the Restaurant and any requirements regarding Confidential Information, including, as Franchisor deems necessary, execute Franchisor's form of non-competition and/or non-disclosure agreement;

15.3.A.3. Franchisee and/or Guarantor agree that it, and any of its new owners, shareholders, members, partners (etc.), shall successfully complete Franchisor's standard background check process and possess good moral character, business reputations, and credit ratings to Franchisor's reasonable satisfaction.

15.4. Conditions to Transfer. Without limiting Franchisor's rights under any applicable law, Franchisor shall not unreasonably withhold the consent required by Section 15.2, as modified by Section 15.3 and 15.5; provided, however, that Franchisor shall have the absolute right to require any or all of the following (among others) as conditions of its consent:

15.4.A. Prior to the proposed Transfer, Franchisee and the Proposed Franchisee (for purposes of this Agreement, the term "**Proposed Franchisee**" shall include all individuals and entities, which after the proposed Transfer, will be Franchisees under this Agreement or under any successor Agreement) shall demonstrate to Franchisor's satisfaction that subsequent to the Transfer, the Proposed Franchisee, the Owners of Proposed Franchisee (if the Proposed Franchisee is a corporation, partnership or other business entity) and any guarantors of the Proposed Franchisee, will (i) meet Franchisor's educational, managerial, and business standards; (ii) possess good moral character, business reputations, and credit ratings; (iii) have the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise); (iv) have the organizational, managerial and financial structure and resources to operate the Restaurant properly, taking into account such factors as (among others) the number of Wendy's Branded Restaurants and market areas involved and their geographic proximity to each other and to the Proposed Franchisee's current location; (v) comply with Franchisor's ownership requirements relative to the control of the Proposed Franchisee and the Restaurant; (vi) comply with Franchisor's restrictions relative to involvement in any business which competes with the Restaurant or any Competing Business as defined in Section 18.2; and (vii) have adequate financial resources and capital to operate the business, all in such manner, in accordance with such standards and upon satisfaction of such conditions as indicated from time to time by Franchisor's Transaction Policy, the current copy of which Franchisee acknowledges having received and which is incorporated into this Agreement by reference ("**Transaction Policy**"), and other written policies adopted and announced by the Franchisor;

15.4.B. Transfers to existing franchisees (or to owners of franchisees) in the System may be subject to conditions materially different from or in addition to conditions with respect to other transfers, which conditions may be set out from time-to-time in Franchisor's Transaction Policy adopted and announced by Franchisor. Franchisor reserves the right to disapprove a Transfer based upon (without limitation) any of the

following: (i) the current geographic scope and proximity of the Proposed Franchisee's operations; (ii) the physical and operational condition, opportunities and obligations present in the Proposed Franchisee's existing Wendy's Branded Restaurants; (iii) the opportunities for development or acquisition of Wendy's restaurants in Proposed Franchisee's existing market(s); (iv) the Proposed Franchisee's compliance with its existing franchise agreement(s) and System initiatives; (v) the Proposed Franchisee's engagement with the Proposed Franchisee's existing Wendy's restaurants and market(s); (vi) the financial and operational performance metrics utilized by Franchisor in determining the expandability of the Proposed Franchisee in relation to the proposed transaction; and (vii) the period of time since the Proposed Franchisee last acquired restaurants and the extent to which the Proposed Franchisee has properly assimilated those restaurants into its organization and eliminated issues arising from or related to such previous acquisition; and (viii) the Proposed Franchisee's organizational structure and support to absorb additional restaurants. Franchisor reserves the right to disapprove any proposed Transfer the result of which would be, in the sole opinion of Franchisor, a disproportionately large ownership of Wendy's Branded Restaurants by the Proposed Franchisee compared with the number of restaurants operated by Franchisor or all franchisees in the System;

15.4.C. All of Franchisee's accrued monetary obligations and all other outstanding obligations of Franchisee to Franchisor and its Affiliates, and to any advertising Cooperative shall have been fully satisfied, including, without limitation, compliance with all covenants, undertakings, performance, and operating standards required by this Agreement, any amendment hereof or successor agreement hereto, or any other agreement between Franchisee and Franchisor or its Affiliates;

15.4.D. If Franchisor requests, the Franchisee or Proposed Franchisee, at their own expense, shall modify the Restaurant to conform to the then-current standards and specifications of System restaurants, and shall complete the modifications prior to the transfer or within the time subsequent to the transfer specified by Franchisor;

15.4.E. If Franchisee or Proposed Franchisee is a corporation, partnership, or other business entity, Franchisor may require that any individuals who are liable under this Agreement as Franchisees or Guarantors shall together own not less than fifty-one percent (51%) of any Franchisee or Proposed Franchisee and have not less than fifty-one percent (51%) voting control of any Franchisee or Proposed Franchisee;

15.4.F. Employees of the Restaurant shall successfully complete any training programs then in effect for such employees under the System, on such terms and conditions as Franchisor may reasonably require;

15.4.G. Franchisor shall receive a transfer fee of Five Thousand Dollars ($5,000), or such greater amount as may be necessary to reimburse Franchisor for its legal, accounting, and other expenses incurred in connection with the transfer;

15.4.H. Franchisee, the Proposed Franchisee, all Guarantors of the obligations of Franchisee, and all guarantors of the obligations of the Proposed Franchisee under this

Agreement or any successor agreement shall have executed a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its past and present officers, directors, shareholders, subsidiaries, Affiliates, and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances, arising prior to the effective date of Franchisor's written consent;

15.4.I. The Proposed Franchisee shall execute the standard form franchise agreement then being offered to new System franchisees, and such other ancillary agreements as Franchisor may require for the Franchised Business, which agreements shall supersede this Agreement in all respects, and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty rate and advertising contribution; provided, however, that the Proposed Franchisee shall not be required to pay any initial franchise fee;

15.4.J. Notwithstanding the execution of the standard form franchise agreement by the Proposed Franchisee pursuant to Section 15.4.I, Franchisee, the Proposed Franchisee, any Guarantors of the obligations of the Franchisee, and any guarantors of the Proposed Franchisee shall be and remain liable following the effective date of the transfer for all obligations of Franchisee to Franchisor under this Agreement which arose in connection with the Franchised Business prior to the effective date of the transfer (including any obligation to indemnify the Franchisor and any obligations that by their nature survive the termination of this Agreement, e.g., confidentiality and non-competition provisions), and shall execute any and all documents reasonably requested by Franchisor to further evidence such liability; and

15.4.K. Franchisor has the absolute right to require any Owners or other parties having an interest in Franchisee, the Proposed Franchisee, the Premises or the Franchised Business to execute Franchisor's Guaranty agreement as referenced in Section 25.2.

15.5. Franchisor's Right of First Refusal. In the event Franchisee or any Owner desires to accept any *bona fide* offer from a third party to directly or indirectly purchase all or any part of Franchisee's or an Owner's ownership interest in Franchisee as shown in Exhibit A, any interest in the Franchise Agreement such that the purchase of the interest would meet the requirements of a Transfer set out in Section 15.3, or any asset material to the operation of the Franchised Business, the seller shall notify Franchisor in writing of each such offer, and shall provide to Franchisor such information and documentation relating to the offer and the prospective purchaser as Franchisor may require, including, but not limited to, all material information provided to the prospective purchaser by the seller, which such notice and documentation may be provided through submitting required information to Franchisor's designated electronic communications vehicle as identified by Franchisor. Franchisor shall have the right and option, exercisable within forty-five (45) days after receipt by Franchisor of all such written notification and all other information required by Franchisor, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions as those offered by the prospective purchaser. The information to be supplied by the seller and required by Franchisor shall be accompanied by (i) a written representation and warranty from seller that seller has provided Franchisor with all of the information required under this

Section 15.5, and that such information is true, accurate, and complete; and (ii) if the seller is not an individual, an appropriate resolution of the seller's board of directors (or other applicable owners, investors, or the like) approving the proposed sale, or other evidence satisfactory to Franchisor of seller's intent to consummate the transaction. Further, if Franchisor elects to exercise its option hereunder, notwithstanding anything in the offer, Franchisor shall be entitled to conduct due diligence of the scope customary for transactions of the type proposed in the offer for a period of not less than sixty (60) days, commencing upon the date of Franchisor's notice to the seller of Franchisor's election to purchase pursuant to this section. Further, in the event Franchisor elects to exercise its option hereunder, the offer shall not contain any provision or condition, the effect of which would be to increase the cost to, or otherwise change the economic terms imposed on Franchisor, as a result of the substitution of Franchisor for the prospective purchaser, or as a result of compliance with the procedures set forth herein with respect to Franchisor's right of first refusal. In the event that Franchisor elects to exercise its option hereunder, the closing of such purchase must occur within the later of: (i) sixty (60) days from the date of notice to the seller of the election to purchase by Franchisor, (ii) such period as may have been provided in the offer or (iii) such period as may be necessary to conduct due diligence as provided herein. Any material change in the terms of any offer shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the initial offer, and notice of any such material change shall be provided in writing by the seller promptly to Franchisor. Failure of Franchisor to exercise the option afforded by this Section 15.5 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 15, with respect to a proposed transfer. Seller shall not execute any contract or accept any offer to purchase any interest, unless the provisions of this Section 15.5 have been satisfied.

15.5.A. In the event the consideration, terms, and conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by Franchisee from a list of three independent appraisers selected by Franchisor, and that appraiser's determination shall be binding.

15.6. Security Interests. Franchisee shall neither grant nor permit the existence of any security interest in this Agreement, in the securities or other equity interests of any corporation, partnership or other business entity which is Franchisee (or which directly or indirectly controls Franchisee), or in any of the tangible assets material to the operation of the Restaurant, including, without limitation, the Premises, except with the prior written consent of the Franchisor. Franchisor may require (among other conditions) the right and option to be substituted as obligor to the secured party and to cure any default of Franchisee, except that any acceleration of indebtedness due to Franchisee's default shall be void. Franchisor may also require compliance with any policies, procedures or guidelines adopted and announced by Franchisor relative to such security interests. Franchisor reserves the right to review and approve the terms of any security agreement or other document granting a security interest in assets described in this Section 15.6, which approval shall be in writing.

15.7. Offering Materials. All materials required by federal or state law for any direct or indirect offer or sale of securities of Franchisee shall be submitted to Franchisor for review and consent, prior to such materials being filed with any government agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review and consent prior to their use. No such materials shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating as an underwriter, issuer, or offeror of Franchisee's or Franchisor's securities. Any review by Franchisor of the offering materials or the information included therein will be conducted solely for the benefit of the Franchisor to determine conformance with Franchisor's internal policies, and not to benefit or protect any other person. No investor should interpret such review by Franchisor as an approval, endorsement, acceptance, or adoption of any representation, warranty, covenant, or projection contained in the materials reviewed; and the offering documents shall include legends and statements as Franchisor may specify, including, but not limited to, legends and statements which disclaim Franchisor's liability for, or involvement in, the transaction described in the offering documents. Franchisee and the other participants in the offering must agree in writing to fully indemnify Franchisor in connection with the offering in the form prescribed by Franchisor. For each proposed offering, Franchisee shall pay Franchisor a non-refundable fee of Ten Thousand Dollars ($10,000), or such greater amount as may be necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least sixty (60) days prior to the date of commencement of any offering covered by this Section 15.7. Any such offering shall be subject to Franchisor's right of first refusal, as set forth in Section 15.5 hereof and shall comply with the Franchisor's Transaction Policy and other written policies adopted and announced by Franchisor from time to time.

15.8. Contracts Related to the Franchised Business. Any lease, management agreement, or other agreement to which Franchisee will be a party which would have the effect of transferring any material asset, the effect of a sale/leaseback transaction in relation to the Restaurant, or control of all or any part of the operations of the Restaurant to any third party must first be approved by Franchisor in writing, which approval may be denied in Franchisor's reasonable discretion, including if such agreement is on terms materially different from those which would result from an arms-length negotiation or where fees payable are determined by Franchisor to be excessive. Any such agreement and any party who, as a result of such agreement, either directly or indirectly is involved in the ownership of the assets or in the operations of the Restaurant, must meet such standards and conditions as may have been established by Franchisor at the time Franchisor's consent is requested.

15.9. Bankruptcy Notice Provision. Without limiting any other provision of this Agreement, if Franchisee or any Owner files for protection under the U.S. Bankruptcy Code, as amended, and if, for any reason, this Agreement is not terminated pursuant to Section 16 and is to be assumed by, or assigned to, any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement as contemplated by the United States Bankruptcy Code, then (i) such assumption and/or assignment must comply with Franchisor's rights under applicable law and the provisions of this Agreement (including, but not limited to, Section 15.4), and (ii) notice to Franchisor of such proposed assignment or assumption shall be required. Such notice shall be given to Franchisor within twenty (20) days after receipt by Franchisee of such proposed assignee's offer to accept assignment of the Franchisee's rights and obligations under this

Agreement, and, in any event, at least ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption. Such notice shall include the following: (i) the name and address of the proposed assignee, (ii) all of the terms and conditions of the proposed assignment and assumption, and (iii) adequate assurance of future performance to be provided to Franchisor to assure the proposed assignee's future performance under this Agreement, including, without limitation, the assurance referred to in Section 365 of the Bankruptcy Code and the satisfaction of the preconditions to transfer set forth in Section 15.4. of this Agreement. Franchisor shall thereupon have (i) the absolute right to require any or all of the conditions of its consent in Section 15.4 and may otherwise withhold its consent as long as it does not do so unreasonably, and (ii) the prior right and option, provided under Section 15.5, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to Franchisor itself, upon the same terms and conditions and for the same consideration, if any, as in the *bona fide* offer made by the proposed assignee, less any brokerage commissions or other expenses which may be saved by Franchisee, as a result of the exercise by Franchisor of the rights and options granted herein. Nothing in this Section 15.9 shall cause Franchisor to be liable for the payment of any brokerage commissions or other expenses as a result of the exercise of Franchisor's rights and options hereunder, without Franchisor's separate written consent.

15.9.A. For purposes of any assumption or assignment of this Agreement pursuant to U.S. Bankruptcy Code Section 365, "**adequate assurance of future performance**" as used in Section 15.9 shall mean that specific evidence shall be given to Franchisor that any proposed assignee of this Agreement can and will comply with all operational and other performance requirements, and with all conditions, obligations, duties, covenants, and requirements of a franchisee under (i) this Agreement, (ii) the standard form renewal franchise agreement then being offered to System franchisees, (iii) such other ancillary agreements as Franchisor may require, and (iv) any of Franchisor's policies describing franchisees' duties, obligations, conditions, covenants, or performance requirements. Additionally, adequate assurance of future performance shall mean that any proposed assignee shall meet Franchisor's then-current standards for transfers pursuant to Section 15.4 hereof.

15.10. Death or Incapacity. Upon the death or mental incapacity of any Franchisee or Owner, Franchisor agrees not to unreasonably withhold its consent to a transfer of the interest held by such person. The personal representative of such Franchisee or Owner shall have a reasonable time to dispose of such person's interest in the Franchised Business or in Franchisee subject to and in accordance with the provisions and conditions of this Section 15, specifically including the prior written consent of the Franchisor, and the right of first refusal set forth in Section 15.5. During this time period, Franchisee (or Franchisee's personal representative) shall at all times remain in compliance with Section 6.2 (regarding an approved Operator) and with all other terms and conditions of this Agreement.

15.11. Materiality. Franchisee acknowledges and agrees that each condition referenced in this Section 15 is necessary to assure compliance with the obligations hereunder by Franchisee or the Proposed Franchisee.

15.12. Nonwaiver. Franchisor's consent to a transfer of interest shall not constitute a waiver of any claims Franchisor may have against any Franchisee or Owner, nor shall it be deemed a waiver of Franchisor's right to require exact compliance with any of the terms of this Agreement by the Proposed Franchisee.

16. DEFAULT AND TERMINATION

16.1. Franchisee shall be deemed to be in default under this Agreement, and all rights of Franchisee shall automatically terminate, without notice to Franchisee, upon the occurrence of any of the following events:

16.1.A. Franchisee or any Guarantor makes a general assignment for the benefit of creditors;

16.1.B. Franchisee or any Guarantor (i) causes, permits or acquiesces in an order for relief under the U.S. Bankruptcy Code entered with respect to Franchisee or any Guarantor; (ii) commence a voluntary case or proceeding under, the U.S. Bankruptcy Code (Title 11, United States Code) or any other applicable bankruptcy, insolvency, reorganization, receivership, arrangement or readjustment of debt or other similar law now or hereafter in effect; (iii) consents to the entry of an order for relief in an involuntary proceeding or to the conversion of an involuntary proceeding to a voluntary proceeding under any such law; (iv) consent to the appointment of, or the taking of possession by a receiver, trustee, or other custodian (as defined in the U.S. Bankruptcy Code) for all or a substantial part of its property or the property of the Franchised Business; or (v) adopts any resolution or otherwise authorize action to approve any of the foregoing through its Board of Directors or comparable governing body;

16.1.C. An involuntary petition is commenced against Franchisee or any Guarantor under the U.S. Bankruptcy Code or any other applicable bankruptcy, insolvency, reorganization, receivership, arrangement or readjustment of debt or other similar law now or hereafter in effect, which proceeding is not dismissed or vacated within sixty (60) days thereafter; a decree or order of a court having jurisdiction in the premises for appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Franchisee, or any Guarantor is entered; or an interim receiver, trustee or other custodian of such Franchisee or any Guarantor or of all or a substantial part of the property of Franchisee or any Guarantor is appointed;

16.1.D. If Franchisee or any Guarantor is dissolved;

16.1.E. If execution is levied against any material asset of Franchisee's business or property, or the business or property of any Guarantor; or

16.1.F. If any real or personal property which comprises all or a material part of the Restaurant and/or the Premises shall be sold after levy thereupon by any sheriff, marshal, constable or other person so authorized under local, state or federal law.

16.2. Upon the occurrence of any of the following events, Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate all rights of Franchisee hereunder,

without affording Franchisee any opportunity to cure the default, effective immediately after five (5) days from the mailing of notice by Franchisor (except as otherwise specified below) or upon receipt of notice by Franchisee, whichever is earlier:

16.2.A. If Franchisee at any time ceases to operate or otherwise abandons the Restaurant, loses the right to possession of the Premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located; provided, however, that if, through no fault of Franchisee, the Premises are damaged or destroyed by an event such that repairs or reconstruction cannot be completed within ninety (90) days thereafter, then Franchisee shall have thirty (30) days after such event in which to apply for Franchisor's approval to relocate or reconstruct the Restaurant, which approval shall not be unreasonably withheld;

16.2.B. If Franchisee, any Guarantor, any Owner or the Operator is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith or Franchisor's interest therein;

16.2.C. If an immediate threat or danger to public health or safety results from the construction, maintenance, or operation of the Restaurant, in which event the termination shall become effective immediately upon sending of notice by Franchisor;

16.2.D. If Franchisee or any Owner purports to transfer, pledge or encumber any rights or obligations under this Agreement, any direct or indirect interest in Franchisee, or any material asset of the Restaurant or the Premises without Franchisor's prior written consent, contrary to the terms of Section 15 of this Agreement;

16.2.E. If Franchisee fails to comply with the covenants in Section 18.2 hereof or fails to obtain execution of the covenants required under Section 18.5 hereof;

16.2.F. If, contrary to the terms of Sections 9 or 10 hereof, Franchisee discloses or divulges the contents of the Manual or other Confidential Information provided to Franchisee by Franchisor or its Affiliates;

16.2.G. If Franchisee knowingly maintains false books or records, or submits any false reports (including, but not limited to, information provided as part of Franchisee's application) to Franchisor;

16.2.H. If Franchisee repeatedly is in default under Section 16.3 hereof for failure to substantially comply with any of the requirements imposed by this Agreement, whether under the same or a different default and whether or not cured after notice, or if Franchisee commits the same default again within a six-month period of the previous default, whether or not cured after notice; or

16.2.I. If Franchisee or any Guarantor shall become insolvent or if suit to foreclose any lien or mortgage against any material asset comprising part of the Restaurant and/or the Premises is instituted and not dismissed within thirty (30) days.

16.3. Except with respect to events of default described at Sections 16.1 and 16.2 of this Agreement, or any subsections thereof, the consequences of which are also described at Sections 16.1 and 16.2, upon any default by Franchisee which is described at this Section 16.3, Franchisor may, at its option, terminate all rights of Franchisee hereunder, by giving written notice of default to Franchisee stating the nature of such default at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination of Franchisee's rights hereunder by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the thirty-day period (or within such shorter time period as Franchisor may reasonably specify), and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, at the option of Franchisor, Franchisee's rights under this Agreement shall terminate without further notice to Franchisee, effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require. Except as provided in Sections 16.1 and 16.2 hereof, defaults which result in termination of Franchisee's rights under this Agreement only after the expiration of the cure periods as set forth in this Section 16.3 include, but are not limited to, the following:

16.3.A. If Franchisee fails to comply with any of the requirements imposed by or pursuant to this Agreement (such as the Manual or other policies, procedures or guidelines of Franchisor) or any other agreement with Franchisor or its Affiliates related to the Franchised Business or fails to carry out the terms of this Agreement in good faith, or if any Guarantor fails to comply with any of the requirements imposed by or pursuant to the Guaranty;

16.3.B. If Franchisee fails, refuses, or neglects to promptly pay any monies owing to Franchisor or its Affiliates when due, or to submit the financial or other information required by Franchisor under this Agreement;

16.3.C. Except as provided in Section 16.2.C hereof, if Franchisee fails to maintain or observe any of the standards or procedures prescribed by Franchisor (i) in this Agreement or any other agreement with Franchisor or its other Affiliates, (ii) in the Manual, (iii) pursuant to Franchisor's Transaction Policy or any of Franchisor's other policies, procedures or guidelines whether or not written, which describe Franchisee's duties, obligations, conditions, covenants, or performance requirements, or (iv) in other written documentation, including, without limitation, the requirements and specifications concerning the (a) quality, services, and cleanliness of the Restaurant; (b) the Products and Services sold or provided at the Restaurant, or used in the operation of the Restaurant; and (c) any other operational and other performance requirements;

16.3.D. Except as provided in Section 16.2.D hereof, if Franchisee fails, refuses, or neglects to obtain Franchisor's prior written approval or consent as required by this Agreement;

16.3.E. If Franchisee misuses or makes any unauthorized use of the Proprietary Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein;

16.3.F. If Franchisee fails to construct and open the Restaurant within the time limits, and according to the requirements, as provided in Section 3 of this Agreement;

16.3.G. If Franchisee or the Operator fails to complete, to Franchisor's satisfaction, the initial or any subsequent training program, as provided in Section 3.1. of this Agreement;

16.3.H. If Franchisee engages in any business or markets any service or product under a name or mark which, in Franchisor's opinion, is confusingly similar to the Proprietary Marks;

16.3.I. If Franchisee fails to implement or adhere to new or changed System requirements, fails to implement, offer, or use new Products and Services as may be specified by Franchisor, or fails to undertake such actions as are necessary to implement such new or changed System requirements;

16.3.J. If an approved transfer of an interest in Franchisee is not effected by Franchisee within a reasonable time, as required by Section 15 hereof; or

16.3.K. If a final material judgment against Franchisee or any Guarantor remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed).

17. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon expiration of this Agreement or upon termination of Franchisee's rights hereunder, all rights granted hereunder to Franchisee shall forthwith terminate, and:

17.1. Franchisee shall immediately cease to operate the Restaurant, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

17.2. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, the Proprietary Marks, including "WENDY'S" and "WENDY'S OLD FASHIONED HAMBURGERS," and all other Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, displays, stationery, forms, and any other articles which display the Proprietary Marks;

17.3. Franchisee shall take such action as may be necessary to cancel any of its assumed names or equivalent registrations which contain the Proprietary Marks "WENDY'S" and "WENDY'S OLD FASHIONED HAMBURGERS" or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after expiration of this Agreement, or termination of Franchisee's rights hereunder;

17.4. Franchisee shall, at Franchisor's option, assign to Franchisor any interest which Franchisee has in any lease or sublease for the Restaurant or the Premises at fair market value (if

the lease or sublease has a positive market value as further described in Section 17.4.B). In the event Franchisee owns the fee interest in the Restaurant or Premises, Franchisor shall also have the option to purchase Franchisee's fee interest in such Restaurant and/or Premises at fair market value. Franchisee shall immediately upon expiration or termination provide Franchisor with such information as may be necessary to enable Franchisor to evaluate such option. The terms of such option(s) shall be as follows:

17.4.A. Franchisor shall provide Franchisee notice of its preliminary interest in exercising any of such options within thirty (30) days after expiration of this Agreement or termination of Franchisee's rights hereunder. Within sixty (60) days after the date of such notice, Franchisor and Franchisee shall each select one (1) appraiser and notify the other party of its designee. Each appraiser selected by the parties shall be instructed to meet with the other within thirty (30) days after selection for the purpose of selecting a third appraiser to serve with them. If the two (2) appraisers cannot agree on the selection of the third appraiser within forty-five (45) days after the selection of the last of them, then the president or chairman of the board of realtors of the county in which the Restaurant is located shall be requested to select the third appraiser. Each appraiser selected as described above must have received the M.A.I. designation and must be actively engaged in appraisal work in the county in which the Restaurant is located. The three (3) M.A.I. appraisers shall determine the "fair market value" of the lease, sublease, Restaurant or Premises and notify both the Franchisor and the Franchisee of the "fair market value" determined by them. If the three (3) appraisers cannot collectively agree on the "fair market value" of the lease, sublease, Restaurant or Premises, then the average of the two (2) closest of the three (3) values established by the three (3) appraisers shall be deemed the "fair market value";

17.4.B. For the purposes of this section, "**fair market value**" shall have the meaning customarily used by M.A.I. appraisers. In the case of a lease or sublease, however, the "fair market value" shall be equal to the amount by which the value of the lease or sublease (due to favorable rent structure or the location of the Premises) exceeds the value of other average, comparable leases or subleases for comparable premises in the immediate vicinity of the Restaurant;

17.4.C. If after the determination of "fair market value" as provided herein Franchisor wishes to actually exercise any of its options herein provided, Franchisor shall provide Franchisee notice of its intent to exercise such option(s) within thirty (30) days after the determination of "fair market value," and each party shall bear one half (½) of the cost of the appraisals. If Franchisor elects to exercise any option herein provided, it shall have the right to set off all amounts due from Franchisee, and one-half (½) of the cost of the appraisals, against any payment therefor. If Franchisor elects not to exercise its option as herein provided, Franchisor shall bear the cost of all of the appraisals; and

17.4.D. The closing of any assignment or purchase pursuant to this Section 17.4 shall take place no later than sixty (60) days after the determination of the "fair market value" as provided above. The interest assigned to or purchased by Franchisor must be free and clear of all liens, conditions and restrictions, and must be conveyed by documents reasonably satisfactory to Franchisor;

17.5. In the event Franchisor does not elect to exercise its option to acquire the lease or sublease for the Restaurant and the Premises, or purchase the Premises, as provided for in Section 17.4, Franchisee shall make such modifications or alterations to the Premises operated hereunder (including, without limitation, the changing of the telephone number) immediately upon expiration of this Agreement or termination of Franchisee's rights hereunder as may be necessary to distinguish the appearance of said Premises from that of other restaurants under the System, and shall make such specific additional changes thereto as Franchisor may reasonably request for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Section 17, Franchisor shall have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand;

17.6. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy, or colorable imitation of the Proprietary Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Proprietary Marks, and further agrees not to utilize any designation, description or representation which falsely suggests or represents an association or connection with Franchisor;

17.7. Franchisee shall promptly pay all sums owing to Franchisor and its Affiliates. In the event of termination of Franchisee's rights hereunder for any default of Franchisee, such sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the default, which obligations shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the Premises at the time of default;

17.8. Franchisee shall pay Franchisor all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor in relationship to enforcement of any of the terms and conditions of this Agreement, including without limitation, Sections 15, 16, or 17.

17.9. Franchisee acknowledges and agrees that the premature termination of this Agreement (unapproved by Franchisor), and subsequent failure to keep the Restaurant under continuous operation during the Term, will cause substantial damage to Franchisor. Franchisee agrees to pay the following **Continuous Operations Fee**, which Franchisee acknowledges is not a penalty, but represents a reasonable estimate of the minimum just and fair compensation for the damages Franchisor will suffer as a result of the unapproved early termination of this Agreement. Upon termination of this Agreement as a result of Franchisee's default, in addition to any other remedies available to Franchisor, Franchisee shall immediately pay Franchisor a Continuous Operations Fee calculated as follows: the sum of the average monthly royalty and the average Advertising Contribution due under this Agreement for the 12-month period prior to termination of this Agreement (or, the average monthly royalty and the average Advertising Contribution due under this Agreement since the Opening Date if the Restaurant has been operating for less than 12 months) multiplied by the lesser of (i) 36 or (ii) the number of months remaining on the Term of this Agreement.

17.10. Franchisee shall immediately deliver to Franchisor any hard copies of the Manual, and all other manuals, records, policies, procedures, guidelines, documentation, correspondence, and instructions containing Confidential Information, all of which are acknowledged to be the property of Franchisor;

17.11. Franchisor shall have the option, to be exercised within thirty (30) days after termination of Franchisee's rights hereunder, to purchase from Franchisee any or all of the furnishings, equipment, signs, fixtures, supplies, the Computer and Point-of-Sale Systems or inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. If the parties cannot agree on a fair market value within a reasonable time, an independent appraiser shall be designated by Franchisor, and the appraiser's determination shall be binding. If Franchisor elects to exercise any option to purchase herein provided, it shall have the right to set off all amounts due from Franchisee, and one-half (1/2) of the cost of the appraisal, if any, against any payment therefor; and

17.12. Franchisee shall comply with the covenants contained in Section 18 of this Agreement.

18. COVENANTS

18.1. Franchisee covenants that during the Term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee (or the approved Operator) shall devote full time and best efforts to the management and operation of the Restaurant.

18.2. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System. Franchisee covenants that, except as otherwise approved in writing by Franchisor, neither the Franchisee, nor any party controlling, controlled by or under common control with Franchisee, nor the Operator, nor any Owner, nor any Guarantor having a direct or indirect interest in or business association with Franchisee or the Restaurant shall, during the Term of this Agreement, either directly or indirectly, for themselves, or in conjunction with any person, persons, partnership, or corporation:

18.2.A. Divert or attempt to divert any business or customer of the Restaurant or of any restaurant under the System, to any Competing Business by direct or indirect inducement or otherwise, including by owning or investing in, making loans to, operating, engaging in, being employed by or having any interest in, or being connected in any manner, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System. Competing Business is defined as any business or commercial activity (other than the ownership or operation of a System restaurant) that derives (or, in the case of a newly-established business or activity, could reasonably be expected to derive) fifteen percent (15%) or more of its gross revenues in any month from the sale, individually or in the aggregate, of any of the principal or signature food products or menu offerings that now or at any time hereafter are authorized for sale at System restaurants (including hamburgers, chicken sandwiches, flatbreads, wraps, frozen desserts and salads, but

excluding branded bottled or fountain-dispensed beverage products fabricated and furnished by third parties), or any similar or related products or menu offerings, whether such business or activity is a restaurant, catering service, snack bar, concession, food court, dark kitchen or delivery-only location, or any other concern that offers food and/or beverage items at retail. Illustrative examples of businesses that would currently constitute a Competing Business for purposes of this Agreement would include, among others, Arby's, Burger King, BurgerFi, Carl's Jr., Checkers, Chick-fil-A, Church's Chicken, Culver's, Dairy Queen, Five Guys Burgers and Fries, The Habit Burger Grill, Hardee's, In-N-Out Burger, Jack-in-the-Box, Kentucky Fried Chicken (KFC), McDonald's, Panera Bread, Popeyes, Raising Cane's, Rally's, Shake Shack, Smashburger, Sonic, Steak 'n Shake, Whataburger, White Castle, and Zaxby's;

18.2.B. Own, maintain, advise, help, invest in, make loans to, operate, engage in, be employed by, have any interest in, participate in any capacity in, or be connected in any manner (by franchising or otherwise) with, any quick-service restaurant located within the Designated Market Area of the Restaurant, as defined by the Nielsen Ratings Service, or in the event that the Nielsen Ratings Service is no longer in the business of rating viewership of television advertising or otherwise materially alters its determination of Designated Market Area, then such comparable market area as defined by a replacement ratings service selected by Franchisor ("**DMA**").

18.3. Franchisee covenants that, except as otherwise approved in writing by Franchisor, neither Franchisee, nor any party controlling, controlled by or under common control with Franchisee, nor the Operator, nor any Owner, nor any Guarantor having a direct or indirect interest in or business association with Franchisee or the Restaurant shall, for a continuous uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for themselves or in conjunction with any persons, partnership, or corporation, own, maintain, advise, help, invest in, make loans to, operate, engage in, be employed by, have any interest in, participate in any capacity in, or be connected in any manner (by franchising or otherwise) with, any Competing Business located within the DMA in which the Restaurant was located or within three (3) miles of any System Restaurant.

18.4. Sections 18.2.B and 18.3 hereof shall not apply to ownership by Franchisee of less than two percent (2%) beneficial interest in the outstanding equity securities of any publicly-held corporation. The term "publicly-held corporation" as used in this Agreement means a corporation with securities registered under the Securities Exchange Act of 1934.

18.5. Franchisee agrees to take all reasonable steps and to use its best efforts to ensure that no person directly or indirectly involved in the operation, management or ownership of the Restaurant shall violate this Section 18. In addition, Franchisor may direct that Franchisee require and obtain execution of covenants similar to those set forth in this Section 18 (including covenants applicable upon the termination of a person's relationship with Franchisee) from any or all persons directly or indirectly involved in the operation, management or ownership of the Restaurant, and from any person described or identified in the second sentence of Section 18.2 of this Agreement. Every covenant required by this Section 18.5 shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party

beneficiary of such covenants with the independent right to enforce them. Failure by Franchisee to obtain execution of a covenant required by this Section 18.5 shall constitute a default under Section 16.2.E. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 18 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 18.

18.6. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 18.2 and 18.3 in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 25 hereof.

18.7. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 18. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Section 18.

18.8. Franchisee acknowledges that Franchisee's violation of the terms of this Section 18 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section 18.

19. CORPORATE AND PARTNERSHIP FRANCHISEES

19.1. A Franchisee or Owner which is a corporation shall comply with the following requirements throughout the Term of this Agreement unless otherwise approved in writing by Franchisor:

19.1.A. Franchisee's charter shall at all times provide that its activities are confined exclusively to operating Wendy's Branded Restaurants;

19.1.B. Franchisee shall promptly furnish to Franchisor copies of Franchisee's Articles of Incorporation and Bylaws (or comparable governing documents), any other documents Franchisor may reasonably request, and any and all amendments thereto, including the resolution of the Board of Directors authorizing entry into this Agreement;

19.1.C. Exhibit A shall at all times contain the names and show the direct or indirect interest of each Owner in the Franchisee throughout the Term of this Agreement. Each Owner at the time of execution of this Agreement shall have executed an agreement to be bound by the provisions of Section 9, Section 13 and Section 18 and each new Owner shall execute such an agreement;

19.1.D. Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity securities; and shall not issue any securities which do not include on their face, in a legible and conspicuous manner, the following printed legend (with conforming changes to reflect state law):

> The transfer of ownership of shares represented by this Certificate is subject to the terms and conditions of a Franchise Agreement with Quality Is Our Recipe, LLC. Reference is made to the provisions of such Franchise Agreement and to the Articles of Incorporation and Bylaws of this Corporation.

19.1.E. The requirements of Section 19.1.D shall not apply to a publicly-held corporation. If Franchisee is a corporation with securities registered under the Securities Exchange Act of 1934, Franchisee shall furnish to Franchisor copies of all communications sent to the Owners of Franchisee.

19.2. A Franchisee or Owner which is a partnership or other business entity shall comply with the following requirements throughout the Term of this Agreement unless otherwise approved in writing by Franchisor:

19.2.A. Franchisee's partnership agreement or other governing agreement shall at all times provide that its activities are confined exclusively to operating Wendy's Branded Restaurants;

19.2.B. Franchisee shall promptly furnish to Franchisor its partnership agreement or other governing agreement and any other documents which Franchisor may reasonably request and any and all amendments thereto;

19.2.C. Exhibit A shall at all times contain the names and show the direct or indirect interest of each Owner throughout the Term of this Agreement. Each Owner at the time of execution of this Agreement shall have executed an agreement to be bound by the provisions of Section 9, Section 13 and Section 18 and each new Owner shall also execute such an agreement;

19.2.D. The partnership agreement or other governing agreement shall contain a restriction on the transfer of any ownership interest without the prior written consent of Franchisor and waiver of its right of first refusal; and

19.2.E. The requirements of Section 19.2.D shall not apply to a publicly-held partnership or other business entity. If Franchisee is a partnership or other business entity with securities registered under the Securities Exchange Act of 1934, Franchisee shall furnish to Franchisor copies of all communications sent to the Owners of Franchisee.

20. TAXES AND COMPLIANCE WITH LAWS

20.1. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in operating the Restaurant. Franchisee shall pay Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax)

imposed on Franchisor with respect to any payments to Franchisor, its Affiliates or WNAP required under this Agreement, unless such tax is credited against income tax otherwise payable by Franchisor, its Affiliates or WNAP.

20.2. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant, or attachment by a creditor, to occur against the Premises, or any improvements thereon.

20.3. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, including those related to health, safety and sanitation, construction, building, public accommodation and fire codes, the environment, employment and immigration, menu items, product labeling and nutritional information, privacy and data security, and any requirements imposed by Franchisee's insurers, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Restaurant, the Premises, and/or any element of the operation of the Franchised Business, including, without limitation, licenses to do business, health certificates, fictitious name registrations, sales tax permits, and fire clearances.

20.4. Franchisee agrees to operate the Franchised Business and the Restaurant in compliance with all applicable legislation, laws, regulations, rules, ordinances, administrative orders, decrees and policies of any court, arbiter, government, governmental agency, department, or similar organization that are in effect from time to time, including, without limitation, all anti-terrorism, economic sanctions, and anti-money laundering and narco-trafficking laws, regulations, orders, decrees and guidelines of the United States Department of the Treasury, Office of Foreign Assets Control (OFAC), the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended, the International Traffic in Arms Regulations, Trading with the Enemy Act, as amended (as applicable), the U.S. Foreign Corrupt Practices Act, and any other enabling legislation or executive order relating to any of the foregoing. Franchisee immediately shall notify Franchisor in writing if a potential violation of any of the foregoing laws or regulations has occurred or is suspected to have occurred. Franchisee immediately shall provide Franchisor with copies of any communication to or from any such agency, government, or commission that relates to or affects this Agreement, the Restaurant, or the Proprietary Marks. Failure to comply with this provision shall constitute sufficient grounds for immediate termination of this Agreement.

20.5. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any citation, order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Restaurant.

21. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

21.1. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any

purpose whatsoever. As an independent contractor, Franchisee shall be solely responsible for the hiring of employees and the working conditions of employees in the Restaurant, the payment of all business expenses and taxes and all purchasing decisions (subject to Franchisor's quality control standards and approval as set forth in this Agreement and the Manual). Neither Franchisee nor any of its employees or personnel whose compensation Franchisee pays may in any way, directly or indirectly, expressly or by implication, be construed to be Franchisor's employees or personnel for any purpose. Franchisor will not have the power to take any employment action or control the terms and conditions of employment of any of Franchisee's employees or personnel. Franchisee acknowledges and agrees, and will never contend otherwise, it alone will exercise day-to-day control over all operations of the Restaurant. Franchisee further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which Franchisee is required to comply with under this Agreement, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Restaurant, but only constitute standards Franchisee must adhere to when exercising its control of the day-to-day operations of the Restaurant.

21.2. During the Term of this Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place in the Restaurant, the content of which Franchisor reserves the right to specify.

21.3. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its operation of the Restaurant or for any claim or judgment arising therefrom against Franchisee or Franchisor.

21.4. Franchisee agrees that it will, at Franchisee's sole cost, at all times defend Franchisor, including Franchisor's Affiliates, successors, assigns and designees of each; and, the officers, directors, employees, agents, attorneys, owners, designees and representatives of all of the foregoing (Franchisor and all others referenced above collectively being the "**Wendy's Parties**"), and indemnify and hold harmless the Wendy's Parties to the fullest extent permitted by law, from all claims, losses, liabilities and costs incurred in connection with any action, suit, proceeding, claim, demand, investigation, assessment, or formal or informal inquiry (regardless if reduced to judgment) or any settlement of the foregoing, which arises, directly or indirectly, or is related in any way, to Franchisee's establishment, construction, opening and operation of the Restaurant or the Premises. The foregoing applies unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by the Wendy's Parties' gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

21.5. Franchisee agrees to give Franchisor written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for

indemnification by any Wendy's Party within three days of Franchisee's actual or constructive knowledge of it. The Wendy's Parties shall have the right, in their sole discretion, and at Franchisee's expense and risk, to: (i) retain counsel of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into settlements or take any other remedial, corrective, or other actions they deem appropriate. Franchisee agrees to give its full cooperation to the Wendy's Parties in assisting with the defense of any such claim. Franchisor's undertaking of defense and/or settlement will in no way diminish Franchisee's obligation to indemnify Franchisor and the other Wendy's Parties and to hold Franchisor and the Wendy's Parties harmless.

21.6. Under no circumstance will Franchisor or the other Wendy's Parties be required to seek recovery from any insurer or other third party or otherwise mitigate Franchisor's or the third parties' losses to maintain a claim for indemnification against Franchisee. Franchisee agrees that any failure to pursue recovery from third parties or mitigate loss will in no way reduce the amounts recoverable by Franchisor or the other Wendy's Parties from Franchisee. The indemnification obligations of this Section 21 will survive the expiration or sooner termination of this Agreement.

22. NON-BINDING MEDIATION

22.1. All controversies, disputes and claims between the Wendy's Parties or any of them, on the one hand, and Franchisee, its affiliates, subsidiaries, Guarantors, Owners, partners, officers, directors and agents, or any of them, on the other hand, arising out of or related to this Agreement, or the Restaurant shall be subject to non-binding mediation pursuant to the terms of this Section 22. Except as specified in Section 22.5, no litigation may be commenced between such parties prior to the mediation termination date, as defined in Section 22.4, on any claim which is subject to non-binding mediation hereunder, whether or not the mediation has been commenced. The commencement or pendency of litigation shall not stay non-binding mediation required hereunder, and non-binding mediation required hereunder shall not stay any litigation commenced in conformity with Section 22.5. Mediation under this Section 22 is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to provide the parties with an opportunity to amicably and expeditiously resolve disputes in a cost-effective manner on mutually acceptable terms and conditions.

22.2. The non-binding mediation provided for hereunder shall be commenced by the party demanding mediation (the "**Complainant**") by giving written notice of the demand for mediation (the "**Demand**") to the party with whom mediation is sought (the "**Respondent**"). The Demand shall specify with reasonable particularity the matter or matters on which non-binding mediation is being sought. A copy of the Demand shall be given by the Complainant simultaneously to Franchisor if Franchisor is not a Complainant or a Respondent.

22.3. Non-binding mediation hereunder shall be conducted by a mediator or mediation program designated by Franchisor in writing (the "**Designation**"), or by such mediator as Complainant and Respondent may otherwise agree to. Franchisor shall send the Designation to Complainant and Respondent within a reasonable time after its receipt of the demand.

22.4. Non-binding mediation hereunder shall be concluded within sixty (60) days of the giving of the demand or such longer period as may be mutually agreed to in writing by the parties to the mediation (the "**Mediation Termination Date**"). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatever. Complainant and Respondent shall each bear its own costs of mediation, and each shall bear one-half (½) the cost of the mediator and mediation service.

22.5. If Franchisee is more than forty-five (45) days past due in any of its payments to any of the Wendy's Parties, none of the Wendy's Parties shall be required to seek or to participate in mediation of any matter or dispute under this Section 22 (although they reserve the right to require mediation), and any of the Wendy's Parties shall be free to commence or to pursue litigation at any time. None of the Wendy's Parties shall be required to seek or to participate in mediation of any matter or dispute relating to the indemnification or insurance provisions of this Agreement (although they reserve the right to require mediation). Nothing in this Section 22 shall prevent any party from instituting or pursuing litigation (including, without limitation, seeking injunctive relief) at any time to preserve the status quo, protect the Proprietary Marks, protect the health or safety of the public, or avoid irreparable harm.

23. APPROVALS AND WAIVERS

23.1. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval or consent must be obtained in writing.

23.2. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

23.3. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by Franchisee under any of the terms, provisions, covenants, or conditions hereof, shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against Franchisee, or as to subsequent breach or default by Franchisee. Subsequent acceptance by Franchisor of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants, or conditions of this Agreement.

24. NOTICES

Unless otherwise specified herein, all written notices required under this Agreement shall be personally delivered, sent by certified, registered mail, or by other means, including any recognized overnight delivery service, which affords the sender evidence of delivery or of attempted delivery, to the respective parties at the following addresses unless and until a different address has been designated by either a written notice to the other party, or by means of Franchisor's designated electronic system identified by Franchisor to effectuate the change of Franchisee's notice address:

EXHIBIT B

Notices to Franchisor: Quality Is Our Recipe, LLC
4288 West Dublin-Granville Road
Dublin, OH 43017
Attention: Franchise Legal Department

Notices to Franchisee: _____
_____
_____
_____

Any notice by a means which affords the sender evidence of delivery, or attempted delivery, shall be deemed to have been given at the date and time of mailing or sending of such notice.

25. ENTIRE AGREEMENT

This Agreement and the documents referred to herein (including, without limitation, the Manual) constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the subject matter hereof, and supersede all prior agreements, no other representations having induced Franchisee to execute this Agreement. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require Franchisee to waive reliance on any representation made in Franchisor's most recent disclosure document (including its exhibits and amendments) that Franchisor has delivered to Franchisee.

The following provision applies only to franchisees and franchises that are subject to state registration/disclosure laws in: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, Virginia, Washington and Wisconsin: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee 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 any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

26. SEVERABILITY AND CONSTRUCTION

26.1. Except as expressly provided to the contrary herein, each portion, section, part, term, or provision of this Agreement shall be considered severable; and if, for any reason, any section, part, term, or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, or provisions of this Agreement as may remain otherwise intelligible; and the latter

shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, or provisions shall be deemed not to be a part of this Agreement.

26.2. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity other than Franchisee, Franchisor, Franchisor's Affiliates, Franchisor's officers, directors, and employees, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by Section 15 hereof.

26.3. Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

26.4. For purposes of this Agreement, an "**Affiliate**" of any party to this Agreement means any person, corporation, partnership, or other business entity that directly, or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such party, and, with respect to Franchisor, the term "**Affiliate**" shall also include, without limitation, WNAP, and any advertising cooperative operating under the System.

26.5. All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

27. JOINT AND SEVERAL OBLIGATION

27.1. If more than one person or entity is a named Franchisee under this Agreement, such persons' liability under this Agreement shall be deemed to be joint and several and all references in this Agreement to "**Franchisee**" shall include all Franchisees individually and collectively.

27.2. Franchisor may require certain parties (the "**Guarantors**") to guarantee all obligations of Franchisee by executing a Guaranty in the form attached hereto as Exhibit B ("**Guaranty**"). In the event of the death of any Guarantor, Franchisor may require replacement guarantees sufficient to provide Franchisor with the same protection as it had under the original Guaranty.

28. FORCE MAJEURE

In the event that any party hereto (the "**Affected Party**") fails to perform any act required herein by direct reason of strike, lock-outs, inability to procure materials or services, failure of power, riots, insurrection, war or other reasons of a like nature not caused by the action or inaction of such party (a "**Force Majeure Event**"), then performance of such act shall be excused during the existence of the Force Majeure Event and the period for performance of any such act shall be extended for a period equivalent to the length of time in which the Force Majeure Event existed, up to a maximum of three (3) months; provided that, in each case, (a) the Force Majeure Event is not caused, whether in whole or in part, by any act, omission, negligence

or default of the Affected Party, (b) the failure or inability to perform could not have been avoided by the exercise of reasonable diligence, and (c) the Affected Party uses good faith and diligent efforts to complete performance as soon as reasonably practicable after the Force Majeure Event no longer exists. The provisions of this Section 28 shall not operate to excuse the Franchisee from any indemnification obligations or the prompt payment of any fee or other payment, due to Franchisor and/or Franchisor's Affiliates, or as otherwise required pursuant to the provisions of this Agreement. For the avoidance of doubt, this provision shall not operate to excuse the Franchisee from the performance of any act required by this Agreement, which is not directly delayed or hindered by the Force Majeure Event.

29. APPLICABLE LAW

29.1. This Agreement takes effect upon its acceptance and execution by Franchisor in Ohio, and shall be interpreted and construed under the laws of the State of Ohio. In the event of any conflict of law, the laws of Ohio shall prevail, without regard to, and without giving effect to, the application of Ohio conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Ohio, and if the Restaurant is located outside of Ohio and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 29.1. is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Ohio or of any other state to which it would not otherwise be subject.

29.2. Section 22 of this Agreement provides for non-binding mediation of certain disputes between the parties hereto. Subject to Section 21, Franchisee and any Guarantor may pursue any claim they may assert against any of the Wendy's Parties in an individual action, which shall not be joined or combined in any manner with any action or claim of any other franchisee against any of the Wendy's Parties. Neither Franchisee nor any Guarantor will join together with any other franchisee of Franchisor in bringing any litigation against any of the Wendy's Parties; nor will Franchisee or any Guarantor maintain any claim against any of the Wendy's Parties in a class action, whether as a representative or as a member of a class or purported class; nor will Franchisee or any Guarantor seek to consolidate, or consent to the consolidation of, all or any part of any litigation by either of them against any of the Wendy's Parties with any other litigation against any of the Wendy's Parties. Any action brought by Franchisee or any Guarantor against any of the Wendy's Parties in any court, whether federal or state, shall be brought only within the state and judicial district in which Franchisor has its principal place of business. Any action brought by any of the Wendy's Parties against Franchisee or any Guarantor in any court, whether federal or state, may be brought within the state and judicial district in which Franchisor has its principal place of business. Franchisee and any Guarantor hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

29.3. No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

29.4. FRANCHISOR, FRANCHISEE AND ANY GUARANTOR IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY FRANCHISOR AGAINST FRANCHISEE OR GUARANTOR ON THE ONE HAND, OR BY FRANCHISEE OR GUARANTOR AGAINST ANY OF THE WENDY'S PARTIES ON THE OTHER HAND, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. ANY AND ALL CLAIMS AND ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP OF FRANCHISEE AND FRANCHISOR, OR FRANCHISEE'S OPERATION OF THE RESTAURANT, BROUGHT BY FRANCHISOR AGAINST FRANCHISEE OR GUARANTOR ON THE ONE HAND, OR BY FRANCHISEE OR GUARANTOR AGAINST ANY OF THE WENDY'S PARTIES ON THE OTHER HAND, SHALL BE COMMENCED WITHIN TWO (2) YEARS FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION, OR SUCH CLAIM OR ACTION SHALL BE BARRED.

29.5. FRANCHISOR, FRANCHISEE, AND ANY GUARANTOR HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM OF ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM EACH SHALL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY IT.

29.6. Nothing herein contained shall bar Franchisor's right to seek or obtain injunctive relief against threatened conduct that will cause Franchisor, its Affiliates or any other Wendy's Party loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

30. ACKNOWLEDGMENTS

30.1. Franchisee acknowledges that it has conducted an independent investigation of the business franchised hereunder, and recognizes that the business venture contemplated by this Agreement involves business risks, and that its success will depend, in part, upon the ability of Franchisee and if a corporation, partnership, or other business entity, its Owners as independent business persons. Franchisor has not made, and Franchisee has not received, any warranty, guarantee or representation, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

30.2. All covenants, obligations, and agreements of Franchisee which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination or expiration of this Agreement, including, but not limited to, those set forth in Section 21 (Independent Contractor and Indemnification), Section 10 (Confidential Information), and the covenants set forth in Section 18.3 (Covenants), shall survive such termination or expiration;

30.3. Franchisee acknowledges that it received the disclosure document required by the Trade Regulation Rule of the Federal Trade Commission entitled "Disclosure Requirements and Prohibitions Concerning Franchising," along with a copy of Franchisor's complete Unit Franchise Agreement, the Exhibit(s) thereto, and agreements relating thereto, if any, at least fourteen (14) calendar days (or such longer period as is required under state law) before signing

this Agreement (or any agreements relating thereto) or before making any payments to Franchisor which are associated with the granting of the franchise rights as provided herein.

30.4. Franchisee has read and understood this Agreement, the attachment(s) hereto, and agreements relating thereto, if any, and Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement. Franchisor encourages Franchisee to obtain independent professional assistance (both legal and financial) in connection with its review of this Agreement.

30.5. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of any other party hereto, the party so executing must use all commercially reasonable efforts to furnish to such other party a manually executed version of the Agreement at the earliest opportunity.

[Signature pages follow]

EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement which shall be effective on the date of Franchisor's execution as set forth above.

Franchisor
QUALITY IS OUR RECIPE, LLC

By:_____
Name: _____
Title: _____

Legal Dept._____

[Continued on the next page]

EXHIBIT B

Franchisee

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

_____
_____, Individually
Date: _____

_____
_____, Individually
Date: _____

EXHIBIT B

EXHIBIT A
OWNERSHIP ACKNOWLEDGMENT

Franchisee hereby acknowledges that a partnership, joint venture, corporation, limited liability company or other business entity ("**Business Association**") is included as a Franchisee or Guarantor as defined in Franchisor's Unit Franchise Agreement to which this Ownership Acknowledgment is attached. As a material part of Franchisor's Unit Franchise Agreement, Franchisee hereby warrants, acknowledges and represents that the information set out below is complete and accurate, and Franchisee agrees that any change in the structure of the Business Association(s) shall be in accordance with the terms and conditions of the Franchisor's Unit Franchise Agreement.

(A) The following list includes the names of each person who owns a voting or non-voting interest in _____ (a Franchisee or Guarantor), and the percentage of the total authorized shares or interest which each person owns in that Business Association, showing a total of 100%. If more than one Business Association is a Franchisee or Guarantor, the Supplemental Ownership Acknowledgment on the back of this page has been used to set out that ownership.

NAME	PERCENTAGE OF VOTING INTEREST OWNED	PERCENTAGE OF NON-VOTING INTEREST OWNED (If different from voting interest)

(B) If any of the owners of the Franchisee or Guarantor as listed in (A) above are also Business Associations, the following list includes the name of each person who owns a voting or non-voting interest in _____ (an owner of the Franchisee or Guarantor) and the percentage of the total authorized shares or interest which each person owns in that Business Association, showing a total of 100%. If more than one Business Association is an owner of the Franchisee or Guarantor, the Supplemental Ownership Acknowledgment on the back of this page has been used to set out that ownership.

NAME	PERCENTAGE OF VOTING INTEREST OWNED	PERCENTAGE OF NON-VOTING INTEREST OWNED (If different from voting interest)

FRANCHISEE

_____

_____

EXHIBIT B

EXHIBIT A
SUPPLEMENTAL OWNERSHIP ACKNOWLEDGMENT
FOR

_____

A. NAME	PERCENTAGE OF VOTING INTEREST OWNED	PERCENTAGE OF NON-VOTING INTEREST OWNED (If different from voting interest)

B. NAME	PERCENTAGE OF VOTING INTEREST OWNED	PERCENTAGE OF NON-VOTING INTEREST OWNED (If different from voting interest)

EXHIBIT B

EXHIBIT B

GUARANTY

As an inducement for and in consideration of the granting of franchise and Licensed Rights for the Wendy's and Wendy's Old Fashioned Hamburgers Restaurant to be located at _____ (the "**Restaurant**") to _____ ("**Franchisee**") pursuant to the terms and conditions of the _____ Franchise Agreement dated _____ (the "**Franchise Agreement**"), _____ (collectively, "**Guarantors**"), having a common mailing address of _____, hereby jointly and severally unconditionally guarantee all of the obligations, terms and conditions of the Franchise Agreement on behalf of Franchisee under the Franchise Agreement. Guarantors hereby further agree to pay all costs and expenses, including, without limitation, all court costs and reasonable attorneys fees and legal expenses, paid or incurred by Quality Is Our Recipe, LLC or its affiliates (collectively, "**Franchisor**") in endeavoring to enforce, or of prosecuting any action with respect to, any of the terms and conditions of the Franchise Agreement, any promissory note, agreement, document or instrument entered into by Franchisee and delivered to Franchisor, and pertaining to the Franchise Agreement as defined herein.

Guarantors hereunder are either financially interested in Franchisee or will receive other benefits as the result of the Guarantors' promise herein.

Guarantors agree that in the event of a breach of any promise or obligation under the Franchise Agreement by Franchisee, Guarantors shall perform as if Guarantors were personally and fully liable thereon. Such guarantee shall continue until and unless Franchisor has, in writing, specifically released Guarantors from such guarantee. In the event of the death, incapacity, bankruptcy, dissolution or insolvency of Guarantors, or any of them, or if Guarantors (or any of them) dispose of all or substantially all of their assets, then, in addition to any other rights and remedies, Franchisor reserves the right to require a replacement guarantor(s) (i) with a net worth comparable to the net worth of Guarantors on the date of execution of this Guaranty, (ii) who executes Franchisor's then-current Guaranty; and (iii) who is otherwise acceptable to Franchisor.

Guarantors independently agree to be bound by and comply with the provisions, covenants and requirements contained in Sections 10, 15, 16, 17, 18, 21, 22, 27, and 28 of the Franchise Agreement.

Except as otherwise provided herein, this Guaranty shall be a continuing, absolute and unconditional Guaranty, irrespective of (i) the absence of any attempt by Franchisor to enforce the provisions of the Franchise Agreement as to Franchisee, or (ii) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. The obligations of Guarantors hereunder are independent of the obligations of Franchisee under the Franchise Agreement, and separate action or actions may be brought and prosecuted against Guarantors, whether action is brought against Franchisee or whether Franchisee, its successors or assigns are joined in any such action or actions. Guarantors hereby waive any right to require

Franchisor to: (i) proceed against Franchisee, (ii) proceed against or exhaust any security from Franchisee, or (iii) pursue any remedy in Franchisor's power whatsoever.

Guarantors further agree that this Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time the payment of Franchisee's obligations, or any part thereof, to Franchisor, or fulfillment of any other term or condition under the Franchise Agreement is rescinded or must otherwise be returned or undone by Franchisor upon the insolvency, bankruptcy or reorganization of Franchisee or otherwise, all as though such payment to Franchisor had not been made.

Franchisor is hereby authorized, without notice or demand and without affecting the liability of Guarantors hereunder, to, from time to time (i) change, modify or otherwise amend the provisions of the Franchise Agreement, (ii) change, modify or otherwise amend the terms of any promissory note, or other agreement, document or instrument pertaining to the Franchise Agreement and now or hereafter entered into by Franchisee and delivered to Franchisor, (iii) accept partial payment, or partial performance by Franchisee under the Franchise Agreement, or under any promissory note, other agreement, document or instrument pertaining to the Franchise Agreement and now or hereafter entered into by Franchisee and delivered to Franchisor, and (iv) settle, release, waive, compromise, extend, collect or otherwise liquidate part or all of the obligations due Franchisor under the Franchise Agreement or under any other agreement, document, promissory note or instrument pertaining thereto, all without affecting or impairing the obligations of Guarantors hereunder.

Guarantors agree that notice to the Franchisee will constitute notice to Guarantors.

Guarantors hereby waive any benefit of, and any right to participate in, any security or collateral given to Franchisor to secure payment of any obligations due Franchisor under the Franchise Agreement, or any other liability of Franchisee to Franchisor. Guarantors further agree that any and all claims of Guarantors against Franchisee, any indorser or any other guarantor of all or any part of any obligations under the Franchise Agreement, or against any of their respective properties, whether arising by reason of any payment by Guarantors to Franchisor pursuant to the provisions hereof, or otherwise, shall be subordinate and subject in right of payment to the prior payment, in full, of all obligations under the Franchise Agreement, all reasonable costs of collection (including reasonable attorneys' fees and legal expenses) and any other liabilities or obligations owing to Franchisor by Franchisee, which may arise either with respect to or on any note, instrument, document, item, agreement or other writing heretofore, now or hereafter delivered to Franchisor. Guarantors also waive all setoffs and counterclaims and all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty. Guarantors further waive all notices of the existence, creation or incurring of new or additional indebtedness, arising either from loans extended to Franchisee or otherwise, and also waives all notices that the obligations under the Franchise Agreement, or any portion thereof, and/or any interest on any instrument or document evidencing all or any part of any loan indebtedness is due, notices of any and all proceedings to collect from the makers, any indorser or any other guarantor of all or any part of any other indebtedness, or from anyone else, and, to the extent permitted by law, notices of exchange, sale, surrender or other handling of any security or collateral given to Franchisor to secure payment of the obligations under the Franchise Agreement, or any other indebtedness.

EXHIBIT B

No delay on the part of Franchisor in the exercise of any right or remedy under the Franchise Agreement shall operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy under the Franchise Agreement shall preclude any further exercise thereof, nor shall any modification or waiver of any of the provisions of this Guaranty be binding upon Franchisor, except as expressly set forth in a writing duly signed and delivered on Franchisor's behalf by an authorized officer or agent of Franchisor. Franchisor's failure at any time or times hereafter to require strict performance by Franchisee, its successors and assigns, or Guarantors of any of the terms and conditions contained in the Franchise Agreement, any promissory note, security agreement, agreement, guaranty, instrument or document now or at any time or times hereafter executed by Franchisee and delivered to Franchisor relative to the Restaurant which is the subject of the Franchise Agreement as defined herein shall not waive, affect or diminish any right of Franchisor at any time or times hereafter to demand strict performance thereof and such right shall not be deemed to have been waived by any act or knowledge of Franchisor, its agents, officers or employees, unless such waiver is contained in an instrument in writing signed by an officer or agent of Franchisor and directed to Franchisee, specifying such waiver. No waiver by Franchisor of any default shall operate as a waiver of any other default or the same default on a future occasion, and no action by Franchisor permitted hereunder shall in any way affect or impair Franchisor's rights or the obligations of Guarantors under this Guaranty.

This Guaranty shall be binding upon Guarantors and upon the successors and assigns, heirs and legal representatives of Guarantors and shall inure to the benefit of Franchisor and its successors and assigns. All references herein to Franchisee shall be deemed to include its successors and assigns, including, without limitation, a receiver, trustee or debtor in possession of or for Franchisee.

If any of Guarantors are a corporation, partnership or other business entity (referred to in this paragraph as the "**Business Association Guarantors**"), such Guarantors represent that they have accurately completed the Ownership Acknowledgment attached as Exhibit A to Franchisor's Unit Franchise Agreement. The Business Association Guarantors also agree that without the prior written consent of Franchisor, there shall be no sale, resale, pledge, assignment, transfer or encumbrance of any voting stock of, or other ownership interest in, the Business Association Guarantors, which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of "control" of the Business Association Guarantors within the meaning of the Securities Exchange Act of 1934 and the regulations thereunder. If the Business Association Guarantors request but Franchisor does not grant such consent, then the Business Association Guarantors may propose a replacement guarantor(s), which replacement guarantor(s) must (i) have a net worth comparable to the net worth of the Business Association Guarantors on the date of execution of this Guaranty, (ii) execute Franchisor's then-current Guaranty, and (iii) be otherwise acceptable to Franchisor.

This Guaranty has been delivered and accepted at and shall be deemed to have been made at Columbus, Ohio. This Guaranty shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the local laws of the State of Ohio. Guarantors consent to the personal jurisdiction of the courts of the State of Ohio and the federal courts located in Ohio so that Franchisor or its Affiliates may sue Guarantors in Ohio to enforce this Guaranty. The Guarantors agree not to claim that Ohio is an inconvenient place for trial. At

Franchisor's option, the venue (location) of any suit to enforce this agreement may be in Franklin County, Ohio.

Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provisions shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty. All references to the singular shall be deemed to include the plural and all references to the plural shall be deemed to be singular where the context so requires.

This Guaranty may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a keypad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of Franchisor, Guarantors must use all commercially reasonable efforts to furnish to Franchisor a manually executed version of this Guaranty at the earliest opportunity.

IN WITNESS WHEREOF, this Guaranty has been duly executed by Guarantors as of _____.

GUARANTORS:

_____

_____

EXHIBIT B

EXHIBIT C[2]

Data Processing Addendum

This Data Processing Addendum ("**Addendum**") forms a part of the Franchise Agreement between Quality is Our Recipe, LLC including as successor in interest, Wendy's International, LLC ("**Franchisor**") and _____ ("**Franchisee**", and together with Franchisor, "**Parties**" and each a "**Party**"), dated _____ (the "**Agreement**"), for the Wendy's restaurant located at _____. The Parties hereby agree that the terms and conditions set out below shall be added as an Addendum to the Agreement.

1. **Definitions.** For purposes of this Addendum, the following terms shall have the meanings set forth below. Any capitalized terms used herein that are not defined shall have the meaning attributed to them in the Franchise Agreement to which it is addended.

   1.1. "Data Protection Laws" means all applicable local, state, or national laws, rules and regulations related to privacy, security, data protection, and/or the Processing of Personal Data, as amended, replaced or superseded from time to time.

   1.2. "Data Subject" means the identified or identifiable person to whom Personal Data relates.

   1.3. "Deidentified Information" means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular Data Subject.

   1.4. "**Disclosing Party**" means the Party that discloses Personal Data to the other Party.

   1.5. "**Limited Purpose**" means the purpose for which the Receiving Party may process the Personal Data as recorded in Appendix 1 to this Addendum.

   1.6. "Personal Data" means (a) information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household; and (b) any information defined as "personal data", "personal information," or other similar terms under applicable Data Protection Laws.

   1.7. "Personal Data Breach" means the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, or access to, Personal Data.

   1.8. "Process" means any operation or set of operations that is performed upon Personal Data, whether or not by automatic means, such as access, collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, return or destruction.

   1.9. "**Receiving Party**" means the Party that receives Personal Data from the Disclosing Party.

   1.10. "Subprocessor" means any third party appointed by or on behalf of a Receiving Party to Process Personal Data.

2. **Relationship Between the Parties.** The Parties acknowledge and agree that each Party may receive Personal Data from the other Party in the course of performing their obligations under the Agreement, as further described in Appendix 1 to this Addendum. Where a Receiving Party Processes Personal Data on behalf of the Disclosing Party, the Receiving Party agrees that it will comply with the obligations set forth in this Addendum with respect to such Personal Data.

---

[2] *As of March 2023, for use with Restaurants to be located in California, Colorado, Connecticut & Virginia*

EXHIBIT B

3. Processing of Personal Data

3.1. The Receiving Party will only Process the Personal Data shared with it for the Limited Purpose and as permitted by this Addendum, which together constitute Disclosing Party's instructions, unless otherwise required under law, statute or regulation, or by court order. Subject to Section 8 of this Addendum, the Receiving Party will only Process the Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

3.2. The Receiving Party will take reasonable steps to ensure that access to the Disclosing Party's Personal Data is limited to those employees, agents, and Subprocessors who have a need to know or otherwise access the Disclosing Party's Personal Data for the Limited Purpose, and who are bound in writing to protect the confidentiality of the Disclosing Party's Personal Data.

3.3. The Receiving Party will comply with the obligations and restrictions imposed on it by applicable Data Protection Laws, including that the Receiving Party will not (a) "Sell" or "Share for purposes of cross-context behavioral advertising" (as those terms are defined under applicable Data Protection Laws") the Disclosing Party's Personal Data; (b) retain, use, or disclose the Disclosing Party's Personal Data for any purpose other than the Limited Purpose, or as otherwise permitted by applicable Data Protection Laws; (c) retain, use, or disclose the Disclosing Party's Personal Data outside of the direct business relationship between the Parties; or (d) combine the Disclosing Party's Personal Data with Personal Data that it receives from, or on behalf of, another person or entity or collects from its own interactions with a Data Subject except to perform a business purpose as defined in regulations adopted pursuant applicable Data Protection Laws.

3.4. The Receiving Party will provide the same level of privacy protection with respect to the Disclosing Party's Personal Data as is required by applicable Data Protection Laws and shall notify the Disclosing Party immediately if it determines that it can no longer meet its obligations under applicable Data Protection Laws or this Addendum The Disclosing Party shall have the right to take reasonable and appropriate steps to help ensure that the Receiving Party Processes the Disclosing Party's Personal Data in a manner consistent with the Disclosing Party's obligations under applicable Data Protection Laws, including, without limitation the right, upon reasonable advanced notice, to stop and remediate any unauthorized Processing of the Disclosing Party's Personal Data.

3.5. To the extent that the Receiving Party deidentifies Personal Data, the Receiving Party will (a) take reasonable measures to ensure that the information cannot be associated with an individual, (b) publicly commit to maintain and use the information in deidentified form and not to attempt to reidentify it, (c) implement technical safeguard that prohibit reidentification, (d) implement business processes that specifically prohibit reidentification, (e) implement business processes that prevent inadvertent release of deidentified information, (f) make no attempt to reidentify the information, and (g) contractually obligate any recipients of the deidentified information to comply with all provisions in this paragraph.

4. Security. The Receiving Party shall implement and maintain appropriate technical and organizational safeguards to protect the Disclosing Party's Personal Data that are no less rigorous than accepted industry standards for information security and shall ensure that all such safeguards comply with applicable Data Protection Laws. In assessing the appropriate level of security, the Receiving Party shall take into account the risks that are presented by Processing, in particular

from accidental, unauthorized, or unlawful destruction, loss, alteration, damage, disclosure of, or access to Personal Data transmitted, stored, or otherwise Processed.

5. Personal Data Breach

5.1. In the event of an actual or suspected Personal Data Breach, impacting the Disclosing Party's Personal Data or any system which houses the Disclosing Party's Personal Data, the Receiving Party shall (a) notify the Disclosing Party immediately after the Receiving Party or any Subprocessor becomes aware of such Personal Data Breach; (b) provide the Disclosing Party with sufficient details of the Personal Data Breach to allow the Disclosing Party to meet any obligations under Data Protection Laws to report or inform Data Subjects or relevant Regulators of the Personal Data Breach; and (c) cooperate, and require any Subprocessor to cooperate, with the Disclosing Party in the investigation, mitigation, and remediation of any such Personal Data Breach.

5.2. To the extent incurred in connection with a Personal Data Breach due to the Receiving Party's or any Subprocessor's action or inaction, the Receiving Party shall be responsible for: (a) the Disclosing Party's attorneys' and consultants' fees; (b) the cost of providing notice to affected Data Subjects; (c) the cost of providing notice to Regulators, credit bureaus, or other required entities; (d) the cost of providing affected Data Subjects with credit monitoring and protection services for twelve (12) months (or longer, if required by applicable Data Protection Laws) to the extent the disclosure of the affected Data Subject's Personal Data could lead to a compromise of the Data Subjects' credit or credit standing or if otherwise required by applicable Data Protection Laws; (e) the cost of any other legally required or industry standard measures; and (f) fines or penalties attributable to the Personal Data Breach. The Receiving Party's liability related to this Section shall not be subject to or limited by any limitations of liability provision in the Agreement.

6. Subprocessors

6.1. The Receiving Party shall not engage any Subprocessors without notifying the Disclosing Party and obtaining the Disclosing Party's prior written authorization. The Disclosing Party may withhold such authorization in its absolute discretion.

6.2. With respect to any Subprocessor, the Receiving Party shall:

6.2.1. carry out adequate due diligence to ensure that each Supbrocessor is capable of meeting the requirements set forth in this Addendum;

6.2.2. enter into a written agreement with each Subprocessor containing the same obligations imposed on the Receiving Party under this Addendum and applicable Data Protection Laws with respect to the Disclosing Party's Personal Data; and

6.2.3. remain fully liable for the acts or omissions of its Subprocessors.

7. Data Subject Rights

7.1. The Receiving Party shall promptly notify the Disclosing Party if it receives a request from a Data Subject regarding the Disclosing Party's Personal Data, including a request by a Data Subject to exercise a right under Data Protection Laws. The Receiving Party shall await instructions from the Disclosing Party concerning whether, and how, to respond to such a request.

7.2. The Receiving Party shall assist the Disclosing Party in fulfilling Disclosing Party's obligations to respond to such requests, including at minimum, maintaining the ability to

access, modify, remove from Processing, or irrevocably delete or destroy the Personal Data of an individual Data Subject when requested by the Disclosing Party.

7.3. Should the Receiving Party or any Subprocessor directly perform any data collection from Data Subjects in connection with the Disclosing Party's instructions, the Receiving Party shall ensure that Data Subjects receive the Disclosing Party's Privacy Policy at or before the point at which any information is collected about the Data Subject.

8. Deletion or Return of Disclosing Party Personal Data. The Receiving Party shall promptly return or destroy (at the Disclosing Party's election) all copies of the Disclosing Party's Personal Data in its possession, or in the possession of its Subprocessor (a) any time requested by the Disclosing Party, or (b) within sixty (60) calendar days of the effective date of termination of the Agreement.

9. Compliance and Audits

9.1. Upon the Disclosing Party's request, the Receiving Party shall provide such assistance as the Disclosing Party reasonably requires to ensure compliance with the Disclosing Party's obligations under applicable Data Protection laws, including, but not limited to, any data protection impact assessments.

9.2. In addition to any audit rights the Disclosing Party may have under the Agreement, the Receiving Party shall make available to the Disclosing Party all information necessary to demonstrate the Receiving Party's compliance with this Addendum, as well as any applicable Data Protection Laws, and shall allow for and contribute to audits, including inspections, by the Disclosing Party, or a third-party auditor mandated by the Disclosing Party, in order to assess the Receiving Party's compliance. The Receiving Party shall fully cooperate with such audits or assessments by providing reasonable access to knowledgeable personnel; physical premises; and any relevant records, documentation, processes, and systems in order that the Disclosing Party may satisfy itself of the Receiving Party's compliance with this Addendum.

10. Liability. For the avoidance of doubt, the provisions of the Agreement shall apply to and govern any claims, losses, liability, and costs arising out of or relating to this Addendum.

11. Effect of Termination. Upon expiration or termination of the Agreement for any reason, a Receiving Party's obligations under this Addendum in relation to the Processing of the Disclosing Party's Personal Data shall continue for as long as the Receiving Party has access to such Personal Data.

12. General Terms. This Addendum supersedes any prior data processing agreements, addenda or similar terms between the parties. Should any provision of this Addendum be invalid or unenforceable, then the remainder of this Addendum will remain valid and in force. The invalid or unenforceable provision shall be either: (a) amended as necessary to ensure its validity and enforceability, while preserving the intent of the provision as closely as possible or, if this is not possible, (b) construed in a manner as if the invalid or unenforceable part had never been contained therein. In the event of any conflict between the Agreement and this Addendum, this Addendum will govern. If any variation is required to this Addendum as a result of a change in applicable Data Protection Laws, the Parties agree to discuss and negotiate in good faith any necessary variation to this Addendum.

EXHIBIT B

Franchisor
QUALITY IS OUR RECIPE, LLC

By:_____
Name: Kris A. Kaffenbarger
Title: VP, Global System Optimization, Franchise & Portfolio Management

Legal Dept._____

Franchisee

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

_____
_____, Individually
Date: _____

_____
_____, Individually

EXHIBIT B

Appendix 1

1. Franchisor Processing of Personal Data

Description of the nature and purpose of the processing:
The collection and processing of any necessary data of employee/worker, customers or consumers such as training or as part of food safety and other audits; to complete orders or customer care related issues; as captured on CCTV footage; and to provide services related to marketing and advertising.

Categories of Data Subjects whose Personal Data is Processed

Employees/workers, directors and officers
Customers and prospective customers
Visitors to the premises/vessel and others captured on CCTV

Categories of Personal Data Processed

Name, contact details, job title, images, comments, details of orders placed, details of training provided and attendance, customer complaints/issues, details of incidents/health & safety issues, success stories and CCTV footage.

For Franchisee directors/officers: Date of birth, address, citizenship, and other geographic information; financial, investment, and other financial information; references and business associations; legal information (including criminal offence data).

2. Franchisee Processing Personal Data

Description of the nature and purpose of the processing:
The collection of any necessary personal data from consumers, customers or other third parties for the operation of a Wendy's Restaurant and related sales and marketing.

Categories of Data Subjects whose Personal Data is Processed

Employees/workers, directors and officers
Customers and prospective customers
Visitors to the premises/vessel and others captured on CCTV

Categories of Personal Data Processed

Name, contact details, job title, images, comments, details of orders placed, details of training provided and attendance, customer complaints/issues, details of incidents/health & safety issues, success stories and CCTV footage.

Name and order details; loyalty and rewards data; operational and test market information (to the extent this information constitutes Personal Data)

EXHIBIT B

FROSTY CART ADDENDUM (US)

This FROSTY CART ADDENDUM (this "**Addendum**") is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (hereinafter **"Wendy's"** or **"Franchisor"**), _____ ("**Franchisee**") and _____ ("**Guarantor**").

WHEREAS, Franchisor is engaged in the business of operating and franchising a distinctive style of quick-service restaurant utilizing certain specifications, methods, procedures, identification schemes and proprietary marks and information;

WHEREAS, Franchisor and Franchisee have, contemporaneously herewith, entered into a Unit Franchise Agreement (**"Franchise Agreement"**), which provides for the operation of and Licensed Rights to a Wendy's Old Fashioned Hamburgers Restaurant located at _____ (**"Restaurant"**); and

WHEREAS, Franchisee has requested, in lieu of opening and operating a prototypical freestanding restaurant, to operate a Frosty® Cart (the "**Frosty Cart**") which is located within a larger facility identified as _____ (the "**Facility**");

[*APPLICABLE FOR 2023 OPENINGS: WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new Frosty Cart on or before December 31, 2023 (the* ***"Frosty Cart Incentive");***

WHEREAS, because the Restaurant is a Frosty Cart opening on or before December 31, 2023, Franchisee is entitled to the benefits of the Frosty Cart Incentive; and]

NOW, THEREFORE, in consideration of the premises and of the covenants contained herein, the parties, intending to be legally bound, mutually agree as follows:

1. Capitalized terms used herein but not otherwise defined shall have the meaning as set forth in the Franchise Agreement. All references to the "Restaurant" in the Franchise Agreement and this Addendum shall mean the Frosty Cart as defined herein. Franchisor has approved the Frosty Cart as an Approved Location and acknowledges that the Frosty Cart is different from a prototypical freestanding "Wendy's" restaurant.

2. Throughout the Term, Franchisor and Franchisee shall work together to address any variances which are made necessary by the nature of the Frosty Cart. Notwithstanding the foregoing, Franchisee will operate the Frosty Cart in strict conformity with the Franchise Agreement, the Operations Manual, and all such other standards and procedures prescribed by Franchisor and fully implement all of the equipment and operational components necessary for the operation of the Frosty Cart. Any proposed deviation from Franchisor's prescribed standards and procedures must be submitted in advance to Franchisor for its review and written approval, which approval may be withheld in Franchisor's sole discretion. Failure to comply with Franchisor's prescribed standards and procedures without specific prior written approval from Franchisor may result in a default under the Franchise Agreement and may disqualify Franchisee from further participating in the

operation of Frosty Carts, in addition to any other rights or remedies Franchisor may have under the Franchise Agreement and this Addendum.

3. Section 2.1 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> Except as otherwise provided herein, the initial term ("**Initial Term**") of this Agreement shall begin on the Effective Date and expire five (5) years from the Opening Date.

4. The introductory paragraph of Section 2.2 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> Upon the expiration of the Initial Term, Franchisee may, at its option, renew the rights and obligations to operate the Restaurant for one (1) additional consecutive term of five (5) years ("**Renewal Term**") (any effective Initial Term or Renewal Term being collectively referred to as the "**Term**" of this Agreement), provided that prior to the expiration of the Initial Term, Franchisee has met the following conditions:

For the avoidance of doubt, the remainder of Section 2.2. of the Franchise Agreement remains unchanged.

5. Section 3.2 of the Franchise Agreement (including subparagraphs 3.2.A., 3.2.B., 3.2.C. and 3.2.D. thereunder) is hereby deleted in its entirety and replaced with the following:

> 3.2. Franchisee shall demonstrate to Franchisor's satisfaction that Franchisee has the right to possession of the Approved Location. If Franchisee will occupy the premises from which the Franchised Business is conducted under a lease, Franchisor reserves the right to require Franchisee to submit such lease to Franchisor for its review.

6. Section 3.4 of the Franchise Agreement is hereby amended so as to include the following additional language in subsections 3.4.D and 3.4.E thereunder:

> 3.4.D. It is acknowledged and agreed that Franchisor's standard plans, specifications and layouts may not be utilized in connection with the Restaurant; provided however, any and all variances which relate to or are a part of the Restaurant shall require Franchisor's prior written approval.
>
> 3.4.E. Franchisor retains the right to review the design and plans for the appearance and general layout of the facility where the Restaurant will be located. Franchisor further retains the right to approve any and all joint signage, and items that are located in or connected to the Restaurant that might otherwise reasonably be expected to affect the consistent image or public perception of the Restaurant, provided however, that such approval shall not be unreasonably withheld.

EXHIBIT B

7. [*APPLICABLE FOR 2023 OPENINGS: 5.1 The Technical Assistance Fee referenced in Section 5.1 of the Franchise Agreement is hereby waived /*] Section 5.1 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> 5.1. Franchisee has paid to Franchisor a Technical Assistance Fee (**"Technical Assistance Fee"**) of Twelve Thousand Five Hundred Dollars ($12,500.00), receipt of which is hereby acknowledged by Franchisor. The Technical Assistance Fee shall be fully earned and shall be nonrefundable in consideration of administrative and other expenses incurred by Franchisor in granting the rights in this Agreement and for Franchisor's lost or deferred opportunity to grant these rights to other parties.

8. [*APPLICABLE FOR 2023 OPENINGS: Section 5.2 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:*

> *Notwithstanding the foregoing, however; Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales during the first 24 months after the Restaurant opens will be an amount equal to 4% of the Gross Sales of the Restaurant during the preceding month. The monthly royalty fee will increase to the standard rate of 6% of the Gross Sales of the Restaurant after the expiration of the forgoing 24-month period (effective on the second anniversary of the "Opening Date" of the Restaurant as defined in Section 3.5 of the Franchise Agreement). The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.]*

9. The first sentence of Section 5.3 of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

> During the Term, Franchisee shall expend, on a monthly basis, on advertising and promotion, or contribute for the purpose of advertising and promotion, an amount which, in the aggregate, equals two percent (2%) of the Restaurant's previous month's Gross Sales (the "**Advertising Contribution**").

For the avoidance of doubt, the remainder of Section 5.3 of the Franchise Agreement remains unchanged.

10. Section 6.6 of the Franchise Agreement is hereby amended to include the following additional language:

> Franchisee shall comply with Franchisor's hours and days of operation, so long as such hours do not conflict with the restrictions for the operation of the Facility. Franchisee agrees that the hours of operation for the Frosty Cart shall be consistent with the normal business hours of the other restaurants and businesses located at the Facility.

11. Section 6.11.B of the Franchise Agreement is hereby amended to include the following additional language:

Provided, however, that Franchisor and Franchisee acknowledge and agree that Franchisor's standard menu offerings are not to be provided at the Frosty Cart, and Franchisor will provide a Frosty Cart-specific menu; for example, such menu may include, without limitation, Frosty Sundaes and Frosty Fusions with various syrups and other toppings.

12. Section 6.15 of the Franchise Agreement is hereby amended to include the following additional language:

> Provided, however, if Franchisee has given Franchisor written notice that the party controlling the Facility requires prior approval of Franchisor's inspections, then Franchisor acknowledges that prior approval by such third party shall be necessary. Franchisee agrees that where possible, Franchisee will work in good faith with Franchisor and such third party to allow Franchisor to obtain such approval directly from such party in an effort to permit unannounced (as to Franchisee) inspections by Franchisor consistent with this Agreement.

13. The following Section 12.8 is hereby added to the Franchise Agreement:

> For Franchisor to gain valuable insight into the financial and operational impact of the operation of the Frosty Cart, and for Franchisor to ensure that the operation of the Frosty Cart satisfies Franchisor's high operating standards with respect to quality and service, the operation of the Frosty Cart will be subject to extensive review and evaluation by Franchisor on an ongoing basis. Franchisee will fully cooperate with Franchisor in this regard; including: on a monthly or more frequent basis, as reasonably requested by Franchisor, Franchisee will provide to Franchisor, or allow Franchisor with direct access to, detailed sales, transaction log (TLOG), product unit, price and mix information, profit and loss statements, product/ingredient usage and variance information, operational feedback and information, service time data, customer feedback, and other data and information that Franchisor may reasonably request relative to your development, construction, opening and subsequent operation of the Frosty Cart in a format acceptable to Franchisor.

14. For the avoidance of doubt, pursuant to Section 13.1 of the Franchise Agreement, Franchisor hereby specifies that Franchisee shall, commencing on the Opening Date, (i) contribute 75% of the Advertising Contribution, being 1.5% of Gross Sales, to WNAP, (ii) contribute 25% of the Advertising Contribution, being 0.5% of Gross Sales, to local advertising and promotion, and (iii) not be required to contribute any amount to the Cooperative (nor participate in such Cooperative as otherwise required by Section 13.4). Such specification shall continue until Franchisor specifies different requirements as permitted by the Franchise Agreement.

15. For the avoidance of doubt, Franchisor and Franchisee acknowledge and agree that the Frosty Cart shall not count toward the overall System restaurant count for the purpose of Section 13.2 of the Franchise Agreement, unless Franchisor determines otherwise in its sole discretion.

16. Except as modified in this Addendum, the Franchise Agreement will continue in full force and effect. In the event of any conflict between the Franchise Agreement and this Addendum, the terms of this Addendum will supersede and control. Franchisee and Franchisor acknowledge and agree that the terms and conditions of this Addendum are hereby incorporated in the Franchise Agreement, and that any breach of the terms or conditions of this Addendum by Franchisee shall constitute a material default under the Franchise Agreement.

17. This Addendum sets forth the entire agreement between the parties concerning your request to operate the Frosty Cart and incorporates all prior discussions, negotiations, agreements and understandings. Except for those permitted to be made unilaterally by Franchisor hereunder, no alteration, amendment, change or addition to this Addendum will be binding unless in writing and signed by all of the parties.

18. This Addendum may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of any other party hereto, the party so executing must use all commercially reasonable efforts to furnish to such other party a manually executed version of the Addendum at the earliest opportunity.

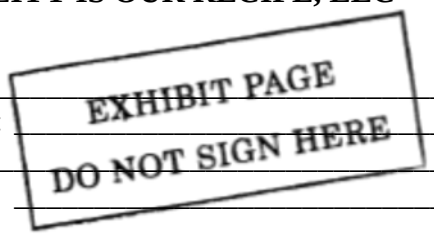
[remainder of page left intentionally blank]

EXHIBIT B

IN WITNESS WHEREOF, this Frosty Cart Addendum is effective as of the date it is executed by Quality Is Our Recipe, LLC.

THE COMPANY:

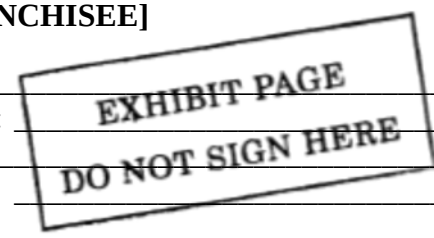
QUALITY IS OUR RECIPE, LLC



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

Legal Dept.___/_____

FRANCHISEE:
[FRANCHISEE]



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

EXHIBIT B

ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S FRANCHISE DISCLOSURE DOCUMENT AND UNIT FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

This Addendum to the Franchise Disclosure Document and the Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at _____ between franchisor and franchisee as set forth below in order to amend and revise the Franchise Disclosure Document and the Unit Franchise Agreement as follows:

1. The Cover Page of the Franchise Disclosure Document, Item 17 and Paragraph 28.1 and 28.2 of the Unit Franchise Agreement are amended by the addition of the following language:

   "This paragraph shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Illinois Franchise Disclosure Law, including the right to submit matters to the jurisdiction of the courts of Illinois." ILLINOIS (815 ILCS 705/19 and 20). Illinois law will apply to claims arising under the Illinois Franchise Disclosure Act.

2. Paragraph 28.4 of the Unit Franchise Agreement is amended by the addition of the following language:

   "This paragraph shall not in any way abrogate or reduce any rights of the Franchisee as provided by the Illinois Franchise Disclosure Act, including the right to comply with the period of limitations included in Section 7 of the Act.

3. Nothing in this Agreement shall constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law (as long as the jurisdictional requirements of that Illinois law are met).

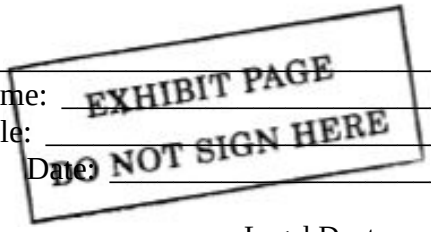
4. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Unit Franchise Agreement, the terms of this Addendum shall govern.

EXHIBIT B

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date set forth below.

FRANCHISOR:
QUALITY IS OUR RECIPE, LLC

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



Legal Dept._____

FRANCHISEE:

_____

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

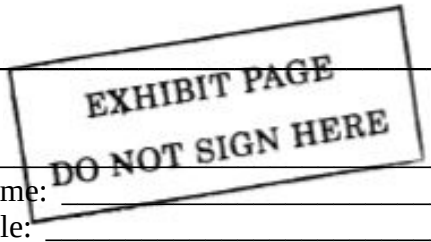


EXHIBIT B

ADDENDUM TO QUALITY IS OUR RECIPE'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MARYLAND

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of Maryland:

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The laws of the State of Maryland may supersede the Unit Franchise Agreement, including the areas of termination and renewal of the Franchise.

3. A franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.

4. The provision of the Unit Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

EXHIBIT B

ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S UNIT FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This Addendum to the Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at _____ between franchisor and franchisee as set forth below in order to amend and revise the Unit Franchise Agreement as follows:

1. Sections 2.2(F) and 15.4(H) of the Unit Franchise Agreement, each of which require the execution of a General Release, are each amended to add the following language:

   "The release requirement of this Section is not intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law. The release required under this Section will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law."

2. The laws of the State of Maryland may supersede the Unit Franchise Agreement, including the areas of termination and renewal of the Franchise.

3. Any claims arising under the Maryland Franchise Registration and Disclosure Laws must be brought within three years after the grant of the Franchise.

4. The following sentence is added at the end of Section 25 of the Unit Franchise Agreement ("Entire Agreement"): "This Section is not intended to, nor will it, act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

5. Section 28.2 of the Unit Franchise Agreement ("Applicable Law") requires venue to be limited to the jurisdiction where Franchisor has its principal place of business. This provision is deleted from all Unit Franchise Agreements for residents of the State of Maryland and/or franchises to be operated in the State of Maryland.

6. The following sentence is added at the end of Section 28.5 of the Unit Franchise Agreement ("Applicable Law"): "This waiver is not intended to act nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

7. All representations requiring you 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.

EXHIBIT B

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date set forth below.

FRANCHISOR:
QUALITY IS OUR RECIPE, LLC

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

Legal Dept._____

FRANCHISEE:

_____

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

EXHIBIT B

ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF MICHIGAN

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

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

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

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (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 five (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 six (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 franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provision of the franchise agreement and has failed to cure the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

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

Any questions regarding this offering should be directed to The Department of Attorney General, Economic Crime Division, 6520 Mercantile Way, Suite 3, Lansing, Michigan 48913, (517) 373-3800.

EXHIBIT B

ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S UNIT FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA

This Addendum to the Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at _____ between Franchisor and Franchisee as set forth below in order to amend and revise the Unit Franchise Agreement as follows:

1. Item 15 of the Franchise Disclosure Document and Paragraph 8.3.B of the Unit Franchise Agreement is amended by the addition of the following language:

   "Provided Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor will protect the Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the Franchisee from any loss, cost or expense arising out of any claim, suit or demand regarding the use of the name."

2. Item 19 of the Franchise Disclosure Document and Paragraph 16.3 of the Unit Franchise Agreement is amended by the addition of the following language:

   "Minnesota law provides Franchisees with certain termination and non-renewal rights. Minn. Stat. Sec 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a Franchisee be given ninety (90) days notice of termination [with sixty (60) days to cure] and one hundred eighty (180) days notice for non-renewal of this Agreement."

3. Section 28 of the Unit Franchise Agreement is amended by the addition of the following language:

   "Pursuant to Minnesota Statute Section 80C.21, this section shall not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota."

4. Item 17 of the Franchise Disclosure Document and Sections 25 and 28 of the Unit Franchise Agreement are amended by the addition of the following language:

   Minnesota Statutes, Section 80C.21 and Minnesota Rule 2860.440(j) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce any of the franchisee's 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.

5. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Unit Franchise Agreement, the terms of this Addendum shall govern.

EXHIBIT B

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date of the Unit Franchise Agreement.

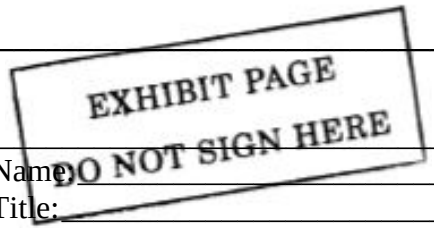
FRANCHISOR:
QUALITY IS OUR RECIPE, LLC

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

Legal Dept._____

FRANCHISEE:

_____



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

EXHIBIT B

ADDENDUM TO QUALITY IS OUR RECIPE'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF NORTH DAKOTA

The following provisions will supersede anything to the contrary in the Franchise Disclosure Document or Unit Franchise Agreement and will apply to all franchises offered and sold under the laws of the State of North Dakota:

1. The laws of the State of North Dakota supersede any provisions of the Unit Franchise Agreement or Ohio law if such provisions are in conflict with North Dakota law. The Unit Franchise Agreement will be governed by North Dakota law, rather than Ohio law, as stated in Section 28.1 of the Unit Franchise Agreement.

2. Any provision in the Unit Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Unit Franchise Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.

3. No release language set forth in the Unit Franchise Agreement shall relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

4. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.

5. Any provision in the Unit Franchise Agreement which requires the Franchisee to waive its right to a trial by jury is deleted from the Unit Franchise Agreement.

6. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to liquidated damages is deleted from the Unit Franchise Agreement.

7. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to a waiver of exemplary and punitive damages is deleted from the Unit Franchise Agreement.

8. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to a limitation of claims is deleted from the Unit Franchise Agreement. The statute of limitations under the laws concerning franchising of the State of North Dakota will apply.

EXHIBIT B

ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S UNIT FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA

This Addendum to the Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at _____ between franchisor and franchisee as set forth below in order to amend and revise the Unit Franchise Agreement as follows:

1. The laws of the State of North Dakota supersede any provisions of the Unit Franchise Agreement or Ohio law if such provisions are in conflict with North Dakota law. The Unit Franchise Agreement will be governed by North Dakota law, rather than Ohio law, as stated in Section 28.1 of the Unit Franchise Agreement.

2. Any provision in the Unit Franchise Agreement which designates jurisdiction or venue or requires the Franchisee to agree to jurisdiction or venue, in a forum outside of North Dakota, is deleted from Unit Franchise Agreements issued in the State of North Dakota. The site of any arbitration will be agreeable to all parties.

3. No release language set forth in the Unit Franchise Agreement will relieve the Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of North Dakota.

4. Covenants restricting competition in the State of North Dakota may be subject to Section 9-08-06 of the North Dakota Century Code.

5. Any provision in the Unit Franchise Agreement which requires the Franchisee to waive its right to a trial by jury is deleted from the Unit Franchise Agreement.

6. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to liquidated damages is deleted from the Unit Franchise Agreement.

7. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to a waiver of exemplary and punitive damages is deleted from the Unit Franchise Agreement.

8. Any provision in the Unit Franchise Agreement which requires the Franchisee to consent to a limitation of claims is deleted from the Unit Franchise Agreement. The statute of limitations under the laws concerning franchising of the State of North Dakota will apply.

EXHIBIT B

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date set forth below.

FRANCHISOR:
QUALITY IS OUR RECIPE, LLC

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

Legal Dept._____

FRANCHISEE:

EXHIBIT PAGE
DO NOT SIGN HERE

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

EXHIBIT B

ADDENDUM TO QUALITY IS OUR RECIPE, LLC'S FRANCHISE DISCLOSURE DOCUMENT FOR THE STATE OF RHODE ISLAND

This Addendum to the Franchise Disclosure Document is set forth below in order to amend and revise the Franchise Disclosure Document as follows:

1. The Cover Page of the Franchise Disclosure Document is amended by the addition of the following language:

> "EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT "HOME STATE" LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE'S SPECIFIC ADDENDUM THAT MAY BE ATTACHED TO THE FRANCHISE DISCLOSURE DOCUMENT FOR DETAILS."

2. Item 17 of the Franchise Disclosure Document is amended to include the following language:

> "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO UNIT FRANCHISE AGREEMENT
FOR THE STATE OF VIRGINIA

This Addendum to Unit Franchise Agreement is executed contemporaneously with the execution of the Unit Franchise Agreement for the Restaurant located at _____, between franchisor and franchisee as set forth below in order to amend and revise the Unit Franchise Agreement as follows:

1. Item 17 of the Franchise Disclosure Document and Paragraphs 28.1 and 28.2 of Unit Franchise Agreement are amended by the addition of the following language:

   "This paragraph shall not in any way abrogate or reduce any rights of the franchisee as provided for in Virginia Franchise Disclosure Law, including the right to submit matters to the jurisdiction of the courts of Virginia." Virginia Code (13.1557-574)

2. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Unit Franchise Agreement, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, understands and consents to be bound by all of its terms as of the date set forth below.

FRANCHISOR:
QUALITY IS OUR RECIPE, LLC

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

Legal Dept._____

FRANCHISEE:

_____

EXHIBIT PAGE
DO NOT SIGN HERE

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

EXHIBIT B

RIDER TO
QUALITY IS OUR RECIPE, LLC'S
FRANCHISE AGREEMENT
FOR USE IN WASHINGTON

This Rider is being entered into as of _____, 20___. The parties to this Rider are _____ ("you") and Quality Is Our Recipe, LLC ("Franchisor").

1. Background. Franchisor and you are parties to that certain _____ Franchise Agreement dated _____ ("Franchise Agreement") that has been executed concurrently with the execution of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being executed because (a) the offer or sale of the franchise for the Wendy's Old Fashioned Hamburgers Restaurant located at _____ you will operate under the Franchise Agreement was made in the State of Washington, (b) you are a resident of the State of Washington, and/or (c) the Wendy's Old Fashioned Hamburgers Restaurant located at _____ will be located or operated in the State of Washington.

2. Addition of Paragraphs. The following paragraphs are added to the end of the Franchise Agreement:

In recognition of the requirements by the Washington Franchise Investment Protection Act and the Rules and Regulations promulgated thereunder, the Franchise Agreement of Franchisor shall be modified as follows:

The State of Washington has a statute, RCW 19.100.180, which may supersede the Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Agreement in your relationship with Franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the State of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

EXHIBIT B

Transfer fees are collectable to the extent that they reflect Franchisor's reasonable estimated or actual costs in effecting a transfer.

The parties to this Rider now execute and deliver this Rider.

FRANCHISOR:
QUALITY IS OUR RECIPE, LLC

By:_____
Name: _____
Title: _____

Legal Dept._____

FRANCHISEE:

_____

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

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually

EXHIBIT C-1

DEVELOPMENT AGREEMENT

This Development Agreement ("**Agreement**") is dated and made effective as of _____, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company ("**Franchisor**"), and _____, a _____ company ("**Developer**").

WHEREAS, Franchisor has developed and owns a distinctive format and system relating to the establishment and operation of Wendy's and Wendy's Old Fashioned Hamburgers restaurants (each a "**Restaurant**") featuring, among other things, hamburgers, chili, salads, French fries, assorted chicken and other sandwiches, frozen desserts, and other food and beverages (the "**System**");

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks "WENDY'S" and "WENDY'S OLD FASHIONED HAMBURGERS," and such other trade names, designs, emblems, labels, signs, symbols, service marks, trademarks, copyrighted materials and other intellectual property as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the "**Proprietary Marks**"); and

WHEREAS, Franchisor and Developer have agreed to enter into this Agreement, pursuant to which Developer will have the right and obligation to develop Restaurants within the geographic area specified in this Agreement during the term of this Agreement;

NOW, THEREFORE, it is mutually agreed as follows:

1. **GRANT.** Franchisor hereby grants to Developer during the term of this Agreement and subject to the conditions hereof the non-exclusive right to develop _____ (_) new Restaurants in the geographical area described on *Exhibit A* and incorporated herein by reference ("**Territory**"). If the Territory includes more than one Designated Market Area ("**DMA**"), as defined by The Nielsen Company, Developer agrees to use good faith efforts to develop and open new Restaurants under this Agreement throughout the entire Territory. The operation of the Restaurants developed pursuant to this Agreement will be governed by independent and individual franchise agreements to be issued by Franchisor in accordance with Section 9 below.

   A. Developer understands and acknowledges that Developer's rights under this Agreement are non-exclusive and during the term of this Agreement Franchisor may in its sole discretion itself develop and operate, and grant rights to others to develop and operate: (i) Restaurants anywhere within the Territory; (ii) anywhere within the Territory, outlets and various food service facilities not under the Wendy's brand, marks and System; and (iii) anywhere outside the Territory, restaurants and other food service facilities of any kind, including Restaurants. Franchisor reserves all rights not granted to Developer by this Agreement. Developer assumes all risks in this regard.

   B. Developer further understands and acknowledges that neither (i) the scrape (or complete demolition) and rebuild of an existing Restaurant, nor (ii) the opening of

a new Restaurant by Developer or its affiliate operating under a common "Combination Number," as such term is used by Franchisor for the System ("**Affiliate**") in connection with the relocation or replacement of an existing Restaurant owned by Developer or its Affiliate, as determined by Franchisor in its sole discretion, will constitute a new Restaurant for purposes of this Agreement and count toward Developer's obligations under this Agreement. Notwithstanding the foregoing, if Developer or its Affiliate replaces an existing Restaurant with a new Restaurant located (i) in the same trade area as the existing Restaurant or (ii) within three miles of the existing Restaurant in an adjacent trade area, Developer or its Affiliate will be eligible for the incentives of the Groundbreaking Incentive Program for such new Restaurant. The boundaries of any aforementioned trade area shall be as determined by Franchisor.

2. **TERM.** Unless earlier terminated pursuant to Section 11 below, this Agreement will expire upon the earlier of (i) the opening of the last of the Restaurants to be opened in accordance with the Development Schedule on *Exhibit B* attached hereto incorporated herein by reference (the "**Development Schedule**"), and (ii) the ten-year anniversary of the Required Open Date set forth in the Development Schedule (the "**Required Open Date**"), as may be extended, for the last of the Restaurants to be opened in accordance with the Development Schedule.

3. **DEVELOPMENT SCHEDULE.** Developer shall timely open and continuously operate properly licensed Restaurants in accordance with the Development Schedule. If Developer opens and continuously operates a greater number of Restaurants in the Territory than is required during any interim period of the Development Schedule, the requirements of the succeeding period(s) will be deemed satisfied to the extent of such excess number of Restaurants, up to the total number of Restaurants specified in the Development Schedule.

4. **FAILURE TO PERFORM.**

A. Developer acknowledges that time is of the essence under this Agreement. Developer agrees that, subject only to the terms and conditions of Section 4.B below, if Developer fails to timely open a new Restaurant by the Required Open Date, then beginning in the month immediately following the Required Open Date, Developer must pay to Franchisor a nonrefundable fee of $5,000 (the "**Monthly Fee**") will be automatically and without prior judicial intervention (including by order or decree) become due and payable by Developer to Franchisor for each month or portion thereof following the Required Open Date through the earlier of (i) the actual date on which the Restaurant opens and (ii) ten (10) years after the Required Open Date.

B. Notwithstanding anything to the contrary contained in this Agreement, the Required Open Date for a new Restaurant will be extended by 12 months to the one-year anniversary of the Required Open Date if Developer has secured the real estate for the new Restaurant through a binding and bona fide purchase or lease agreement and submitted such purchase or lease agreement to Franchisor by the Required Open Date. In addition, Developer's failure to timely open a new Restaurant by the Required Open Date will not constitute a default under this

Agreement, or require payment of the Monthly Fee if such failure results from an event beyond Developer's reasonable control, including, without limitation, all labor disputes, governmental regulations or controls that directly affect the development of the Restaurants, fires or other casualties, inability to obtain any material or services, acts of God, or acts of war or terrorism; provided that, in each case, such event (i) is not caused by the act, omission, negligence or default of Developer, (ii) could not have been avoided by the exercise of reasonable diligence, and (iii) Developer uses good faith and diligent efforts to open the Restaurant as soon as reasonably practicable after the event that gave rise to the delay no longer exists.

C. If Developer's failure to open a new Restaurant by the Required Open Date is due to a reason described in Section 4.B above, then the Required Open Date for such new Restaurant will be extended for a reasonable period after, as the case may be, (i) Franchisor (or Developer) has secured the real estate for the new Restaurant or (ii) the force majeure event that gave rise to the delay no longer exists, in each case as determined by Franchisor in its reasonable business judgment.

D. For the avoidance of doubt, Developer's lack of funds or other financial inability to perform will not constitute a permissible reason for Developer's failure to timely open a new Restaurant by the Required Open Date.

5. **LOCATION OF RESTAURANTS.** Developer is responsible for locating proposed sites within the Territory for each of the Restaurants contemplated in the Development Schedule and during the term of this Agreement, Developer shall use its best efforts to locate suitable sites. Franchisor may, in its sole discretion, offer counseling and advice to Developer in connection with site selection. In no event, however, will Franchisor be obligated to loan money, guarantee leases, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development; these activities and undertakings are the exclusive responsibility of Developer, legally, financially and otherwise.

6. **SITE ACCEPTANCE.** Developer agrees to adhere to Franchisor's standard development process as set forth in Franchisor's then-current New Restaurant Development Policy. Upon selection by Developer of a proposed site for a Restaurant, Developer shall promptly submit to Franchisor such specific site data and demographic and other information concerning the site as may be reasonably required by Franchisor, utilizing such forms as may be required by Franchisor. Franchisor may either accept or reject such site in accordance with Franchisor's then-current site selection documentation, policies and procedures. To be effective, any site acceptance by Franchisor must be in writing. Developer understands and acknowledges that Franchisor may reject any proposed site in its sole discretion, in which event, Developer will not proceed at the rejected site but will seek to locate an acceptable alternative site. The acquisition in any manner of any proposed site prior to acceptance by Franchisor will be at the sole risk and responsibility of Developer and will not obligate Franchisor, in any way, to accept such site. As a condition for accepting a proposed site, Franchisor may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters, and if Developer does not

wish to or cannot satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected.

7. **DISCLAIMER.** In executing this Agreement, accepting a proposed site, giving approvals or advice, or providing services or assistance in connection with this Agreement, Franchisor does not guarantee the suitability of an accepted site or the success of any Restaurant established at such site. Franchisor expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Restaurant. Developer understands and acknowledges that the suitability of any site and the success of any Restaurant depend on many factors outside the control of either Franchisor or Developer (such as (i) changes in the quick-service restaurant industry, including consumer trends toward value-oriented products and promotions or consuming fewer meals away from home, (ii) prevailing economic, market and business conditions, including competition from other food service providers, high unemployment and decreased consumer spending levels, (iii) cost and availability of capital and (iv) cost fluctuations associated with food, suppliers, energy, fuel, distribution or labor), but will depend, in part, on Developer's efforts in the operation of the Restaurant, and Developer assumes all risks associated with the success of such Restaurant.

8. **CONSTRUCTION.**

A. Developer may in no event begin construction of the Restaurant unless the following conditions have been met:

(i) Franchisor has accepted the site in writing;

(ii) Developer has obtained the right to use the site, obtained all necessary permits and governmental approvals, and otherwise obtained the rights to construct, maintain and operate the Restaurant on the site;

(iii) All construction plans, rights, permits, specifications and layouts for the Restaurant have been approved by Franchisor in writing (the "**Approved Plans and Specifications**"); and

(iv) Developer and Franchisor have executed Franchisor's then-current franchise agreement for the accepted site and Developer has paid the required TAF due under such franchise agreement.

B. All construction must be in accordance with the following terms and conditions:

(i) Developer shall construct the Restaurant at the accepted site in accordance with the Approved Plans and Specifications subject, however, to any alteration thereto that may be required by applicable law, regulation or ordinance. If alterations of any kind are required to be made to the Approved Plans and Specifications, such alterations must be approved by Franchisor in writing before any work is begun. All costs and expenses, including engineering and architectural fees, incurred in obtaining approvals from the appropriate governmental authorities of the Approved Plans and Specifications will be paid by Developer;

(ii) Developer may 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 Franchisor. If, at any time, Franchisor determines that Developer has not constructed or remodeled the Restaurant in accordance with the Approved Plans and Specifications approved by Franchisor, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction; and

(iii) The Restaurant must be constructed in accordance with all applicable laws, regulations and ordinances.

C. If, at any time Franchisor determines that Developer has begun constructing or remodeling a Restaurant without all conditions having been met, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already been opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction.

9. **FRANCHISE AGREEMENT.**

A. Construction of a new Restaurant may not begin under any circumstances until the required TAF has been paid and the franchise agreement for such location has been executed by Developer and Franchisor. The TAF payable by Developer will be equal to the amount of the TAF that Franchisor is then charging other franchisees in the System at the time of the signing of each of Developer's franchise agreements. Developer understands and acknowledges that the TAF charged by Franchisor in 2021 is Fifty Thousand Dollars ($50,000) per Restaurant. Developer understands and acknowledges that the TAF may be increased or modified by Franchisor from time to time in its sole discretion with respect to any or all of the Restaurants to be developed hereunder. Developer acknowledges that it will, and will cause such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies to, execute the then-current form of franchise agreement for each Restaurant to be opened pursuant to the Agreement. Each such form of franchise agreement may contain terms that are materially different from the form of franchise agreement currently being used by Franchisor.

B. Developer must comply with Franchisor's then-current franchising policies and procedures for the issuance of each of the franchise agreements. Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is in default of this Agreement or any franchise agreement between Franchisor and Developer. Further, Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is not eligible

for expansion pursuant to Franchisor's then-current expandability criteria, and Developer assumes such risk.

C. Franchisor's determination of expandability will be based upon, without limitation, Developer's compliance with its existing franchise agreement(s) and System initiatives, and certain financial and operational performance metrics utilized by Franchisor in determining the expandability of existing franchisees in the System.

D. Franchisor will be under no obligation to execute and issue a franchise agreement unless Developer has complied in a timely manner with all terms and conditions of this Agreement and has satisfied all requirements set forth herein (including construction requirements) with respect to the pertinent accepted site. If and when a franchise agreement is executed by Franchisor, it will govern the relations between the parties with respect to the pertinent Restaurant.

E. Developer and such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies will also be required to sign and deliver Franchisor's standard General Release of All Claims in connection with Developer's execution of each individual franchise agreement and this Agreement. Copies of Franchisor's current form of franchise agreement and current form of General Release of All Claims are included in Franchisor's current Franchise Disclosure Document, receipt of which Developer has previously acknowledged, as further confirmed by Developer's execution of this Agreement.

10. **NO RIGHT TO OPERATE OR USE PROPRIETARY MARKS.** Developer acknowledges and agrees that (i) Franchisor is the current owner of the Proprietary Marks; (ii) until a franchise agreement has been issued for a specified site, Developer will not have or be entitled to exercise any of the rights, powers and privileges granted by the franchise agreement, including without limitation the right to use the Proprietary Marks; (iii) the execution of this Agreement will not be deemed to grant any such rights, powers or privileges to Developer; and (iv) Developer may not under any circumstances commence operation of any Restaurant prior to execution by Franchisor of a franchise agreement for the pertinent location. Furthermore, this Agreement does not give Developer any right to franchise, license, subfranchise, or sublicense others to operate Restaurants. This Agreement only grants Developer development rights, subject to the terms and conditions hereof.

11. **TERMINATION.**

A. This Agreement will terminate immediately and automatically without notice to either party upon the commencement of any proceedings by or against Developer under the United States Bankruptcy Code, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.

B. Franchisor will have the right at its sole election to terminate this Agreement immediately upon thirty (30) days prior written notice to Developer, upon the occurrence of any of the following:

(i) Developer's failure to comply with the Development Schedule, subject to the terms and conditions of Section 4.B of this Agreement;

(ii) Developer's attempted assignment of this Agreement without the prior written approval of Franchisor;

(iii) if Developer (or any entities comprising Developer) is a corporation, limited liability company or a partnership, the transfer of any of the capital stock, membership interest, or partnership interest of such corporation, limited liability company or partnership during the term of this Agreement without the prior written consent of Franchisor, which consent may be granted or withheld in accordance with the terms of this Agreement, the existing franchise agreement between Franchisor and Developer, and as provided in Franchisor's transaction policies;

(iv) the discovery by Franchisor of any material misrepresentation in any of the information or documents submitted to Franchisor by or on behalf of Developer in connection with this Agreement;

(v) any violation by Developer of any of the provisions of this Agreement; or

(vi) any violation of any franchise agreement or other agreement between Franchisor and Developer.

C. Franchisor will have the right at its election to terminate this Agreement immediately upon written notice to Developer, in the event of the termination by Franchisor of any franchise agreement between Franchisor and Developer pursuant to its terms or in the event of Developer's failure to cure a default under any franchise agreement between Franchisor and Developer within the applicable cure period.

D. For purposes of Section 9 above and this Section 11, any franchise agreements issued to Developer or any of its Affiliates will be deemed an agreement between Franchisor and Developer.

12. **EFFECT OF EXPIRATION OR TERMINATION.** Upon expiration or completion of this Agreement, or upon termination for any reason, the rights granted to Developer pursuant to Section 1 above will be extinguished immediately and Developer will have no further rights within the Territory except as contained in the individual franchise agreements executed by Franchisor and Developer.

13. **CONFIDENTIALITY.** At all times during the term of this Agreement, and after termination of this Agreement for any reason, Developer (and if a corporation, limited liability company or partnership, its shareholders, directors, and officers, members or partners, as individuals) shall not divulge, disclose or communicate, directly or indirectly,

to any other person or entity any confidential or proprietary information or knowledge obtained from Franchisor, whether obtained pursuant to this Agreement or otherwise.

14. **ASSIGNMENT.** This Agreement inures to the benefit of and be binding upon Franchisor, its successors and assigns. The rights granted to Developer in this Agreement represent a special opportunity provided to Developer personally, separate from those afforded by any franchise agreements executed or to be executed by Franchisor and are non-assignable. Neither this Agreement nor any of Developer's rights hereunder are assignable or transferable by Developer, directly or indirectly, by operation of law or otherwise, without, in each case, the prior written consent of Franchisor, which consent Franchisor may withhold in its sole discretion. Upon the direct or indirect sale, transfer or assignment of the franchise agreements pertaining to the Restaurants developed pursuant to this Agreement or Developer's existing Restaurants that results in Developer or its Affiliate no longer operating Restaurants within the Territory (each, a "**Transfer**"), then Franchisor will have the right in its sole discretion to (a) require the transferee of such franchise agreements to assume Developer's obligations under this Agreement as a condition of Franchisor's consent to such Transfer, or (b) terminate this Agreement effective upon Franchisor's consent to such Transfer. Notwithstanding the foregoing, it will not be a violation of this paragraph if Restaurants are developed and opened under this Agreement by one or more of Developer's Affiliates. Franchisor may, without the consent of Developer, assign this Agreement or any of its rights or obligations hereunder to any party. To the extent that the purchaser or assignee shall assume the covenants and obligations of Franchisor under this Agreement, Franchisor shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.

15. **NOTICE.** Any and all notices, demands, or communications required to be given hereunder must be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. FedEx). All notices to Franchisor must be sent to Quality Is Our Recipe, LLC, Attn: Franchise Legal Department, One Dave Thomas Blvd., Dublin, OH 43017, and all notices to Developer must be sent to Developer at _____, or to such other address as either party may hereafter provide in writing to the other as a notice address. Any notice, demand, or communication will be deemed given as of the date of delivery or attempted delivery. Developer must notify Franchisor of and maintain a street address for the purposes of all notices required hereunder and provide Franchisor with current phone numbers and addresses in order to maintain current notice and contact information.

16. **JOINT AND SEVERAL LIABILITY.** If more than one person or entity is a named Developer under this Agreement, such persons' obligations and liabilities under this Agreement will be joint and several and all references in this Agreement to "Developer" include all Developers individually and collectively.

17. **GOVERNING LAW AND FORUM SELECTION.**

A. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Ohio. In the event of any dispute concerning the parties' rights or obligations under this Agreement, Developer agrees, to the extent permitted by applicable law, to file any suit against Franchisor only in the federal

or state court having jurisdiction where Franchisor's principal office is then located. Developer hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

B. Franchisor and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its subsidiaries) on the other hand, whether or not there are other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Developer, or Developer's development of Restaurants in the Territory, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its subsidiaries) on the other hand, must be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action will be barred.

C. Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each will be limited to the recovery of any actual damages sustained by it.

D. Nothing herein contained will bar Franchisor's right to obtain injunctive relief against threatened conduct that Franchisor reasonably believes may cause Franchisor to suffer any loss or damages related to its Proprietary Marks, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

18. **DEVELOPER'S ACKNOWLEDGMENTS AND REPRESENTATIONS.** Developer understands that there are significant risks in any business venture and that Developer's success or failure under this agreement will depend, in part, on Developer's own efforts. Franchisor and its representatives have made no representations to Developer other than the matters set forth in the Franchise Disclosure Document provided to Developer and Developer has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Developer's own independent investigation of the merits of this venture.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties concerning the subject matter hereof and may not be modified except by a written document executed by both parties.

20. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Furthermore, delivery of a copy of a counterpart signature by facsimile or electronic transmission will constitute a valid and binding execution and delivery of this Agreement, and such copy will constitute an enforceable original document. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad,

mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

[The remainder of this page is intentionally left blank.]

EXHIBIT C-1

This Agreement is hereby executed by Franchisor and Developer effective on the date set forth on the first page of this Agreement.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By:_____

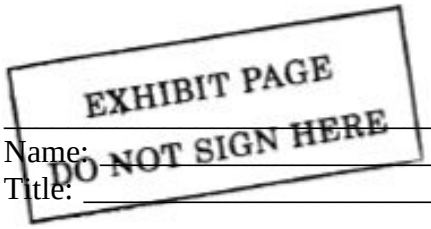
Legal Dept._____

[Continued on the next page]

EXHIBIT C-1

[Continued from the previous page]

DEVELOPER:



By: _____
Name: _____
Title: _____

EXHIBIT C-1

EXHIBIT A

TERRITORY

Any DMA in which Developer currently operates a Wendy's Restaurant and any location for which Developer has an active Real Estate Letter (as defined in Franchisor's New Restaurant Development Policy).

EXHIBIT C-1

EXHIBIT B

DEVELOPMENT SCHEDULE

New Restaurant Requirement	Required Open Date	Cumulative Total

EXHIBIT C-2

[AMENDED AND RESTATED] DEVELOPMENT AGREEMENT

[US Groundbreaker 3.0]

This *[Amended and Restated]* Development Agreement ("**Agreement**") is dated and made effective as of _____, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company ("**Franchisor**"), and _____, a _____ *[limited liability company/corporation]*, and _____, an individual ("**Developer**").

WHEREAS, Franchisor has developed and owns a distinctive format and system relating to the establishment and operation of Wendy's and Wendy's Old Fashioned Hamburgers restaurants (each a "**Restaurant**") featuring, among other things, hamburgers, chili, salads, French fries, assorted chicken and other sandwiches, frozen desserts, and other food and beverages (the "**System**");

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks "WENDY'S" and "WENDY'S OLD FASHIONED HAMBURGERS," and such other trade names, designs, emblems, labels, signs, symbols, service marks, trademarks, copyrighted materials and other intellectual property as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the "**Proprietary Marks**");

*[WHEREAS, Franchisor and Developer are parties to that certain Development Agreement dated _____, 20__ (the "**Existing Development Agreement**"), pursuant to which Developer agreed to develop and open certain new Restaurants within the territories described therein in connection with Franchisor's Groundbreaking Incentive Program (the "**Groundbreaking Incentive Program**");]*

WHEREAS, Franchisor is offering an incentive program for qualifying franchisees that open a new Restaurant under a new or amended development agreement entered into with Franchisor (the "**Groundbreaker 3.0 Incentive Program**"); and

[WHEREAS, Developer desires to take advantage of the benefits of the Groundbreaker 3.0 Incentive Program by committing to opening an incremental number of new Restaurants in addition to those existing commitments under the Existing Development Agreement, and Franchisor and Developer have agreed to enter into this Agreement to consolidate Developer's development rights and obligations, to supersede and replace the Existing Development Agreement, and to provide for Developer's non-exclusive right and obligation to develop a total of _____ (__) new Restaurants in accordance with the terms and conditions of this Agreement.]

WHEREAS, Developer desires to take advantage of the benefits of the Groundbreaker 3.0 Incentive Program, and Franchisor and Developer have agreed to enter into this Agreement, pursuant to which Developer will have the right and obligation to develop new Restaurants in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

EXHIBIT C-2

1. **GRANT.** Franchisor hereby grants to Developer during the term of this Agreement and subject to the conditions hereof the non-exclusive right to develop _____ new Restaurants in the geographical area described on *Exhibit A* and incorporated herein by reference (the "**Territory**"). If the Territory includes more than one Designated Market Area ("**DMA**"), as defined by The Nielsen Company, Developer agrees to use good faith efforts to develop and open new Restaurants under this Agreement throughout the entire Territory. The operation of the Restaurants developed under this Agreement will be governed by independent and individual franchise agreements to be issued by Franchisor in accordance with Section 11 below.

   Developer understands and acknowledges as follows:

   A. Developer's rights under this Agreement are non-exclusive, and during the term of this Agreement Franchisor may in its sole discretion itself develop and operate, and grant rights to others to develop and operate: (i) Restaurants anywhere within the Territory; (ii) anywhere within the Territory, outlets and various food service facilities not under the Wendy's brand, marks and System; and (iii) anywhere outside the Territory, restaurants and other food service facilities of any kind, including Restaurants. Franchisor reserves all rights not granted to Developer by this Agreement. Developer assumes all risks in this regard;

   B. if Developer or its Affiliate (as such term is defined in Section 5.C below) relocates or replaces an existing Restaurant prior to the expiration of the term of its applicable franchise agreement with a new Restaurant that (i) is approved by Franchisor in writing and (ii) opens for operation prior to or simultaneously with the closing of such existing Restaurant (a "**Replacement Restaurant**"), such Replacement Restaurant will not constitute a new Restaurant for purposes of this Agreement and will not count toward Developer's obligations under this Agreement, but Developer or its Affiliate will receive the incentives under this Agreement through the term of this Agreement;

   C. the scrape and rebuild (or complete demolition) of an existing Restaurant will not constitute a new Restaurant for purposes of this Agreement and will not count toward Developer's obligations under this Agreement; and

   D. new Restaurants opened under Wendy's Build to Suit program are not eligible for the incentives under this Agreement and do not count toward Developer's new Restaurant obligations under this Agreement.

2. **TERM.** Unless earlier terminated pursuant to Section 13 below, this Agreement will expire upon the earlier of (i) the opening of the last of the Restaurants to be opened in accordance with the *[development schedule on Exhibit B-1 (the "**Groundbreaking Development Schedule**") and the]* development schedule on *Exhibit B[-2]* (the "**Groundbreaker 3.0 Development Schedule**," *[and together with the Groundbreaking Incentive Development Schedule, collectively sometimes referred to herein as the]* "**Development Schedule*[s]***"), attached hereto and incorporated herein by reference, and (ii) the ten-year anniversary of the Required Open Date set forth in the Development

Schedule[s] (the "**Required Open Date**"), as may be extended, for the last of the Restaurants to be opened in accordance with the Development Schedule*[s]*.

3. ***[DEVELOPMENT FEES.***

A. *Franchisor and Developer acknowledge and agree that the remaining balance of total development fees paid by Developer under the Existing Development Agreement(s) that have not yet been applied toward the payment of the technical assistance fee ("**TAF**") for a Restaurant is $_____ (the "**Development Fee**").*

B. *Developer acknowledges and agrees that the Development Fees have been fully earned by Franchisor and are non-refundable. However, Franchisor shall credit a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor toward payment of the TAF payable under the franchise agreement to be executed in connection with new Restaurants to be developed under this Agreement, provided in each case that such new Restaurant is timely opened in accordance with the Development Schedules and Developer is otherwise in compliance with this Agreement.*

C. *Developer acknowledges and agrees that: (i) with respect to any new Restaurant for which the TAF credit applied does not equal the full TAF payable under the franchise agreement for such new Restaurant, Developer will be required to pay to Franchisor an amount equal to the difference between the full TAF payable for such new Restaurant and the TAF credit applied; and (ii) with respect to any new Restaurant to be developed for which no TAF credit will be applied, Developer will be required to pay to Franchisor a full TAF in accordance with Section 11 of this Agreement.*

D. *Developer acknowledges and agrees that (i) subject to the terms and conditions of Section 6.B of this Agreement, if Developer fails to open a new Restaurant within ten years after the Required Open Date for such Restaurant, then a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor will be forever forfeited, and (ii) any portion of the Development Fee remaining upon the expiration or earlier termination of this Agreement will be forever forfeited.]*

4. **DEVELOPMENT SCHEDULE**[**S**]**.** Developer shall timely open and continuously operate properly licensed Restaurants in accordance with the Development Schedule*[s]*. If Developer opens and continuously operates a greater number of Restaurants in the Territory than is required during any interim period of the Development Schedule*[s]*, the requirements of the succeeding period(s) will be deemed satisfied to the extent of such excess number of Restaurants, up to the total number of Restaurants specified in the Development Schedule*[s]*.

5. ***[GROUNDBREAKING INCENTIVE PROGRAM AND]*** **GROUNDBREAKER 3.0 INCENTIVE PROGRAM**. If Developer is in compliance with the terms and conditions of this Agreement, Developer will be entitled to the following incentives with respect to Restaurants opened in accordance with the Development Schedule*[s]*:

EXHIBIT C-2

A. For each new Restaurant timely opened by Developer in accordance with the Development Schedule*[s]* and the terms and conditions of this Agreement, a certain portion of the royalty and WNAP advertising obligations payable under the franchise agreement for such new Restaurant will be abated during the first full 24 calendar months after the Restaurant opens as described in the Development Agreement Groundbreaking Incentive Program Addendum attached hereto as Exhibit C (the "**Groundbreaking Incentive Addendum**"). Developer shall enter into a Groundbreaking Incentive Addendum concurrently with entering into a franchise agreement for a new Restaurant as described in Section 11 of this Agreement. Upon the expiration of the initial 24-month period, (i) the monthly royalty fee will increase to a rate of four percent (4%) of the Gross Sales of the Restaurant, and (ii) the WNAP Advertising Contribution shall increase to a rate of three and one-half percent (3.5%) of the Gross Sales of the Restaurant or the then-current Systemwide contribution rate.

B. If 85% of the existing Restaurants owned and operated by Developer or its Affiliate have been reimaged by December 31, 2023, Developer or its Affiliate shall receive an extension to Franchisor's Image Activation program deadline, such that the percentage of Developer's or its Affiliate's Restaurant portfolio must be reimaged according to the following schedule:

(i) 93% reimaged by December 31, 2024; and

(ii) 100% reimaged by December 31, 2025.

C. The right to utilize the "Refresh Lite" reimaging design through December 31, 2024 or December 31, 2025, as applicable, for all existing Restaurants owned and operated by Developer or its affiliate operating under a common "Combination Number," as such term is used by Franchisor for the System ("**Affiliate**").

6. **FAILURE TO PERFORM.**

A. Developer acknowledges that time is of the essence under this Agreement. Developer agrees that, subject only to the terms and conditions of Section 6.B below, if Developer fails to timely open a new Restaurant by the Required Open Date, then beginning in the month immediately following the Required Open Date:

*(i) [with respect to the Restaurants required to be opened in accordance with the Groundbreaking Development Schedule, Developer must pay to Franchisor a nonrefundable fee of $5,000 (the "**Groundbreaker Monthly Fee**"), which will automatically and without prior judicial intervention (including by order or decree) become due and payable by Developer to Franchisor for each month or portion thereof following the Required Open Date through the earlier of (a) the actual date on which the Restaurant opens and (b) ten (10) years after the Required Open Date; and]*

(ii) with respect to the Restaurants required to be opened in accordance with the Groundbreaker 3.0 Development Schedule, Developer must pay to Franchisor a nonrefundable fee of $6,000 (the "**Groundbreaker 3.0 Monthly Fee**"), which will automatically and without prior judicial intervention (including by order or decree) become due and payable by Developer to Franchisor for each month or portion thereof following the Required Open Date through the earlier of (a) the actual date on which the Restaurant opens and (b) ten (10) years after the Required Open Date.

B. Notwithstanding anything to the contrary contained in this Agreement, the Required Open Date for a new Restaurant will be extended by 12 months to the one-year anniversary of the Required Open Date if Developer has secured the real estate for the new Restaurant through a binding and bona fide purchase or lease agreement and submitted such purchase or lease agreement to Franchisor by the Required Open Date. In addition, Developer's failure to timely open a new Restaurant by the Required Open Date will not constitute a default under this Agreement, or require payment of the *[applicable Groundbreaker Monthly Fee or]* Groundbreaker 3.0 Monthly Fee if:

(i) Developer is participating in Franchisor's Real Estate Procurement Program ("**REPP**") for a new Restaurant pursuant to a REPP Letter of Agreement entered into with Franchisor at least two years prior to the Required Open Date for the new Restaurant, and such failure results from Franchisor's inability or delay in securing suitable real estate for the new Restaurant; provided that, in each case, such inability or delay is not caused by Developer's failure to (a) act in good faith when considering a potential site made available to Developer for approval or (b) otherwise comply with the terms and conditions of the REPP; or

(ii) such failure results from an event beyond Developer's reasonable control, including, without limitation, all labor disputes, governmental regulations or controls that directly affect the development of the Restaurants, fires or other casualties, inability to obtain any material or services, acts of God, or acts of war or terrorism; provided that, in each case, such event (a) is not caused by the act, omission, negligence or default of Developer, (b) could not have been avoided by the exercise of reasonable diligence, and (c) Developer uses good faith and diligent efforts to open the Restaurant as soon as reasonably practicable after the event that gave rise to the delay no longer exists.

C. If Developer's failure to open a new Restaurant by the Required Open Date is due to a reason described in subparagraph 6.B(i) or 6.B(ii) above, then the Required Open Date for such new Restaurant will be extended for a reasonable period after, as the case may be, (i) Franchisor (or Developer) has secured the real estate for the new Restaurant or (ii) the force majeure event that gave rise to the delay no longer exists, in each case as determined by Franchisor in its reasonable business judgment.

D. For the avoidance of doubt, Developer's lack of funds or other financial inability to perform will not constitute a permissible reason for Developer's failure to timely open a new Restaurant by the Required Open Date.

E. *[Subject to the terms and conditions of Section 6.B of this Agreement, if Developer fails to open a new Restaurant within ten years after the Required Open Date for such Restaurant, then a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor will be forever forfeited.]*

7. **LOCATION OF RESTAURANTS.** Subject to Developer's participation in the REPP, Developer is responsible for locating proposed sites within the Territory for each of the Restaurants contemplated in the Development Schedule*[s]* and during the term of this Agreement, Developer shall use its best efforts to locate suitable sites. Franchisor may, in its sole discretion, offer counseling and advice to Developer in connection with site selection. In no event, however, will Franchisor be obligated to loan money, guarantee leases, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development; these activities and undertakings are the exclusive responsibility of Developer, legally, financially and otherwise.

8. **SITE ACCEPTANCE.** Developer agrees to adhere to Franchisor's standard development process as set forth in Franchisor's then-current New Restaurant Development Policy. Upon selection by Developer of a proposed site for a Restaurant, Developer shall promptly submit to Franchisor such specific site data and demographic and other information concerning the site as may be reasonably required by Franchisor, utilizing such forms as may be required by Franchisor. Franchisor may either accept or reject such site in accordance with Franchisor's then-current site selection documentation, policies and procedures. To be effective, any site acceptance by Franchisor must be in writing. Developer understands and acknowledges that Franchisor may reject any proposed site in its sole discretion, in which event, Developer will not proceed at the rejected site but will seek to locate an acceptable alternative site. The acquisition in any manner of any proposed site prior to acceptance by Franchisor will be at the sole risk and responsibility of Developer and will not obligate Franchisor, in any way, to accept such site. As a condition for accepting a proposed site, Franchisor may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters, and if Developer does not wish to or cannot satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected.

9. **DISCLAIMER.** In executing this Agreement, accepting a proposed site, giving approvals or advice, or providing services or assistance in connection with this Agreement, and even with Developer's participation in the REPP, Franchisor does not guarantee the suitability of an accepted site or the success of any Restaurant established at such site. Franchisor expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Restaurant. Developer understands and acknowledges that the suitability of any site and the success of any

Restaurant depend on many factors outside the control of either Franchisor or Developer (such as (i) changes in the quick-service restaurant industry, including consumer trends toward value-oriented products and promotions or consuming fewer meals away from home, (ii) prevailing economic, market and business conditions, including competition from other food service providers, high unemployment and decreased consumer spending levels, (iii) cost and availability of capital and (iv) cost fluctuations associated with food, suppliers, energy, fuel, distribution or labor), but will depend, in part, on Developer's efforts in the operation of the Restaurant, and Developer assumes all risks associated with the success of such Restaurant.

10. **CONSTRUCTION.**

A. Developer may in no event begin construction of the Restaurant unless the following conditions have been met:

(i) Franchisor has accepted the site in writing;

(ii) Developer has obtained the right to use the site, obtained all necessary permits and governmental approvals, and otherwise obtained the rights to construct, maintain and operate the Restaurant on the site;

(iii) All construction plans, rights, permits, specifications and layouts for the Restaurant have been approved by Franchisor in writing (the "**Approved Plans and Specifications**"); and

(iv) Developer and Franchisor have executed Franchisor's then-current franchise agreement for the accepted site and Developer has paid the required TAF due under such franchise agreement.

B. All construction must be in accordance with the following terms and conditions:

(i) Developer shall construct the Restaurant at the accepted site in accordance with the Approved Plans and Specifications subject, however, to any alteration thereto that may be required by applicable law, regulation or ordinance. If alterations of any kind are required to be made to the Approved Plans and Specifications, such alterations must be approved by Franchisor in writing before any work is begun. All costs and expenses, including engineering and architectural fees, incurred in obtaining approvals from the appropriate governmental authorities of the Approved Plans and Specifications will be paid by Developer;

(ii) Developer may 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 Franchisor. If, at any time, Franchisor determines that Developer has not constructed or remodeled the Restaurant in accordance with the Approved Plans and Specifications approved by Franchisor, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the

Restaurant (or, if the Restaurant has already opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction; and

(iii) The Restaurant must be constructed in accordance with all applicable laws, regulations and ordinances.

C. If, at any time Franchisor determines that Developer has begun constructing or remodeling a Restaurant without all conditions having been met, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already been opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction.

11. **FRANCHISE AGREEMENT.**

A. Construction of a new Restaurant may not begin under any circumstances until the required TAF has been paid and the franchise agreement for such location has been executed by Developer and Franchisor. The TAF payable by Developer will be equal to the amount of the TAF that Franchisor is then charging other franchisees in the System at the time of the signing of each of Developer's franchise agreements. Developer understands and acknowledges that the TAF charged by Franchisor in 2023 is Fifty Thousand Dollars ($50,000) per Restaurant. Developer understands and acknowledges that the TAF may be increased or modified by Franchisor from time to time in its sole discretion with respect to any or all of the Restaurants to be developed hereunder. Developer acknowledges that it will, and will cause such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies, to execute the then-current form of franchise agreement for each Restaurant to be opened pursuant to the Agreement. Each such form of franchise agreement may contain terms that are materially different from the form of franchise agreement currently being used by Franchisor.

B. Developer must comply with Franchisor's then-current franchising policies and procedures for the issuance of each of the franchise agreements. Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is in default of this Agreement or any franchise agreement between Franchisor and Developer. Further, Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is not eligible for expansion pursuant to Franchisor's then-current expandability criteria, and Developer assumes such risk.

C. Franchisor's determination of expandability will be based upon, without limitation, Developer's compliance with its existing franchise agreement(s) and System initiatives, and certain financial and operational performance metrics utilized by Franchisor in determining the expandability of existing franchisees in the System.

D. Franchisor will be under no obligation to execute and issue a franchise agreement unless Developer has complied in a timely manner with all terms and conditions of this Agreement and has satisfied all requirements set forth herein (including construction requirements) with respect to the pertinent accepted site. If and when a franchise agreement is executed by Franchisor, it will govern the relations between the parties with respect to the pertinent Restaurant.

E. Developer and such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies will also be required to sign and deliver Franchisor's standard General Release of All Claims in connection with Developer's execution of each individual franchise agreement and this Agreement. Copies of Franchisor's current form of franchise agreement and current form of General Release of All Claims are included in Franchisor's current Franchise Disclosure Document, receipt of which Developer has previously acknowledged, as further confirmed by Developer's execution of this Agreement.

12. **NO RIGHT TO OPERATE OR USE PROPRIETARY MARKS.** Developer acknowledges and agrees that (A) Franchisor is the current owner of the Proprietary Marks; (B) until a franchise agreement has been issued for a specified site, Developer will not have or be entitled to exercise any of the rights, powers and privileges granted by the franchise agreement, including without limitation the right to use the Proprietary Marks; (C) the execution of this Agreement will not be deemed to grant any such rights, powers or privileges to Developer; and (D) Developer may not under any circumstances commence operation of any Restaurant prior to execution by Franchisor of a franchise agreement for the pertinent location. Furthermore, this Agreement does not give Developer any right to franchise, license, subfranchise, or sublicense others to operate Restaurants. This Agreement only grants Developer development rights, subject to the terms and conditions hereof.

13. **TERMINATION.**

A. This Agreement will terminate immediately and automatically without notice to either party upon the commencement of any proceedings by or against Developer under the United States Bankruptcy Code, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.

B. Franchisor will have the right at its sole election to terminate this Agreement immediately upon thirty (30) days prior written notice to Developer, upon the occurrence of any of the following:

(i) Developer's failure to comply with the Development Schedule[s], subject to the terms and conditions of Section 6.B of this Agreement;

(ii) Developer's attempted assignment of this Agreement without the prior written approval of Franchisor;

(iii) if Developer (or any entities comprising Developer) is a corporation, limited liability company or a partnership, the transfer of any of the capital stock, membership interest, or partnership interest of such corporation, limited liability company or partnership during the term of this Agreement without the prior written consent of Franchisor, which consent may be granted or withheld in accordance with the terms of this Agreement, the existing franchise agreement between Franchisor and Developer, and as provided in Franchisor's transaction policies;

(iv) the discovery by Franchisor of any material misrepresentation in any of the information or documents submitted to Franchisor by or on behalf of Developer in connection with this Agreement;

(v) any violation by Developer of any of the provisions of this Agreement; or

(vi) any violation of any franchise agreement or other agreement between Franchisor and Developer.

C. Franchisor will have the right at its election to terminate this Agreement immediately upon written notice to Developer, in the event of the termination by Franchisor of any franchise agreement between Franchisor and Developer pursuant to its terms or in the event of Developer's failure to cure a default under any franchise agreement between Franchisor and Developer within the applicable cure period.

D. For purposes of Section 11 above and this Section 13, any franchise agreements issued to Developer or any of its Affiliates will be deemed an agreement between Franchisor and Developer.

14. **EFFECT OF EXPIRATION OR TERMINATION.** Upon expiration or completion of this Agreement, or upon termination for any reason, *[(a)]* the rights granted to Developer pursuant to Section 1 above will be extinguished immediately and Developer will have no further rights within the Territory except as contained in the individual franchise agreements executed by Franchisor and Developer*[, and (b) any remaining portion of the Development Fee will be forever forfeited]*.

15. **CONFIDENTIALITY.** At all times during the term of this Agreement, and after termination of this Agreement for any reason, Developer (and if a corporation, limited liability company or partnership, its shareholders, directors, and officers, members or partners, as individuals) shall not divulge, disclose or communicate, directly or indirectly, to any other person or entity any confidential or proprietary information or knowledge obtained from Franchisor, whether obtained pursuant to this Agreement or otherwise.

16. **ASSIGNMENT.** This Agreement inures to the benefit of and be binding upon Franchisor, its successors and assigns. The rights granted to Developer in this Agreement represent a special opportunity provided to Developer personally, separate from those afforded by any franchise agreements executed or to be executed by Franchisor and are non-assignable. Neither this Agreement nor any of Developer's rights hereunder are assignable or transferable by Developer, directly or indirectly, by operation of law or

otherwise, without, in each case, the prior written consent of Franchisor, which consent Franchisor may withhold in its sole discretion. Upon the direct or indirect sale, transfer or assignment of the franchise agreements pertaining to the Restaurants developed pursuant to this Agreement or Developer's existing Restaurants that results in Developer or its Affiliate no longer operating Restaurants within the Territory (each, a "**Transfer**"), then Franchisor will have the right in its sole discretion to (A) require the transferee of such franchise agreements to assume Developer's obligations under this Agreement as a condition of Franchisor's consent to such Transfer, or (B) terminate this Agreement effective upon Franchisor's consent to such Transfer. Notwithstanding the foregoing, it will not be a violation of this paragraph if Restaurants are developed and opened under this Agreement by one or more of Developer's Affiliates. Franchisor may, without the consent of Developer, assign this Agreement or any of its rights or obligations hereunder to any party. To the extent that the purchaser or assignee shall assume the covenants and obligations of Franchisor under this Agreement, Franchisor shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.

17. **NOTICE.** Any and all notices, demands, or communications required to be given hereunder must be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. FedEx). All notices to Franchisor must be sent to Quality Is Our Recipe, LLC, Attn: Franchise Legal Department, One Dave Thomas Blvd., Dublin, OH 43017, and all notices to Developer must be sent to Developer at _____, or to such other address as either party may hereafter provide in writing to the other as a notice address. Any notice, demand, or communication will be deemed given as of the date of delivery or attempted delivery. Developer must notify Franchisor of and maintain a street address for the purposes of all notices required hereunder and provide Franchisor with current phone numbers and addresses in order to maintain current notice and contact information.

18. **JOINT AND SEVERAL LIABILITY.** If more than one person or entity is a named Developer under this Agreement, such persons' obligations and liabilities under this Agreement will be joint and several and all references in this Agreement to "Developer" include all Developers individually and collectively.

19. **GOVERNING LAW AND FORUM SELECTION.**

A. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Ohio. In the event of any dispute concerning the parties' rights or obligations under this Agreement, Developer agrees, to the extent permitted by applicable law, to file any suit against Franchisor only in the federal or state court having jurisdiction where Franchisor's principal office is then located. Developer hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

B. Franchisor and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its affiliates) on the other hand, whether or not there are

other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Developer, or Developer's development of Restaurants in the Territory, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its affiliates) on the other hand, must be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action will be barred.

C. Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each will be limited to the recovery of any actual damages sustained by it.

D. Nothing herein contained will bar Franchisor's right to obtain injunctive relief against threatened conduct that Franchisor reasonably believes may cause Franchisor to suffer any loss or damages related to its Proprietary Marks, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

20. **DEVELOPER'S ACKNOWLEDGMENTS AND REPRESENTATIONS.** Developer understands that there are significant risks in any business venture and that Developer's success or failure under this agreement will depend, in part, on Developer's own efforts. Franchisor and its representatives have made no representations to Developer other than the matters set forth in the Franchise Disclosure Document provided to Developer and Developer has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Developer's own independent investigation of the merits of this venture.

21. **ENTIRE AGREEMENT.** This Agreement supersedes and replaces the Existing Development Agreement(s) in its/their entirety and contains the entire agreement between the parties concerning the subject matter hereof and may not be modified except by a written document executed by both parties.

22. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Furthermore, delivery of a copy of a counterpart signature by facsimile or electronic transmission will constitute a valid and binding execution and delivery of this Agreement, and such copy will constitute an enforceable original document. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

[The remainder of this page is intentionally left blank.]

EXHIBIT C-2

This Agreement is hereby executed by Franchisor and Developer effective on the date set forth on the first page of this Agreement.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By:_____

Legal Dept._____

[Continued on the next page]

EXHIBIT C-2

[Continued from the previous page]

DEVELOPER:

_____

By: _____
Name: _____
Title: _____

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually

EXHIBIT C-2

EXHIBIT A

TERRITORY

Any DMA in which Developer currently operates a Wendy's Restaurant and any location for which Developer has an active Real Estate Letter (as defined in Franchisor's New Restaurant Development Policy).

EXHIBIT C-2

[EXHIBIT B-1]

[applicable only for an Existing Development Agreement]

[GROUNDBREAKING DEVELOPMENT SCHEDULE]

[This revised Development Schedule reflects the new Restaurants Developer opened since the effective date of the Existing Development Agreement through the date of this Agreement, as identified by the column "Compliant Site #".]

New Restaurant Requirement	***Required Open Date***	***Compliant Site # (if applicable)***	***Cumulative Total***

—

EXHIBIT C-2

EXHIBIT B*[-2]*

GROUNDBREAKER 3.0 DEVELOPMENT SCHEDULE

New Restaurant Requirement	Required Open Date	Cumulative Total

–

EXHIBIT C-2

EXHIBIT C

GROUNDBREAKING
INCENTIVE PROGRAM ADDENDUM

This GROUNDBREAKING INCENTIVE PROGRAM ADDENDUM (**"Addendum"**) is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (**"Franchisor"**) and _____, (*collectively,* **"Franchisee"**); and _____ (**"Guarantor"**).

WHEREAS, Franchisor and Franchisee and/or one or more of Franchisee's affiliates are parties to that certain *[Amended and Restated]* Development Agreement dated _____, 202__ (the **"Development Agreement"**), pursuant to which Franchisee and/or one or more of Franchisee's affiliates have the right and obligation to develop and open new Wendy's Branded Restaurants within certain geographic areas specified in the Development Agreement;

WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new Wendy's Branded Restaurant under a new or amended development agreement entered into with Franchisor (the **"Groundbreaking Incentive Program"**);

WHEREAS, Franchisor and Franchisee *(and Guarantor)* are, concurrently herewith, entering into a Unit Franchise Agreement (the **"Franchise Agreement"**), which provides Franchisee with the franchise and licensed rights to open and operate a Wendy's Branded Restaurant located at _____ (Contract-Site #_____) (the **"Restaurant"**);

WHEREAS, because the Restaurant is a new Wendy's Branded Restaurant opening with an approved building design in accordance with the terms and conditions of the Development Agreement, Franchisee is entitled to the benefits of the Groundbreaking Incentive Program; and

WHEREAS, Franchisor and Franchisee *(and Guarantor)* desire to modify the Franchise Agreement to document such benefits in accordance with the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales after the Restaurant opens and during the first full 12 calendar months thereafter will be an amount equal to 1% of the Restaurant's previous month's Gross Sales, and the monthly royalty fee contribution payable by Franchisee for sales during the immediately succeeding 12-month period will be an amount equal to 2% of the Restaurant's previous month's Gross Sales. The monthly royalty fee will increase to the standard rate of 4% of the Gross Sales of the Restaurant after the expiration of the forgoing 24-month period. The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.

2. Sections 5.3, 13.1, 13.1.A., and 13.1.B. of the Franchise Agreement are hereby modified such that the monthly WNAP contribution payable by Franchisee for sales after the Restaurant opens and during the first full 12 calendar months thereafter will be reduced by 3.5% compared to the systemwide standard contribution obligation, and the monthly WNAP contribution payable by Franchisee for sales during the immediately succeeding 12-month period will be reduced by 3% compared to the systemwide standard contribution obligation. This means that: (a) for sales of the Restaurant after the Restaurant opens and during the first full 12 calendar months thereafter the total 4% Advertising Contribution will be allocated such that (i) Franchisee will not be

required to make a contribution to WNAP, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales; and (b) for sales of the Restaurant during the immediately succeeding 12-month period the 4% Advertising Contribution will be allocated such that (i) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 0.5% of the Restaurant's previous month's Gross Sales, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. Upon the expiration of the foregoing 24-month period, the allocation of the total 4% Advertising Contribution will revert to the then-current allocation, which as of 2023 is allocated such that (x) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 3.5% of the Restaurant's previous month's Gross Sales, and (y) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. However, for the avoidance of doubt, this distribution and the amounts required to be contributed to WNAP and to local advertising and promotion may be affected by a systemwide vote as described in the Franchise Agreement.

The balance of Sections 5.3, 13.1, 13.1.A., and 13.1.B. remain unchanged as set forth in the Franchise Agreement.

3. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.

4. This Addendum sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. Except as specifically set forth herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is effective as of the date it is executed by Franchisor.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

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

EXHIBIT PAGE
DO NOT SIGN HERE

Legal Dept._____

(Signatures continued on next page)

EXHIBIT C-2

(Signatures continued from previous page)

FRANCHISEE:

_____

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

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually
Date: _____

_____
_____, Individually
Date: _____

EXHIBIT PAGE
DO NOT SIGN HERE

GUARANTOR:

_____
_____, Individually
Date: _____

EXHIBIT C-3

DEVELOPMENT AGREEMENT

[US Pacesetter]

This Development Agreement ("**Agreement**") is dated and made effective as of _____, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company ("**Franchisor**"), and _____, a _____ *[limited liability company/corporation]*, and _____, an individual ("**Developer**").

WHEREAS, Franchisor has developed and owns a distinctive format and system relating to the establishment and operation of Wendy's and Wendy's Old Fashioned Hamburgers restaurants (each a "**Restaurant**") featuring, among other things, hamburgers, chili, salads, French fries, assorted chicken and other sandwiches, frozen desserts, and other food and beverages (the "**System**");

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks "WENDY'S" and "WENDY'S OLD FASHIONED HAMBURGERS," and such other trade names, designs, emblems, labels, signs, symbols, service marks, trademarks, copyrighted materials and other intellectual property as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the "**Proprietary Marks**");

WHEREAS, Franchisor has established a new incentive program for qualifying franchisees that open a new Restaurant under a new development agreement entered into with Franchisor (the "**Pacesetter Incentive Program**"); and

WHEREAS, Developer desires to take advantage of the benefits of the Pacesetter Incentive Program, and Franchisor and Developer have agreed to enter into this Agreement, pursuant to which Developer will have the right and obligation to develop Restaurants in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. **GRANT.** Franchisor hereby grants to Developer during the term of this Agreement and subject to the conditions hereof the non-exclusive right to develop _____ new Restaurants in the geographical area described on *Exhibit A* and incorporated herein by reference (the "**Territory**"). If the Territory includes more than one Designated Market Area ("**DMA**"), as defined by The Nielsen Company, Developer agrees to use good faith efforts to develop and open new Restaurants under this Agreement throughout the entire Territory. The operation of the Restaurants developed under this Agreement will be governed by independent and individual franchise agreements to be issued by Franchisor in accordance with Section 10 below.

   Developer understands and acknowledges as follows:

   A. Developer's rights under this Agreement are non-exclusive, and during the term of this Agreement Franchisor may in its sole discretion itself develop and operate, and grant rights to others to develop and operate: (i) Restaurants anywhere within the Territory; (ii) anywhere within the Territory, outlets and various food service

facilities not under the Wendy's brand, marks and System; and (iii) anywhere outside the Territory, restaurants and other food service facilities of any kind, including Restaurants. Franchisor reserves all rights not granted to Developer by this Agreement. Developer assumes all risks in this regard;

B. if Developer or its Affiliate (as such term is defined in Section 4.D below) relocates or replaces an existing Restaurant prior to the expiration of the term of its applicable franchise agreement with a new Restaurant that (i) is approved by Franchisor in writing and (ii) opens for operation prior to or simultaneously with the closing of such existing Restaurant (a "**Replacement Restaurant**"), such Replacement Restaurant will not constitute a new Restaurant for purposes of this Agreement and will not count toward Developer's obligations under this Agreement, but Developer or its Affiliate will receive the incentives under the Pacesetter Incentive Program through the term of this Agreement;

C. the scrape and rebuild (or complete demolition) of an existing Restaurant will not constitute a new Restaurant for purposes of this Agreement and will not count toward Developer's obligations under this Agreement; and

D. new Restaurants opened under Wendy's Build to Suit program are not eligible for the incentives under this Agreement and do not count toward Developer's new Restaurant obligations under this Agreement.

2. **TERM.** Unless earlier terminated pursuant to Section 12 below, this Agreement will expire upon the earlier of (i) the opening of the last of the Restaurants to be opened in accordance with the Development Schedule on *Exhibit B* attached hereto and incorporated herein by reference (the "**Development Schedule**"), and (ii) the ten-year anniversary of the Required Open Date set forth in the Development Schedule (the "**Required Open Date**"), as may be extended, for the last of the Restaurants to be opened in accordance with the Development Schedule.

3. **DEVELOPMENT SCHEDULE.** Developer shall timely open and continuously operate properly licensed Restaurants in accordance with the Development Schedule. If Developer opens and continuously operates a greater number of Restaurants in the Territory than is required during any interim period of the Development Schedule, the requirements of the succeeding period(s) will be deemed satisfied to the extent of such excess number of Restaurants, up to the total number of Restaurants specified in the Development Schedule.

4. **PACESETTER INCENTIVE PROGRAM.** If Developer is in compliance with the terms and conditions of this Agreement, Developer will be entitled to the following benefits of the Pacesetter Incentive Program:

A. For each new Restaurant timely opened by Developer in accordance with the Pacesetter Development Schedule and the terms and conditions of this Agreement, all royalty and national advertising obligations payable under the franchise agreement for such new Restaurant will be fully abated during the first full 36 calendar months after the Restaurant opens as described in the Development Agreement Pacesetter Incentive Program Addendum attached

hereto as *Exhibit C* (the "**Pacesetter Incentive Addendum**"). Developer shall enter into a Pacesetter Incentive Addendum concurrently with entering into a franchise agreement for a new Restaurant as described in Section 10 of this Agreement. Upon the expiration of the initial 36-month period, (i) the monthly royalty fee will increase to a rate of five percent (5%) of the Gross Sales of the Restaurant, and (ii) the WNAP Advertising Contribution shall increase to a rate of three and one-half percent (3.5%) of the Gross Sales of the Restaurant or the then-current Systemwide contribution rate.

B. The technical assistance fee ("**TAF**") otherwise payable by Developer shall be waived in its entirety.

C. If 85% of the existing Restaurants owned and operated by Developer or its Affiliate have been reimaged by December 31, 2023, Developer or its Affiliate shall receive an extension to Franchisor's Image Activation program deadline, such that the percentage of Developer's or its Affiliate's Restaurant portfolio must be reimaged according to the following schedule:

i. 93% reimaged by December 31, 2024; and

ii. 100% reimaged by December 31, 2025.

D. The right to utilize the "Refresh Lite" reimaging design through December 31, 2024 or December 31, 2025, as applicable, for all existing Restaurants owned and operated by Developer or its affiliate operating under a common "Combination Number," as such term is used by Franchisor for the System ("**Affiliate**").

5. **FAILURE TO PERFORM.**

A. Developer acknowledges that time is of the essence under this Agreement. Developer agrees that, subject only to the terms and conditions of Section 5.B below, if Developer fails to timely open a new Restaurant by the Required Open Date, then beginning in the month immediately following the Required Open Date, Developer must pay to Franchisor a nonrefundable fee of $7,500 (the "**Monthly Fee**") which will automatically and without prior judicial intervention (including by order or decree) become due and payable by Developer to Franchisor for each month or portion thereof following the Required Open Date through the earlier of (i) the actual date on which the Restaurant opens and (ii) ten (10) years after the Required Open Date.

B. Notwithstanding anything to the contrary contained in this Agreement, the Required Open Date for a new Restaurant will be extended by 12 months to the one-year anniversary of the Required Open Date if Developer has secured the real estate for the new Restaurant through a binding and bona fide purchase or lease agreement and submitted such purchase or lease agreement to Franchisor by the Required Open Date. In addition, Developer's failure to timely open a new Restaurant by the Required Open Date will not constitute a default under this Agreement, or require payment of the Monthly Fee if:

(i) Developer is participating in Franchisor's Real Estate Procurement Program ("**REPP**") for a new Restaurant pursuant to a REPP Letter of Agreement entered into with Franchisor at least two years prior to the Required Open Date for the new Restaurant, and such failure results from Franchisor's inability or delay in securing suitable real estate for the new Restaurant; provided that, in each case, such inability or delay is not caused by Developer's failure to (a) act in good faith when considering a potential site made available to Developer for approval or (b) otherwise comply with the terms and conditions of the REPP; or

(ii) such failure results from an event beyond Developer's reasonable control, including, without limitation, all labor disputes, governmental regulations or controls that directly affect the development of the Restaurants, fires or other casualties, inability to obtain any material or services, acts of God, or acts of war or terrorism; provided that, in each case, such event (a) is not caused by the act, omission, negligence or default of Developer, (b) could not have been avoided by the exercise of reasonable diligence, and (c) Developer uses good faith and diligent efforts to open the Restaurant as soon as reasonably practicable after the event that gave rise to the delay no longer exists.

C. If Developer's failure to open a new Restaurant by the Required Open Date is due to a reason described in subparagraph 5.B(i) or 5.B(ii) above, then the Required Open Date for such new Restaurant will be extended for a reasonable period after, as the case may be, (i) Franchisor (or Developer) has secured the real estate for the new Restaurant or (ii) the force majeure event that gave rise to the delay no longer exists, in each case as determined by Franchisor in its reasonable business judgment.

D. For the avoidance of doubt, Developer's lack of funds or other financial inability to perform will not constitute a permissible reason for Developer's failure to timely open a new Restaurant by the Required Open Date.

6. **LOCATION OF RESTAURANTS.** Subject to Developer's participation in the REPP, Developer is responsible for locating proposed sites within the Territory for each of the Restaurants contemplated in the Development Schedule and during the term of this Agreement, Developer shall use its best efforts to locate suitable sites. Franchisor may, in its sole discretion, offer counseling and advice to Developer in connection with site selection. In no event, however, will Franchisor be obligated to loan money, guarantee leases, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development; these activities and undertakings are the exclusive responsibility of Developer, legally, financially and otherwise.

7. **SITE ACCEPTANCE.** Developer agrees to adhere to Franchisor's standard development process as set forth in Franchisor's then-current New Restaurant Development Policy. Upon selection by Developer of a proposed site for a Restaurant, Developer shall promptly submit to Franchisor such specific site data and demographic

and other information concerning the site as may be reasonably required by Franchisor, utilizing such forms as may be required by Franchisor. Franchisor may either accept or reject such site in accordance with Franchisor's then-current site selection documentation, policies and procedures. To be effective, any site acceptance by Franchisor must be in writing. Developer understands and acknowledges that Franchisor may reject any proposed site in its sole discretion, in which event, Developer will not proceed at the rejected site but will seek to locate an acceptable alternative site. The acquisition in any manner of any proposed site prior to acceptance by Franchisor will be at the sole risk and responsibility of Developer and will not obligate Franchisor, in any way, to accept such site. As a condition for accepting a proposed site, Franchisor may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters, and if Developer does not wish to or cannot satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected.

8. **DISCLAIMER.** In executing this Agreement, accepting a proposed site, giving approvals or advice, or providing services or assistance in connection with this Agreement, and even with Developer's participation in the REPP, Franchisor does not guarantee the suitability of an accepted site or the success of any Restaurant established at such site. Franchisor expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Restaurant. Developer understands and acknowledges that the suitability of any site and the success of any Restaurant depend on many factors outside the control of either Franchisor or Developer (such as (i) changes in the quick-service restaurant industry, including consumer trends toward value-oriented products and promotions or consuming fewer meals away from home, (ii) prevailing economic, market and business conditions, including competition from other food service providers, high unemployment and decreased consumer spending levels, (iii) cost and availability of capital and (iv) cost fluctuations associated with food, suppliers, energy, fuel, distribution or labor), but will depend, in part, on Developer's efforts in the operation of the Restaurant, and Developer assumes all risks associated with the success of such Restaurant.

9. **CONSTRUCTION.**

A. Developer may in no event begin construction of the Restaurant unless the following conditions have been met:

(i) Franchisor has accepted the site in writing;

(ii) Developer has obtained the right to use the site, obtained all necessary permits and governmental approvals, and otherwise obtained the rights to construct, maintain and operate the Restaurant on the site;

(iii) All construction plans, rights, permits, specifications and layouts for the Restaurant have been approved by Franchisor in writing (the "**Approved Plans and Specifications**"); and

(iv) Developer and Franchisor have executed Franchisor's then-current franchise agreement for the accepted site.

B. All construction must be in accordance with the following terms and conditions:

(i) Developer shall construct the Restaurant at the accepted site in accordance with the Approved Plans and Specifications subject, however, to any alteration thereto that may be required by applicable law, regulation or ordinance. If alterations of any kind are required to be made to the Approved Plans and Specifications, such alterations must be approved by Franchisor in writing before any work is begun. All costs and expenses, including engineering and architectural fees, incurred in obtaining approvals from the appropriate governmental authorities of the Approved Plans and Specifications will be paid by Developer;

(ii) Developer may 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 Franchisor. If, at any time, Franchisor determines that Developer has not constructed or remodeled the Restaurant in accordance with the Approved Plans and Specifications approved by Franchisor, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction; and

(iii) The Restaurant must be constructed in accordance with all applicable laws, regulations and ordinances.

C. If, at any time Franchisor determines that Developer has begun constructing or remodeling a Restaurant without all conditions having been met, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already been opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction.

10. **FRANCHISE AGREEMENT.**

A. Developer acknowledges that it will, and will cause such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies, to execute the then-current form of franchise agreement for each Restaurant to be opened pursuant to the Agreement. Each such form of franchise agreement may contain terms that are materially different from the form of franchise agreement currently being used by Franchisor.

B. Developer must comply with Franchisor's then-current franchising policies and procedures for the issuance of each of the franchise agreements. Franchisor will

be under no obligation to execute or issue a franchise agreement to Developer if Developer is in default of this Agreement or any franchise agreement between Franchisor and Developer. Further, Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is not eligible for expansion pursuant to Franchisor's then-current expandability criteria, and Developer assumes such risk.

C. Franchisor's determination of expandability will be based upon, without limitation, Developer's compliance with its existing franchise agreement(s) and System initiatives, and certain financial and operational performance metrics utilized by Franchisor in determining the expandability of existing franchisees in the System.

D. Franchisor will be under no obligation to execute and issue a franchise agreement unless Developer has complied in a timely manner with all terms and conditions of this Agreement and has satisfied all requirements set forth herein (including construction requirements) with respect to the pertinent accepted site. If and when a franchise agreement is executed by Franchisor, it will govern the relations between the parties with respect to the pertinent Restaurant.

E. Developer and such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies will also be required to sign and deliver Franchisor's standard General Release of All Claims in connection with Developer's execution of each individual franchise agreement and this Agreement. Copies of Franchisor's current form of franchise agreement and current form of General Release of All Claims are included in Franchisor's current Franchise Disclosure Document, receipt of which Developer has previously acknowledged, as further confirmed by Developer's execution of this Agreement.

11. **NO RIGHT TO OPERATE OR USE PROPRIETARY MARKS.** Developer acknowledges and agrees that (A) Franchisor is the current owner of the Proprietary Marks; (B) until a franchise agreement has been issued for a specified site, Developer will not have or be entitled to exercise any of the rights, powers and privileges granted by the franchise agreement, including without limitation the right to use the Proprietary Marks; (C) the execution of this Agreement will not be deemed to grant any such rights, powers or privileges to Developer; and (D) Developer may not under any circumstances commence operation of any Restaurant prior to execution by Franchisor of a franchise agreement for the pertinent location. Furthermore, this Agreement does not give Developer any right to franchise, license, subfranchise, or sublicense others to operate Restaurants. This Agreement only grants Developer development rights, subject to the terms and conditions hereof.

12. **TERMINATION.**

A. This Agreement will terminate immediately and automatically without notice to either party upon the commencement of any proceedings by or against Developer under the United States Bankruptcy Code, under any Chapter thereof or

amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.

B. Franchisor will have the right at its sole election to terminate this Agreement immediately upon thirty (30) days prior written notice to Developer, upon the occurrence of any of the following:

(i) Developer's failure to comply with the Development Schedule, subject to the terms and conditions of Section 5.B of this Agreement;

(ii) Developer's attempted assignment of this Agreement without the prior written approval of Franchisor;

(iii) if Developer (or any entities comprising Developer) is a corporation, limited liability company or a partnership, the transfer of any of the capital stock, membership interest, or partnership interest of such corporation, limited liability company or partnership during the term of this Agreement without the prior written consent of Franchisor, which consent may be granted or withheld in accordance with the terms of this Agreement, the existing franchise agreement between Franchisor and Developer, and as provided in Franchisor's transaction policies;

(iv) the discovery by Franchisor of any material misrepresentation in any of the information or documents submitted to Franchisor by or on behalf of Developer in connection with this Agreement;

(v) any violation by Developer of any of the provisions of this Agreement; or

(vi) any violation of any franchise agreement or other agreement between Franchisor and Developer.

C. Franchisor will have the right at its election to terminate this Agreement immediately upon written notice to Developer, in the event of the termination by Franchisor of any franchise agreement between Franchisor and Developer pursuant to its terms or in the event of Developer's failure to cure a default under any franchise agreement between Franchisor and Developer within the applicable cure period.

D. For purposes of Section 10 above and this Section 12, any franchise agreements issued to Developer or any of its Affiliates will be deemed an agreement between Franchisor and Developer.

13. **EFFECT OF EXPIRATION OR TERMINATION.** Upon expiration or completion of this Agreement, or upon termination for any reason, the rights granted to Developer pursuant to Section 1 above will be extinguished immediately and Developer will have no further rights within the Territory except as contained in the individual franchise agreements executed by Franchisor and Developer.

14. **CONFIDENTIALITY.** At all times during the term of this Agreement, and after termination of this Agreement for any reason, Developer (and if a corporation, limited liability company or partnership, its shareholders, directors, and officers, members or partners, as individuals) shall not divulge, disclose or communicate, directly or indirectly, to any other person or entity any confidential or proprietary information or knowledge obtained from Franchisor, whether obtained pursuant to this Agreement or otherwise.

15. **ASSIGNMENT.** This Agreement inures to the benefit of and be binding upon Franchisor, its successors and assigns. The rights granted to Developer in this Agreement represent a special opportunity provided to Developer personally, separate from those afforded by any franchise agreements executed or to be executed by Franchisor and are non-assignable. Neither this Agreement nor any of Developer's rights hereunder are assignable or transferable by Developer, directly or indirectly, by operation of law or otherwise, without, in each case, the prior written consent of Franchisor, which consent Franchisor may withhold in its sole discretion. Upon the direct or indirect sale, transfer or assignment of the franchise agreements pertaining to the Restaurants developed pursuant to this Agreement or Developer's existing Restaurants that results in Developer or its Affiliate no longer operating Restaurants within the Territory (each, a "**Transfer**"), then Franchisor will have the right in its sole discretion to (A) require the transferee of such franchise agreements to assume Developer's obligations under this Agreement as a condition of Franchisor's consent to such Transfer, or (B) terminate this Agreement effective upon Franchisor's consent to such Transfer. Notwithstanding the foregoing, it will not be a violation of this paragraph if Restaurants are developed and opened under this Agreement by one or more of Developer's Affiliates. Franchisor may, without the consent of Developer, assign this Agreement or any of its rights or obligations hereunder to any party. To the extent that the purchaser or assignee shall assume the covenants and obligations of Franchisor under this Agreement, Franchisor shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.

16. **NOTICE.** Any and all notices, demands, or communications required to be given hereunder must be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. FedEx). All notices to Franchisor must be sent to Quality Is Our Recipe, LLC, Attn: Franchise Legal Department, One Dave Thomas Blvd., Dublin, OH 43017, and all notices to Developer must be sent to Developer at _____, or to such other address as either party may hereafter provide in writing to the other as a notice address. Any notice, demand, or communication will be deemed given as of the date of delivery or attempted delivery. Developer must notify Franchisor of and maintain a street address for the purposes of all notices required hereunder and provide Franchisor with current phone numbers and addresses in order to maintain current notice and contact information.

17. **JOINT AND SEVERAL LIABILITY.** If more than one person or entity is a named Developer under this Agreement, such persons' obligations and liabilities under this Agreement will be joint and several and all references in this Agreement to "Developer" include all Developers individually and collectively.

18. **GOVERNING LAW AND FORUM SELECTION.**

A. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Ohio. In the event of any dispute concerning the parties' rights or obligations under this Agreement, Developer agrees, to the extent permitted by applicable law, to file any suit against Franchisor only in the federal or state court having jurisdiction where Franchisor's principal office is then located. Developer hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

B. Franchisor and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its affiliates) on the other hand, whether or not there are other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Developer, or Developer's development of Restaurants in the Territory, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its affiliates) on the other hand, must be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action will be barred.

C. Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each will be limited to the recovery of any actual damages sustained by it.

D. Nothing herein contained will bar Franchisor's right to obtain injunctive relief against threatened conduct that Franchisor reasonably believes may cause Franchisor to suffer any loss or damages related to its Proprietary Marks, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

19. **DEVELOPER'S ACKNOWLEDGMENTS AND REPRESENTATIONS.** Developer understands that there are significant risks in any business venture and that Developer's success or failure under this agreement will depend, in part, on Developer's own efforts. Franchisor and its representatives have made no representations to Developer other than the matters set forth in the Franchise Disclosure Document provided to Developer and Developer has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Developer's own independent investigation of the merits of this venture.

20. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties concerning the subject matter hereof and may not be modified except by a written document executed by both parties.

21. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Furthermore, delivery of a

copy of a counterpart signature by facsimile or electronic transmission will constitute a valid and binding execution and delivery of this Agreement, and such copy will constitute an enforceable original document. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

[The remainder of this page is intentionally left blank.]

EXHIBIT C-3

This Agreement is hereby executed by Franchisor and Developer effective on the date set forth on the first page of this Agreement.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By:_____

Legal Dept._____

[Continued on the next page]

EXHIBIT C-3

[Continued from the previous page]

DEVELOPER:

_____

By: _____
Name: _____
Title: _____

_____

_____, Individually

EXHIBIT C-3

EXHIBIT A

TERRITORY

Any DMA in which Developer currently operates a Wendy's Restaurant and any location for which Developer has an active Real Estate Letter (as defined in Franchisor's New Restaurant Development Policy).

EXHIBIT C-3

EXHIBIT B

DEVELOPMENT SCHEDULE

New Restaurant Requirement	Required Open Date	Cumulative Total

–

EXHIBIT C-3

EXHIBIT C

PACESETTER
INCENTIVE PROGRAM ADDENDUM

This PACESETTER INCENTIVE PROGRAM ADDENDUM (**"Addendum"**) is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (**"Franchisor"**) and _____, (*collectively,* **"Franchisee"**); and _____ (**"Guarantor"**).

WHEREAS, Franchisor and Franchisee and/or one or more of Franchisee's affiliates are parties to that certain *[Amended and Restated]* Development Agreement dated _____, 202__ (the **"Development Agreement"**), pursuant to which Franchisee and/or one or more of Franchisee's affiliates have the right and obligation to develop and open new Wendy's Branded Restaurants within certain geographic areas specified in the Development Agreement;

WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new Wendy's Branded Restaurant under a new or amended development agreement entered into with Franchisor (the **"Pacesetter Incentive Program"**);

WHEREAS, Franchisor and Franchisee *(and Guarantor)* are, concurrently herewith, entering into a Unit Franchise Agreement (the **"Franchise Agreement"**), which provides Franchisee with the franchise and licensed rights to open and operate a Wendy's Branded Restaurant located at _____ (Contract-Site #_____) (the **"Restaurant"**);

WHEREAS, because the Restaurant is a new Wendy's Branded Restaurant opening with an approved building design in accordance with the terms and conditions of the Development Agreement, Franchisee is entitled to the benefits of the Pacesetter Incentive Program;

WHEREAS, Franchisor and Franchisee *(and Guarantor)* desire to modify the Franchise Agreement to document such benefits in accordance with the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. Section 5.1. of the Franchise Agreement is hereby modified such that the Fifty Thousand Dollars ($50,000) Technical Assistance Fee shall be waived in its entirety. The balance of Section 5.1. shall remain as set forth in the Franchise Agreement.

2. Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales after the Restaurant opens and during the first full 36 calendar months for sales after the Restaurant opens, the monthly royalty will be waived in its entirety. The monthly royalty fee will increase to an amount equal to five percent (5%) of the Gross Sales of the Restaurant after the expiration of the forgoing 36-month period and continue until the expiration or termination of the Franchise Agreement. The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.

3. Sections 5.3, 13.1, 13.1.A., and 13.1.B. of the Franchise Agreement are hereby modified such that the monthly WNAP contribution payable by Franchisee for sales after the Restaurant opens and during the first full 36 calendar months thereafter will be reduced by 3.5% compared to the systemwide standard contribution obligation. This means that: (a) for sales of the Restaurant after the Restaurant opens and during the first full 36 calendar months thereafter the total 4% Advertising Contribution will be allocated such that (i) Franchisee will not be required to make a

contribution to WNAP, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. Upon the expiration of the foregoing 36-month period, the allocation of the total 4% Advertising Contribution will revert to the then-current allocation, which as of 2023 is allocated such that (x) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 3.5% of the Restaurant's previous month's Gross Sales, and (y) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. However, for the avoidance of doubt, this distribution and the amounts required to be contributed to WNAP and to local advertising and promotion may be affected by a systemwide vote as described in the Franchise Agreement .

The balance of Sections 5.3, 13.1, 13.1.A., and 13.1.B. remain unchanged as set forth in the Franchise Agreement.

4. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.

5. This Addendum sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. Except as specifically set forth herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is effective as of the date it is executed by Franchisor.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

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

EXHIBIT PAGE
DO NOT SIGN HERE

Legal Dept._____

(Signatures continued on next page)

EXHIBIT C-3

(Signatures continued from previous page)

FRANCHISEE:

_____

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

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually
Date: _____

_____
_____, Individually
Date: _____

EXHIBIT PAGE
DO NOT SIGN HERE

GUARANTOR:

_____
_____, Individually
Date: _____

EXHIBIT C-4

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

[US Groundbreaker & Pacesetter]

This Amended and Restated Development Agreement ("**Agreement**") is dated and made effective as of _____, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company ("**Franchisor**"), and _____, a _____ *[limited liability company/corporation]*, and _____, an individual ("**Developer**").

WHEREAS, Franchisor has developed and owns a distinctive format and system relating to the establishment and operation of Wendy's and Wendy's Old Fashioned Hamburgers restaurants (each a "**Restaurant**") featuring, among other things, hamburgers, chili, salads, French fries, assorted chicken and other sandwiches, frozen desserts, and other food and beverages (the "**System**");

WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the marks "WENDY'S" and "WENDY'S OLD FASHIONED HAMBURGERS," and such other trade names, designs, emblems, labels, signs, symbols, service marks, trademarks, copyrighted materials and other intellectual property as are now designated (and may hereinafter be designated by Franchisor in writing) for use in connection with the System (the "**Proprietary Marks**");

WHEREAS, Franchisor and Developer are parties to that certain Development Agreement dated _____, 20__ (the "**Existing Development Agreement**"), pursuant to which Developer agreed to develop and open certain new Restaurants within the territories described therein in connection with Franchisor's Groundbreaking Incentive Program (the "**Groundbreaking Incentive Program**");

WHEREAS, Franchisor has established a new incentive program for qualifying franchisees that open a new Restaurant under a new or amended development agreement entered into with Franchisor (the "**Pacesetter Incentive Program**");

WHEREAS, Developer desires to take advantage of the benefits of the Pacesetter Incentive Program by committing to opening an incremental number of new Restaurants in addition to those existing commitments under the Existing Development Agreement, and Franchisor and Developer have agreed to enter into this Agreement to consolidate Developer's development rights and obligations, to supersede and replace the Existing Development Agreement, and to provide for Developer's non-exclusive right and obligation to develop a total of _____ (__) new Restaurants in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. **GRANT.** Franchisor hereby grants to Developer during the term of this Agreement and subject to the conditions hereof the non-exclusive right to develop _____ new Restaurants in the geographical area described on *Exhibit A* and incorporated herein by reference (the "**Territory**"). If the Territory includes more than one Designated Market Area ("**DMA**"), as defined by The Nielsen Company, Developer agrees to use good faith efforts to develop and open new Restaurants under this Agreement throughout the entire

Territory. The operation of the Restaurants developed under this Agreement will be governed by independent and individual franchise agreements to be issued by Franchisor in accordance with Section 12 below.

Developer understands and acknowledges as follows:

A. Developer's rights under this Agreement are non-exclusive, and during the term of this Agreement Franchisor may in its sole discretion itself develop and operate, and grant rights to others to develop and operate: (i) Restaurants anywhere within the Territory; (ii) anywhere within the Territory, outlets and various food service facilities not under the Wendy's brand, marks and System; and (iii) anywhere outside the Territory, restaurants and other food service facilities of any kind, including Restaurants. Franchisor reserves all rights not granted to Developer by this Agreement. Developer assumes all risks in this regard;

B. if Developer or its Affiliate (as such term is defined in Section 5.B below) relocates or replaces an existing Restaurant prior to the expiration of the term of its applicable franchise agreement with a new Restaurant that (i) is approved by Franchisor in writing and (ii) opens for operation prior to or simultaneously with the closing of such existing Restaurant (a "**Replacement Restaurant**"), such Replacement Restaurant will not constitute a new Restaurant for purposes of this Agreement and will not count toward Developer's obligations under this Agreement, but Developer or its Affiliate will receive the following incentives for such Replacement Restaurant, as applicable: (x) incentives under the Groundbreaking Incentive Program until such time that Developer completes the last of the Restaurants required to be opened in accordance with the Groundbreaking Development Schedule, and thereafter, (y) incentives under the Pacesetter Incentive Program through the term of this Agreement;

C. the scrape and rebuild (or complete demolition) of an existing Restaurant will not constitute a new Restaurant for purposes of this Agreement and will not count toward Developer's obligations under this Agreement; and

D. new Restaurants opened under Wendy's Build to Suit program are not eligible for the incentives under this Agreement and do not count toward Developer's new Restaurant obligations under this Agreement.

2. **TERM.** Unless earlier terminated pursuant to Section 14 below, this Agreement will expire upon the earlier of (i) the opening of the last of the Restaurants to be opened in accordance with the development schedule on *Exhibit B-1* (the "**Groundbreaking Development Schedule**") and the development schedule on *Exhibit B-2* (the "**Pacesetter Development Schedule**," and together with the Groundbreaking Incentive Development Schedule, collectively sometimes referred to herein as the "**Development Schedules**"), attached hereto and incorporated herein by reference, and (ii) the ten-year anniversary of the Required Open Date set forth in the Development Schedules (the "**Required Open Date**"), as may be extended, for the last of the Restaurants to be opened in accordance with the Development Schedules.

3. ***[DEVELOPMENT FEES.***

A. *Franchisor and Developer acknowledge and agree that the remaining balance of total development fees paid by Developer under the Existing Development Agreement(s) that have not yet been applied toward the payment of the technical assistance fee ("**TAF**") for a Restaurant is $_____ (the "**Development Fee**").*

B. *Developer acknowledges and agrees that the Development Fees have been fully earned by Franchisor and are non-refundable. However, Franchisor shall credit a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor toward payment of the TAF payable under the franchise agreement to be executed in connection with new Restaurants to be developed under this Agreement, provided in each case that such new Restaurant is timely opened in accordance with the Development Schedules and Developer is otherwise in compliance with this Agreement.*

C. *Developer acknowledges and agrees that: (i) with respect to any new Restaurant for which the TAF credit applied does not equal the full TAF payable under the franchise agreement for such new Restaurant, Developer will be required to pay to Franchisor an amount equal to the difference between the full TAF payable for such new Restaurant and the TAF credit applied; and (ii) with respect to any new Restaurant to be developed for which no TAF credit will be applied, Developer will be required to pay to Franchisor a full TAF in accordance with Section 12 of this Agreement.*

D. *Developer acknowledges and agrees that (i) subject to the terms and conditions of Section 6.B of this Agreement, if Developer fails to open a new Restaurant within ten years after the Required Open Date for such Restaurant, then a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor will be forever forfeited, and (ii) any portion of the Development Fee remaining upon the expiration or earlier termination of this Agreement will be forever forfeited.]*

4. **DEVELOPMENT SCHEDULES.** Developer shall timely open and continuously operate properly licensed Restaurants in accordance with the Development Schedules. If Developer opens and continuously operates a greater number of Restaurants in the Territory than is required during any interim period of the Development Schedules, the requirements of the succeeding period(s) will be deemed satisfied to the extent of such excess number of Restaurants, up to the total number of Restaurants specified in the Development Schedules.

5. **GROUNDBREAKING INCENTIVE PROGRAM.** If Developer is in compliance with the terms and conditions of this Agreement, Developer will be entitled to the following benefits of the Groundbreaking Incentive Program with respect to Restaurants opened in accordance with the Groundbreaking Development Schedule:

A. For each new Restaurant timely opened by Developer in accordance with the Groundbreaking Development Schedule and the terms and conditions of this

Agreement, a certain portion of the royalty and WNAP advertising obligations payable under the franchise agreement for such new Restaurant will be abated during the first full 24 calendar months after the Restaurant opens as described in the Development Agreement Groundbreaking Incentive Program Addendum attached hereto as *Exhibit C-1* (the "**Groundbreaking Incentive Addendum**"). Developer shall enter into a Groundbreaking Incentive Addendum concurrently with entering into a franchise agreement for a new Restaurant as described in Section 12 of this Agreement. Upon the expiration of the initial 24-month period, (i) the monthly royalty fee will increase to a rate of four percent (4%) of the Gross Sales of the Restaurant, and (ii) the WNAP Advertising Contribution shall increase to a rate of three and one-half percent (3.5%) of the Gross Sales of the Restaurant or the then-current Systemwide contribution rate.

B. The right to utilize the "Refresh Lite" reimaging design through December 31, 2024 or December 31, 2025, as applicable, for all existing Restaurants owned and operated by Developer or its affiliate operating under a common "Combination Number," as such term is used by Franchisor for the System ("**Affiliate**").

C. Any new Restaurant that (i) satisfies a requirement set forth on the Groundbreaking Development Schedule and (ii) opens at least 12 months prior to its Required Open Date is eligible for the incentives under the Pacesetter Incentive Program described in Section 6 below.

6. **PACESETTER INCENTIVE PROGRAM**. If Developer is in compliance with the terms and conditions of this Agreement, Developer will be entitled to the following benefits of the Pacesetter Incentive Program with respect to Restaurants opened in accordance with the Pacesetter Development Schedule:

A. For each new Restaurant timely opened by Developer in accordance with the Pacesetter Development Schedule and the terms and conditions of this Agreement, all royalty and national advertising obligations payable under the franchise agreement for such new Restaurant will be fully abated during the first full 36 calendar months after the Restaurant opens as described in the Development Agreement Pacesetter Incentive Program Addendum attached hereto as *Exhibit C-2* (the "**Pacesetter Incentive Addendum**"). Developer shall enter into a Pacesetter Incentive Addendum concurrently with entering into a franchise agreement for a new Restaurant as described in Section 12 of this Agreement. Upon the expiration of the initial 36-month period, (i) the monthly royalty fee will increase to a rate of five percent (5%) of the Gross Sales of the Restaurant, and (ii) the WNAP Advertising Contribution shall increase to a rate of three and one-half percent (3.5%) of the Gross Sales of the Restaurant or the then-current Systemwide contribution rate.

B. The technical assistance fee ("**TAF**") otherwise payable by Developer shall be waived in its entirety.

C. If 85% of the existing Restaurants owned and operated by Developer or its Affiliate have been reimaged by December 31, 2023, Developer or its Affiliate

shall receive an extension to Franchisor's Image Activation program deadline, such that the percentage of Developer's or its Affiliate's Restaurant portfolio must be reimaged according to the following schedule:

(i) 93% reimaged by December 31, 2024; and

(ii) 100% reimaged by December 31, 2025.

D. The right to utilize the "Refresh Lite" reimaging design through December 31, 2024 or December 31, 2025, as applicable, for all existing Restaurants owned and operated by Developer or its Affiliate.

7. **FAILURE TO PERFORM.**

A. Developer acknowledges that time is of the essence under this Agreement. Developer agrees that, subject only to the terms and conditions of Section 7.B below, if Developer fails to timely open a new Restaurant by the Required Open Date, then beginning in the month immediately following the Required Open Date:

(i) with respect to the Restaurants required to be opened in accordance with the Groundbreaking Development Schedule, Developer must pay to Franchisor a nonrefundable fee of $5,000 (the "**Groundbreaker Monthly Fee**"), which will automatically and without prior judicial intervention (including by order or decree) become due and payable by Developer to Franchisor for each month or portion thereof following the Required Open Date through the earlier of (a) the actual date on which the Restaurant opens and (b) ten (10) years after the Required Open Date; and

(ii) with respect to the Restaurants required to be opened in accordance with the Pacesetter Development Schedule, Developer must pay to Franchisor a nonrefundable fee of $7,500 (the "**Pacesetter Monthly Fee**"), which will automatically and without prior judicial intervention (including by order or decree) become due and payable by Developer to Franchisor for each month or portion thereof following the Required Open Date through the earlier of (a) the actual date on which the Restaurant opens and (b) ten (10) years after the Required Open Date.

B. Notwithstanding anything to the contrary contained in this Agreement, the Required Open Date for a new Restaurant will be extended by 12 months to the one-year anniversary of the Required Open Date if Developer has secured the real estate for the new Restaurant through a binding and bona fide purchase or lease agreement and submitted such purchase or lease agreement to Franchisor by the Required Open Date. In addition, Developer's failure to timely open a new Restaurant by the Required Open Date will not constitute a default under this Agreement, or require payment of the applicable Groundbreaker Monthly Fee or Pacesetter Monthly Fee if:

(i) Developer is participating in Franchisor's Real Estate Procurement Program ("**REPP**") for a new Restaurant pursuant to a REPP Letter of Agreement entered into with Franchisor at least two years prior to the Required Open Date for the new Restaurant, and such failure results from Franchisor's inability or delay in securing suitable real estate for the new Restaurant; provided that, in each case, such inability or delay is not caused by Developer's failure to (a) act in good faith when considering a potential site made available to Developer for approval or (b) otherwise comply with the terms and conditions of the REPP; or

(ii) such failure results from an event beyond Developer's reasonable control, including, without limitation, all labor disputes, governmental regulations or controls that directly affect the development of the Restaurants, fires or other casualties, inability to obtain any material or services, acts of God, or acts of war or terrorism; provided that, in each case, such event (a) is not caused by the act, omission, negligence or default of Developer, (b) could not have been avoided by the exercise of reasonable diligence, and (c) Developer uses good faith and diligent efforts to open the Restaurant as soon as reasonably practicable after the event that gave rise to the delay no longer exists.

C. If Developer's failure to open a new Restaurant by the Required Open Date is due to a reason described in subparagraph 7.B(i) or 7.B(ii) above, then the Required Open Date for such new Restaurant will be extended for a reasonable period after, as the case may be, (i) Franchisor (or Developer) has secured the real estate for the new Restaurant or (ii) the force majeure event that gave rise to the delay no longer exists, in each case as determined by Franchisor in its reasonable business judgment.

D. For the avoidance of doubt, Developer's lack of funds or other financial inability to perform will not constitute a permissible reason for Developer's failure to timely open a new Restaurant by the Required Open Date.

E. *[Subject to the terms and conditions of Section 7.B of this Agreement, if Developer fails to open a new Restaurant within ten years after the Required Open Date for such Restaurant, then a portion of the Development Fee equal to the then-current TAF being charged in the System by Franchisor will be forever forfeited.]*

8. **LOCATION OF RESTAURANTS.** Subject to Developer's participation in the REPP, Developer is responsible for locating proposed sites within the Territory for each of the Restaurants contemplated in the Development Schedules and during the term of this Agreement, Developer shall use its best efforts to locate suitable sites. Franchisor may, in its sole discretion, offer counseling and advice to Developer in connection with site selection. In no event, however, will Franchisor be obligated to loan money, guarantee leases, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development; these

activities and undertakings are the exclusive responsibility of Developer, legally, financially and otherwise.

9. **SITE ACCEPTANCE.** Developer agrees to adhere to Franchisor's standard development process as set forth in Franchisor's then-current New Restaurant Development Policy. Upon selection by Developer of a proposed site for a Restaurant, Developer shall promptly submit to Franchisor such specific site data and demographic and other information concerning the site as may be reasonably required by Franchisor, utilizing such forms as may be required by Franchisor. Franchisor may either accept or reject such site in accordance with Franchisor's then-current site selection documentation, policies and procedures. To be effective, any site acceptance by Franchisor must be in writing. Developer understands and acknowledges that Franchisor may reject any proposed site in its sole discretion, in which event, Developer will not proceed at the rejected site but will seek to locate an acceptable alternative site. The acquisition in any manner of any proposed site prior to acceptance by Franchisor will be at the sole risk and responsibility of Developer and will not obligate Franchisor, in any way, to accept such site. As a condition for accepting a proposed site, Franchisor may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters, and if Developer does not wish to or cannot satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected.

10. **DISCLAIMER.** In executing this Agreement, accepting a proposed site, giving approvals or advice, or providing services or assistance in connection with this Agreement, and even with Developer's participation in the REPP, Franchisor does not guarantee the suitability of an accepted site or the success of any Restaurant established at such site. Franchisor expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Restaurant. Developer understands and acknowledges that the suitability of any site and the success of any Restaurant depend on many factors outside the control of either Franchisor or Developer (such as (i) changes in the quick-service restaurant industry, including consumer trends toward value-oriented products and promotions or consuming fewer meals away from home, (ii) prevailing economic, market and business conditions, including competition from other food service providers, high unemployment and decreased consumer spending levels, (iii) cost and availability of capital and (iv) cost fluctuations associated with food, suppliers, energy, fuel, distribution or labor), but will depend, in part, on Developer's efforts in the operation of the Restaurant, and Developer assumes all risks associated with the success of such Restaurant.

11. **CONSTRUCTION.**

A. Developer may in no event begin construction of the Restaurant unless the following conditions have been met:

(i) Franchisor has accepted the site in writing;

(ii) Developer has obtained the right to use the site, obtained all necessary permits and governmental approvals, and otherwise obtained the rights to construct, maintain and operate the Restaurant on the site;

(iii) All construction plans, rights, permits, specifications and layouts for the Restaurant have been approved by Franchisor in writing (the "**Approved Plans and Specifications**"); and

(iv) Developer and Franchisor have executed Franchisor's then-current franchise agreement for the accepted site and Developer has paid the required TAF due under such franchise agreement.

B. All construction must be in accordance with the following terms and conditions:

(i) Developer shall construct the Restaurant at the accepted site in accordance with the Approved Plans and Specifications subject, however, to any alteration thereto that may be required by applicable law, regulation or ordinance. If alterations of any kind are required to be made to the Approved Plans and Specifications, such alterations must be approved by Franchisor in writing before any work is begun. All costs and expenses, including engineering and architectural fees, incurred in obtaining approvals from the appropriate governmental authorities of the Approved Plans and Specifications will be paid by Developer;

(ii) Developer may 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 Franchisor. If, at any time, Franchisor determines that Developer has not constructed or remodeled the Restaurant in accordance with the Approved Plans and Specifications approved by Franchisor, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction; and

(iii) The Restaurant must be constructed in accordance with all applicable laws, regulations and ordinances.

C. If, at any time Franchisor determines that Developer has begun constructing or remodeling a Restaurant without all conditions having been met, Franchisor will, in addition to any other remedies, have the right to obtain an injunction from a court of competent authority against the continued construction and the opening of the Restaurant (or, if the Restaurant has already been opened, against the continued operation of the Restaurant), and Developer hereby consents to any such injunction.

EXHIBIT C-4

12. **FRANCHISE AGREEMENT.**

A. Except with respect to Developer's TAF waiver eligibility under the Pacesetter Incentive Program, construction of a new Restaurant may not begin under any circumstances until the required TAF has been paid and the franchise agreement for such location has been executed by Developer and Franchisor. The TAF payable by Developer will be equal to the amount of the TAF that Franchisor is then charging other franchisees in the System at the time of the signing of each of Developer's franchise agreements. Developer understands and acknowledges that the TAF charged by Franchisor in 2023 is Fifty Thousand Dollars ($50,000) per Restaurant. Developer understands and acknowledges that the TAF may be increased or modified by Franchisor from time to time in its sole discretion with respect to any or all of the Restaurants to be developed hereunder. Developer acknowledges that it will, and will cause such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies, to execute the then-current form of franchise agreement for each Restaurant to be opened pursuant to the Agreement. Each such form of franchise agreement may contain terms that are materially different from the form of franchise agreement currently being used by Franchisor.

B. Developer must comply with Franchisor's then-current franchising policies and procedures for the issuance of each of the franchise agreements. Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is in default of this Agreement or any franchise agreement between Franchisor and Developer. Further, Franchisor will be under no obligation to execute or issue a franchise agreement to Developer if Developer is not eligible for expansion pursuant to Franchisor's then-current expandability criteria, and Developer assumes such risk.

C. Franchisor's determination of expandability will be based upon, without limitation, Developer's compliance with its existing franchise agreement(s) and System initiatives, and certain financial and operational performance metrics utilized by Franchisor in determining the expandability of existing franchisees in the System.

D. Franchisor will be under no obligation to execute and issue a franchise agreement unless Developer has complied in a timely manner with all terms and conditions of this Agreement and has satisfied all requirements set forth herein (including construction requirements) with respect to the pertinent accepted site. If and when a franchise agreement is executed by Franchisor, it will govern the relations between the parties with respect to the pertinent Restaurant.

E. Developer and such other parties to be franchisees or guarantors in accordance with Franchisor's then-current policies will also be required to sign and deliver Franchisor's standard General Release of All Claims in connection with Developer's execution of each individual franchise agreement and this Agreement. Copies of Franchisor's current form of franchise agreement and current form of General Release of All Claims are included in Franchisor's

current Franchise Disclosure Document, receipt of which Developer has previously acknowledged, as further confirmed by Developer's execution of this Agreement.

13. **NO RIGHT TO OPERATE OR USE PROPRIETARY MARKS.** Developer acknowledges and agrees that (A) Franchisor is the current owner of the Proprietary Marks; (B) until a franchise agreement has been issued for a specified site, Developer will not have or be entitled to exercise any of the rights, powers and privileges granted by the franchise agreement, including without limitation the right to use the Proprietary Marks; (C) the execution of this Agreement will not be deemed to grant any such rights, powers or privileges to Developer; and (D) Developer may not under any circumstances commence operation of any Restaurant prior to execution by Franchisor of a franchise agreement for the pertinent location. Furthermore, this Agreement does not give Developer any right to franchise, license, subfranchise, or sublicense others to operate Restaurants. This Agreement only grants Developer development rights, subject to the terms and conditions hereof.

14. **TERMINATION.**

A. This Agreement will terminate immediately and automatically without notice to either party upon the commencement of any proceedings by or against Developer under the United States Bankruptcy Code, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.

B. Franchisor will have the right at its sole election to terminate this Agreement immediately upon thirty (30) days prior written notice to Developer, upon the occurrence of any of the following:

(i) Developer's failure to comply with the Development Schedules, subject to the terms and conditions of Section 7.B of this Agreement;

(ii) Developer's attempted assignment of this Agreement without the prior written approval of Franchisor;

(iii) if Developer (or any entities comprising Developer) is a corporation, limited liability company or a partnership, the transfer of any of the capital stock, membership interest, or partnership interest of such corporation, limited liability company or partnership during the term of this Agreement without the prior written consent of Franchisor, which consent may be granted or withheld in accordance with the terms of this Agreement, the existing franchise agreement between Franchisor and Developer, and as provided in Franchisor's transaction policies;

(iv) the discovery by Franchisor of any material misrepresentation in any of the information or documents submitted to Franchisor by or on behalf of Developer in connection with this Agreement;

(v) any violation by Developer of any of the provisions of this Agreement; or

(vi) any violation of any franchise agreement or other agreement between Franchisor and Developer.

C. Franchisor will have the right at its election to terminate this Agreement immediately upon written notice to Developer, in the event of the termination by Franchisor of any franchise agreement between Franchisor and Developer pursuant to its terms or in the event of Developer's failure to cure a default under any franchise agreement between Franchisor and Developer within the applicable cure period.

D. For purposes of Section 12 above and this Section 14, any franchise agreements issued to Developer or any of its Affiliates will be deemed an agreement between Franchisor and Developer.

15. **EFFECT OF EXPIRATION OR TERMINATION.** Upon expiration or completion of this Agreement, or upon termination for any reason, *[(a)]* the rights granted to Developer pursuant to Section 1 above will be extinguished immediately and Developer will have no further rights within the Territory except as contained in the individual franchise agreements executed by Franchisor and Developer*[, and (b) any remaining portion of the Development Fee will be forever forfeited]*.

16. **CONFIDENTIALITY.** At all times during the term of this Agreement, and after termination of this Agreement for any reason, Developer (and if a corporation, limited liability company or partnership, its shareholders, directors, and officers, members or partners, as individuals) shall not divulge, disclose or communicate, directly or indirectly, to any other person or entity any confidential or proprietary information or knowledge obtained from Franchisor, whether obtained pursuant to this Agreement or otherwise.

17. **ASSIGNMENT.** This Agreement inures to the benefit of and be binding upon Franchisor, its successors and assigns. The rights granted to Developer in this Agreement represent a special opportunity provided to Developer personally, separate from those afforded by any franchise agreements executed or to be executed by Franchisor and are non-assignable. Neither this Agreement nor any of Developer's rights hereunder are assignable or transferable by Developer, directly or indirectly, by operation of law or otherwise, without, in each case, the prior written consent of Franchisor, which consent Franchisor may withhold in its sole discretion. Upon the direct or indirect sale, transfer or assignment of the franchise agreements pertaining to the Restaurants developed pursuant to this Agreement or Developer's existing Restaurants that results in Developer or its Affiliate no longer operating Restaurants within the Territory (each, a "**Transfer**"), then Franchisor will have the right in its sole discretion to (A) require the transferee of such franchise agreements to assume Developer's obligations under this Agreement as a condition of Franchisor's consent to such Transfer, or (B) terminate this Agreement effective upon Franchisor's consent to such Transfer. Notwithstanding the foregoing, it will not be a violation of this paragraph if Restaurants are developed and opened under this Agreement by one or more of Developer's Affiliates. Franchisor may, without the consent of Developer, assign this Agreement or any of its rights or obligations hereunder

to any party. To the extent that the purchaser or assignee shall assume the covenants and obligations of Franchisor under this Agreement, Franchisor shall thereupon and without further agreement, be freed and relieved of all liability with respect to such covenants and obligations.

18. **NOTICE.** Any and all notices, demands, or communications required to be given hereunder must be in writing and sent by a recognized overnight delivery or express service that provides evidence of delivery or attempted delivery (e.g. FedEx). All notices to Franchisor must be sent to Quality Is Our Recipe, LLC, Attn: Franchise Legal Department, One Dave Thomas Blvd., Dublin, OH 43017, and all notices to Developer must be sent to Developer at _____, or to such other address as either party may hereafter provide in writing to the other as a notice address. Any notice, demand, or communication will be deemed given as of the date of delivery or attempted delivery. Developer must notify Franchisor of and maintain a street address for the purposes of all notices required hereunder and provide Franchisor with current phone numbers and addresses in order to maintain current notice and contact information.

19. **JOINT AND SEVERAL LIABILITY.** If more than one person or entity is a named Developer under this Agreement, such persons' obligations and liabilities under this Agreement will be joint and several and all references in this Agreement to "Developer" include all Developers individually and collectively.

20. **GOVERNING LAW AND FORUM SELECTION.**

A. This Agreement will be governed, construed and interpreted in accordance with the laws of the State of Ohio. In the event of any dispute concerning the parties' rights or obligations under this Agreement, Developer agrees, to the extent permitted by applicable law, to file any suit against Franchisor only in the federal or state court having jurisdiction where Franchisor's principal office is then located. Developer hereby waives all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

B. Franchisor and Developer irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its affiliates) on the other hand, whether or not there are other parties in such action or proceeding. Any and all claims and actions arising out of or relating to this Agreement, the relationship of Franchisor and Developer, or Developer's development of Restaurants in the Territory, brought by Franchisor against Developer (or any of them) on the one hand, or by Developer against Franchisor (or any of its affiliates) on the other hand, must be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such claim or action will be barred.

C. Franchisor and Developer hereby waive to the fullest extent permitted by law any right to or claim of any punitive or exemplary damages against the other and agree that in the event of a dispute between them each will be limited to the recovery of any actual damages sustained by it.

D. Nothing herein contained will bar Franchisor's right to obtain injunctive relief against threatened conduct that Franchisor reasonably believes may cause Franchisor to suffer any loss or damages related to its Proprietary Marks, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

21. **DEVELOPER'S ACKNOWLEDGMENTS AND REPRESENTATIONS.** Developer understands that there are significant risks in any business venture and that Developer's success or failure under this agreement will depend, in part, on Developer's own efforts. Franchisor and its representatives have made no representations to Developer other than the matters set forth in the Franchise Disclosure Document provided to Developer and Developer has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Developer's own independent investigation of the merits of this venture.

22. **ENTIRE AGREEMENT.** This Agreement supersedes and replaces the Existing Development Agreement(s) in its/their entirety and contains the entire agreement between the parties concerning the subject matter hereof and may not be modified except by a written document executed by both parties.

23. **COUNTERPARTS AND ELECTRONIC SIGNATURE.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Furthermore, delivery of a copy of a counterpart signature by facsimile or electronic transmission will constitute a valid and binding execution and delivery of this Agreement, and such copy will constitute an enforceable original document. This Agreement may also be executed through the use of electronic signature, which each party acknowledges is a lawful means of obtaining signatures. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if actually signed by such party in writing.

[The remainder of this page is intentionally left blank.]

EXHIBIT C-4

This Agreement is hereby executed by Franchisor and Developer effective on the date set forth on the first page of this Agreement.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By: _____

Legal Dept._____

[Continued on the next page]

EXHIBIT C-4

[Continued from the previous page]

DEVELOPER:

_____

By: _____
Name: _____
Title: _____

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually

EXHIBIT C-4

EXHIBIT A

TERRITORY

Any DMA in which Developer currently operates a Wendy's Restaurant and any location for which Developer has an active Real Estate Letter (as defined in Franchisor's New Restaurant Development Policy).

EXHIBIT C-4

EXHIBIT B-1

GROUNDBREAKING DEVELOPMENT SCHEDULE

[This Groundbreaking Development Schedule reflects the new Restaurants Developer opened since the effective date of the Existing Development Agreement through the date of this Agreement, as identified by the column "Compliant Site #".]

New Restaurant Requirement	***Required Open Date***	***Compliant Site # (if applicable)***	***Cumulative Total***

—

EXHIBIT C-4

EXHIBIT B-2

PACESETTER DEVELOPMENT SCHEDULE

New Restaurant Requirement	Required Open Date	Cumulative Total

–

EXHIBIT C-4

EXHIBIT C-1

GROUNDBREAKING
INCENTIVE PROGRAM ADDENDUM

This GROUNDBREAKING INCENTIVE PROGRAM ADDENDUM (**"Addendum"**) is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (**"Franchisor"**) and _____, (*collectively,* **"Franchisee"**); and _____ (**"Guarantor"**).

WHEREAS, Franchisor and Franchisee and/or one or more of Franchisee's affiliates are parties to that certain *[Amended and Restated]* Development Agreement dated _____, 202__ (the **"Development Agreement"**), pursuant to which Franchisee and/or one or more of Franchisee's affiliates have the right and obligation to develop and open new Wendy's Branded Restaurants within certain geographic areas specified in the Development Agreement;

WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new Wendy's Branded Restaurant under a new or amended development agreement entered into with Franchisor (the **"Groundbreaking Incentive Program"**);

WHEREAS, Franchisor and Franchisee *(and Guarantor)* are, concurrently herewith, entering into a Unit Franchise Agreement (the **"Franchise Agreement"**), which provides Franchisee with the franchise and licensed rights to open and operate a Wendy's Branded Restaurant located at _____ (Contract-Site #_____) (the **"Restaurant"**);

WHEREAS, because the Restaurant is a new Wendy's Branded Restaurant opening with an approved building design in accordance with the terms and conditions of the Development Agreement, Franchisee is entitled to the benefits of the Groundbreaking Incentive Program; and

WHEREAS, Franchisor and Franchisee *(and Guarantor)* desire to modify the Franchise Agreement to document such benefits in accordance with the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales after the Restaurant opens and during the first full 12 calendar months thereafter will be an amount equal to 1% of the Restaurant's previous month's Gross Sales, and the monthly royalty fee contribution payable by Franchisee for sales during the immediately succeeding 12-month period will be an amount equal to 2% of the Restaurant's previous month's Gross Sales. The monthly royalty fee will increase to the standard rate of 4% of the Gross Sales of the Restaurant after the expiration of the forgoing 24-month period. The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.

2. Sections 5.3, 13.1, 13.1.A., and 13.1.B. of the Franchise Agreement are hereby modified such that the monthly WNAP contribution payable by Franchisee for sales after the Restaurant opens and during the first full 12 calendar months thereafter will be reduced by 3.5% compared to the systemwide standard contribution obligation, and the monthly WNAP contribution payable by Franchisee for sales during the immediately succeeding 12-month period will be reduced by 3% compared to the systemwide standard contribution obligation. This means that: (a) for sales of the Restaurant after the Restaurant opens and during the first full 12 calendar months thereafter the total 4% Advertising Contribution will be allocated such that (i) Franchisee will not be

required to make a contribution to WNAP, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales; and (b) for sales of the Restaurant during the immediately succeeding 12-month period the 4% Advertising Contribution will be allocated such that (i) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 0.5% of the Restaurant's previous month's Gross Sales, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. Upon the expiration of the foregoing 24-month period, the allocation of the total 4% Advertising Contribution will revert to the then-current allocation, which as of 2023 is allocated such that (x) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 3.5% of the Restaurant's previous month's Gross Sales, and (y) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. However, for the avoidance of doubt, this distribution and the amounts required to be contributed to WNAP and to local advertising and promotion may be affected by a systemwide vote as described in the Franchise Agreement.

The balance of Sections 5.3, 13.1, 13.1.A., and 13.1.B. remain unchanged as set forth in the Franchise Agreement.

3. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.

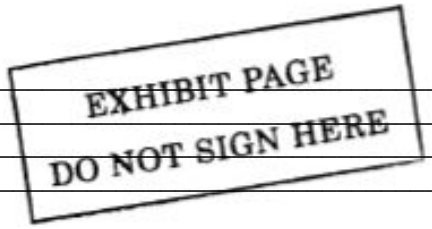
4. This Addendum sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. Except as specifically set forth herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is effective as of the date it is executed by Franchisor.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

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



Legal Dept._____

(Signatures continued on next page)

EXHIBIT C-4

(Signatures continued from previous page)

FRANCHISEE:

_____

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

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually
Date: _____

_____
_____, Individually
Date: _____

EXHIBIT PAGE
DO NOT SIGN HERE

GUARANTOR:

_____
_____, Individually
Date: _____

EXHIBIT C-4

EXHIBIT C-2

PACESETTER
INCENTIVE PROGRAM ADDENDUM

This PACESETTER INCENTIVE PROGRAM ADDENDUM (**"Addendum"**) is executed in Dublin, Ohio, on the date referenced below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company (**"Franchisor"**) and _____, (*collectively,* **"Franchisee"**); and _____ (**"Guarantor"**).

WHEREAS, Franchisor and Franchisee and/or one or more of Franchisee's affiliates are parties to that certain *[Amended and Restated]* Development Agreement dated _____, 202__ (the **"Development Agreement"**), pursuant to which Franchisee and/or one or more of Franchisee's affiliates have the right and obligation to develop and open new Wendy's Branded Restaurants within certain geographic areas specified in the Development Agreement;

WHEREAS, Franchisor has established an incentive program for qualifying franchisees that open a new Wendy's Branded Restaurant under a new or amended development agreement entered into with Franchisor (the **"Pacesetter Incentive Program"**);

WHEREAS, Franchisor and Franchisee *(and Guarantor)* are, concurrently herewith, entering into a Unit Franchise Agreement (the **"Franchise Agreement"**), which provides Franchisee with the franchise and licensed rights to open and operate a Wendy's Branded Restaurant located at _____ (Contract-Site #_____) (the **"Restaurant"**);

WHEREAS, because the Restaurant is a new Wendy's Branded Restaurant opening with an approved building design in accordance with the terms and conditions of the Development Agreement, Franchisee is entitled to the benefits of the Pacesetter Incentive Program;

WHEREAS, Franchisor and Franchisee *(and Guarantor)* desire to modify the Franchise Agreement to document such benefits in accordance with the terms of this Addendum.

NOW, THEREFORE, in consideration of the premises set forth above, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, mutually agree as follows:

1. Section 5.1. of the Franchise Agreement is hereby modified such that the Fifty Thousand Dollars ($50,000) Technical Assistance Fee shall be waived in its entirety. The balance of Section 5.1. shall remain as set forth in the Franchise Agreement.

2. Section 5.2. of the Franchise Agreement is hereby modified such that the monthly royalty fee payable by Franchisee for sales after the Restaurant opens and during the first full 36 calendar months for sales after the Restaurant opens, the monthly royalty will be waived in its entirety. The monthly royalty fee will increase to an amount equal to five percent (5%) of the Gross Sales of the Restaurant after the expiration of the forgoing 36-month period and continue until the expiration or termination of the Franchise Agreement. The balance of Section 5.2. remains unchanged as set forth in the Franchise Agreement.

3. Sections 5.3, 13.1, 13.1.A., and 13.1.B. of the Franchise Agreement are hereby modified such that the monthly WNAP contribution payable by Franchisee for sales after the Restaurant opens and during the first full 36 calendar months thereafter will be reduced by 3.5% compared to the systemwide standard contribution obligation. This means that: (a) for sales of the Restaurant after the Restaurant opens and during the first full 36 calendar months thereafter the total 4% Advertising Contribution will be allocated such that (i) Franchisee will not be required to make a

contribution to WNAP, and (ii) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. Upon the expiration of the foregoing 36-month period, the allocation of the total 4% Advertising Contribution will revert to the then-current allocation, which as of 2023 is allocated such that (x) Franchisee shall contribute to WNAP on a monthly basis an amount equal to 3.5% of the Restaurant's previous month's Gross Sales, and (y) Franchisee shall contribute and/or spend, for the purpose of local advertising and promotion, on a monthly basis, an amount equal to 0.5% of the Restaurant's previous month's Gross Sales. However, for the avoidance of doubt, this distribution and the amounts required to be contributed to WNAP and to local advertising and promotion may be affected by a systemwide vote as described in the Franchise Agreement.

The balance of Sections 5.3, 13.1, 13.1.A., and 13.1.B. remain unchanged as set forth in the Franchise Agreement.

4. Capitalized terms used but not defined herein shall have the meanings given to them in the Franchise Agreement.

5. This Addendum sets forth the entire understanding between the parties concerning the subject matter hereof and incorporates all prior negotiations and understandings. Except as specifically set forth herein, all other terms and conditions of the Franchise Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Addendum is effective as of the date it is executed by Franchisor.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

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

EXHIBIT PAGE
DO NOT SIGN HERE

Legal Dept._____

(Signatures continued on next page)

EXHIBIT C-4

(Signatures continued from previous page)

FRANCHISEE:

_____

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

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually
Date: _____

_____
_____, Individually
Date: _____

EXHIBIT PAGE
DO NOT SIGN HERE

GUARANTOR:

_____
_____, Individually
Date: _____

EXHIBIT D

CONFIDENTIAL

RELATIONSHIP AGREEMENT

This Relationship Agreement (this "**Agreement**"), dated as of _____, 202___ (the "**Effective Date**"), is made by and among QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company ("**Franchisor**"), _____, a _____ ("_____"), _____, an individual ("_____"), _____, an individual ("_____"), and _____, an individual ("_____" and, together with _____, _____ and _____, the "**Franchise Group**"). Franchisor and the Franchise Group are collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS**, the Franchise Group, independently or together or with Affiliates (as defined in Section 1.01), is a party to approximately _____ (____) existing franchise agreements with* Franchisor*, pursuant to which the Franchise Group, independently or together or with Affiliates, directly or indirectly owns and operates approximately _____ (____) "Wendy's" or "Wendy's Old Fashioned Hamburgers" restaurants (collectively, the **"Existing Restaurants");

WHEREAS, one or more members of the Franchise Group or their respective Affiliates is also party to that certain asset purchase agreement dated as of _____, 202___ by and between _____ ("**Seller**"), and _____, a _____ ("_____"), pursuant to which _____ has agreed to acquire from Seller (such acquisition, the "**Proposed Transaction**") certain assets used in the operation of _____ (____) existing "Wendy's" or "Wendy's Old Fashioned Hamburgers" restaurants (the "**Proposed Transferred Restaurants**") currently owned and operated by Seller;

WHEREAS, the Franchise Group has requested that Franchisor consent to the Proposed Transaction and enter into franchising relationships with _____ in respect of the Proposed Transferred Restaurants;

WHEREAS, also in connection with the Proposed Transaction, Franchisor, _____, and the Franchise Group will enter into a Development Agreement (the "**Development Agreement**") providing for the development of _____ (____) additional "Wendy's" or "Wendy's Old Fashioned Hamburgers" restaurants upon the terms and conditions set forth therein (the "**Development Restaurants**");

WHEREAS, *in addition to the Existing Restaurants*, the Proposed Transferred Restaurants and the Development Restaurants, the Franchise Group has expressed an interest in, directly or indirectly, acquiring and/or developing, from time to time, certain additional Wendy's restaurants, which shall in each case be subject to the prior written consent or agreement of Franchisor, and the prior written waiver of Franchisor's right of first refusal if such restaurants are acquired by the Franchise Group and/or its Affiliates by way of transfer from franchisees of Franchisor; and

EXHIBIT D

WHEREAS, as an inducement to Franchisor to provide its consent to the Proposed Transaction, provide such additional consents, and/or to enter into franchising relationships with the Franchise Group and/or its Affiliates, from time to time, as determined by Franchisor in its sole discretion, (i) the Franchise Group desires to make certain commitments to Franchisor and (ii) Franchisor and the Franchise Group desire to reach agreement on certain other matters relating to *existing and* future franchising relationships between the Franchise Group and Franchisor, in each case as described herein.

NOW, THEREFORE, in consideration of the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

Section 1.01 Certain Definitions. For purposes of this Agreement, unless otherwise defined herein, capitalized terms used herein shall have the meanings set forth below:

"**Affiliate**" means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with, such first Person.

"**Capital Stock**" means capital stock or other type of equity interest in a Person or any securities convertible or redeemable into, or exercisable or exchangeable for, any capital stock or other type of equity interest in a Person.

"**Competing Business**" means any business or commercial activity (other than the ownership or operation of a System Restaurant) that both (a) is located or conducted in the Restricted Area and (b) derives (or, in the case of a newly-established business or activity, could reasonably be expected to derive) fifteen percent (15%) or more of its gross revenues in any month from the sale, individually or in the aggregate, of any of the principal or signature food products or menu offerings that now or at any time hereafter are authorized for sale at System Restaurants (including hamburgers, chicken sandwiches, flatbreads, wraps, frozen desserts and salads, but excluding branded bottled or fountain-dispensed beverage products fabricated and furnished by third parties), or any similar or related products or menu offerings, whether such business or activity is a restaurant, catering service, snack bar, concession, food court, dark kitchen, delivery-only location, or any other concern that offers food and/or beverage items at retail. Illustrative examples of businesses that would currently constitute a Competing Business for purposes of this Agreement would include, among others, the Specifically-Identified Competitive Restaurants.

"**Confidential Information**" means (a) any documents, information or data (including know-how) concerning, relating to or arising from the conduct of the Covered Business (or any component thereof) or the ownership or operation of one or more of the Covered Restaurants and (b) any documents, information or data that is, directly or indirectly, received from or made available by Franchisor or any of its Affiliates or any of its or their respective Representatives including, in the case of (a) and (b) above, any such documents, information or data relating to

marketing plans and studies, development strategies, financial plans, advertising plans, menu offerings, recipes, trade secrets, product launches, store expansion plans, product development plans and tests, profit and loss, cost structure and labor systems; provided, however, that "Confidential Information" does not include information that is or becomes generally available to the public other than as a result of a disclosure by the Franchise Group, their respective Affiliates or their respective Representatives.

"**Control**", "**Controlled**" or "**Controlling**" means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms "Controlled by" and "under common Control with" shall have correlative meanings.

"**Covered Business**" means the business of acquiring or constructing and equipping one or more Covered Restaurants, locating sources of supply, obtaining utility services, hiring and training staff, obtaining permits and approvals, establishing accounting and financial reporting systems, purchasing inventory, and opening and operating the Covered Restaurants.

"**Covered Franchise Agreement**" means any franchise or similar agreement between the Franchise Group (or any member(s) thereof) and/or any of their respective Affiliates, on the one hand, and Franchisor and/or any of its current or future Affiliates, on the other hand, pursuant to which Franchisor and/or any of its current or future Affiliates grants ***(or in the case of the Existing Restaurants, has granted)*** to Franchise Group (or any member(s) thereof) and/or any of their respective Affiliates (each, a "**Franchisee**") the rights to operate any System Restaurant, in each case together with any addendum to such franchise or similar agreement and any other contracts or agreements entered into in connection therewith.

"**Covered Persons**" means, without duplication:

(a) the members of the Franchise Group;

(b) the Franchisees;

(c) _____;

(d) _____;

(e) the president/chief executive officer/equivalent officer of _____ at any time, and from time to time, during the Term (as defined in Section 4.01);

(f) the chief financial officer/equivalent officer of _____ at any time, and from time to time, during the Term;

(g) the chief operating officer/equivalent officer of _____ at any time, and from time to time, during the Term;

(h) all Persons that, individually or collectively with their Affiliates, (i) Control any Person referenced in subsection (a) or (b) above or (ii) beneficially own, directly or indirectly, ten percent (10%) or more of any class of Capital Stock of any

Person referenced in subsection (a) or (b) above (other than any such Capital Stock held as a Passive Investment).

"**Covered Restaurant**" means any System Restaurant owned and operated, whether in whole or in part and directly or indirectly, by the Franchise Group (or any member(s) thereof) and/or any of its respective Affiliates, in each case pursuant to a Covered Franchise Agreement.

"**Governmental Authority**" means any federal, state or local government, or subdivision or instrumentality thereof, or any entity, body or authority exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any federal, state or local government, including any quasi-governmental entity established to perform such functions, in each case having jurisdiction over the Person, property or matter in question.

"**Law**" means any federal, state, local or foreign law, statute, treaty, code or ordinance, common law or any applicable rule, regulation, guidelines, standard, judgment, order, writ, injunction, ruling, decree, award or permit of any Governmental Authority.

"**Passive Investment**" means a passive investment by a Person in the Capital Stock and/or debt securities of another Person, provided that such first Person does not in any way, either directly or indirectly, (a) manage or exercise Control over such second Person or otherwise take any part in such second Person's business or (b) seek to influence the management or policies of such second Person.

"**Person**" means any natural person, corporation, partnership, joint stock company, joint venture, limited liability company, association, trust, unincorporated organization or other entity, including any Governmental Authority.

"**Proprietary Marks**" means the trademarks, service marks, trade names, logos, emblems, designs, devices and indicia of origin that were, are or hereafter become owned, used or licensed or sublicensed for use by or on behalf of Franchisor or any of its Affiliates in connection with the System Restaurants.

"**Representative**" means, as to any Person, such Person's shareholders, members, partners, directors, officers, managers, employees, agents and representatives.

"**Restricted Area**" means the United States of America (including its territories and possessions).

"**Restricted Period**" means (a) in the case of any member of the Franchise Group and any Franchisee, the Term and the period of two (2) years following the expiration of the Term and (b) in the case of any Covered Persons (other than any member of the Franchise Group and any Franchisee), the time period that such Covered Person remains a Covered Person and the period of one (1) year thereafter; provided, however, that if any member of the Franchise Group or any Franchisee or other Covered Person breaches or violates any of its covenants or agreements in Section 2.05(b), such period shall automatically be extended by the period of time during which such party is in breach or violation of its covenants or agreements in Section 2.05(b).

EXHIBIT D

"**Restricted Persons**" means any of the following: (a) the government of any country that is subject to an embargo imposed by the United States government; (b) Persons that are, or are located in or organized under the laws of any country that is, subject to an embargo imposed by the United States government; (c) individuals that ordinarily reside in any country that is subject to an embargo imposed by the United States government; (d) Persons involved in business arrangements or other transactions with any country or Person that is subject to an embargo imposed by the United States government; and (e) Persons identified from time to time by any Government Authority as a Person with whom dealings and transactions by Franchisor and/or its Affiliates are prohibited or restricted under applicable Law, including Persons designated on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) and similar restricted-party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions.

"**Specifically-Identified Competitive Restaurants**" means any of the following restaurants: Arby's, BurgerFi, Burger King, Carl's Jr., Checkers, Chick-fil-A, Church's Chicken, Culver's, Dairy Queen, Five Guys Burgers and Fries, The Habit Burger Grill, Hardee's, In-N-Out Burger, Jack-in-the-Box, Kentucky Fried Chicken (KFC), McDonald's, Panera Bread, Popeyes, Raising Cane's, Rally's, Shake Shack, Smashburger, Sonic, Steak 'n Shake, Whataburger, White Castle, and Zaxby's.

"**System Restaurants**" means any restaurants or other commercial establishments offering food and beverage items at retail that are directly or indirectly owned or operated by (a) Franchisor or any of its current or future Affiliates, (b) any other Person pursuant to or in connection with any franchise agreement or similar agreement with Franchisor or any of its current or future Affiliates or (c) any joint venture, partnership or similar arrangement in which Franchisor or any of its current or future Affiliates participates.

ARTICLE II

COVENANTS OF THE PARTIES

Section 2.01 Franchise Group.

(a) Each member of the Franchise Group hereby represents and warrants to Franchisor that, as of the Effective Date, the Franchise Group has a consolidated net worth of at least $_____. During the Term of this Agreement, the Franchise Group shall at all times maintain a consolidated net worth of not less than $_____.

(b) Each member of the Franchise Group hereby represents and warrants to Franchisor that, as of the Effective Date, no Covered Person (i) has entered a plea of guilty or nolo contendere to, or has been charged or indicted with or convicted of, a felony, (ii) has engaged in any acts of moral turpitude, dishonesty, theft or unethical business conduct, or (iii) is a Restricted Person.

(c) During the Term, each member of the Franchise Group agrees to, and agrees to cause the other Covered Persons to, adhere to the highest standards of honesty,

integrity and fair dealing in all dealings with the public and to operate the Covered Business in strict compliance with all applicable Laws. Without limiting the generality of the foregoing, during the Term, no member of the Franchise Group shall, or shall permit or allow any other Covered Person to, (i) enter a plea of guilty or nolo contendere to, or be charged or indicted with or convicted of, a felony or (ii) engage in acts of moral turpitude, dishonesty, theft or unethical business conduct. If, at any time during the Term, any member of the Franchise Group or any other Covered Person takes or becomes subject to one of the actions or conditions specified in clauses (i) or (ii) above, the Franchise Group acknowledges and agrees that such action or condition shall constitute a breach of the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements (provided that, in the case of the president/chief executive officer/equivalent officer, the chief financial officer/equivalent officer and chief operations officer/equivalent officer of _____, the Franchise Group shall have a reasonable opportunity to replace such person, in which case there shall be no violation or breach of this Section 2.01 or the Covered Franchise Agreements).

(d) Each member of the Franchise Group represents and warrants to Franchisor that, as of the Effective Date and at all times during the Term, no Covered Person, nor any officer, director or, to the Franchise Group's knowledge, employee, or funding source of any of the foregoing is or will be a Restricted Person. Further, during the Term, no member of the Franchise Group shall, or shall permit any other Covered Person to, knowingly hire, retain, employ or otherwise engage the services of (i) any Person in contravention of the U.S.A. Patriot Act or any other Law pertaining to immigration or terrorism or (ii) any other legally prohibited Person. Each member of the Franchise Group acknowledges and agrees that any breach or inaccuracy of the representations, warranties and covenants set forth in this Section 2.01(d) shall constitute a breach of the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

(e) Each member of the Franchise Group agrees to immediately notify Franchisor in writing upon the occurrence of any event of any kind that (i) would, or could reasonably be expected to, render any of the representations or warranties set forth in this Section 2.01 to be or become inaccurate or misleading or (ii) would constitute or could reasonably be expected to result in a breach or nonperformance of any of the covenants or agreements set forth in this Section 2.01.

Section 2.02 Approved Operator.

(a) Each member of the Franchise Group acknowledges and agrees that an individual designated by Franchisee and approved by Franchisor shall be required to supervise the operation of the Covered Restaurants in a designated market area ("**DMA**") throughout the entire term of the related Covered Franchise Agreements (such individuals and any replacements thereof hired pursuant to this Section 2.02(a), an "**Approved Operator**"). At all times during the Term of this Agreement, the Franchise Group shall cause such an Approved Operator to (i) be employed on a full-time basis in connection with the Covered Restaurants in his or her DMA and (ii) have the primary responsibility

and authority to control the day-to-day management and operations of each of the Covered Restaurants.

(b) If at any time during the Term, an Approved Operator (i) is no longer employed on a full-time basis in connection with any of the Covered Restaurants in his or her DMA for any reason or (ii) no longer has primary responsibility and authority to control the day-to-day management and operations of any of the Covered Restaurants (each of clauses (i) and (ii) above, an "**Approved Operator Termination**"), then the Franchise Group shall, as soon as reasonably practicable but in no event later than sixty (60) calendar days after such Approved Operator Termination, replace such Approved Operator with a similarly-qualified individual with significant managerial experience in quick-service restaurant operations to serve as a replacement Approved Operator, provided that the hiring of any such replacement Approved Operator shall be subject to Franchisor's prior written consent and approval. Any failure by the Franchise Group to replace an Approved Operator within sixty (60) days after an Approved Operator Termination shall constitute a breach of the Covered Franchise Agreements that will entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

Section 2.03 Guaranty Agreements; Confidentiality/Non-Competition Agreements.

(a) From and after the Effective Date, as requested by Franchisor from time to time, each member of the Franchise Group shall execute and deliver such guaranty agreements on Franchisor's current form as Franchisor may request pursuant to which, among other things, each member of the Franchise Group shall jointly and severally guarantee the obligations of the Franchisee under the Covered Franchise Agreements.

(b) From and after the Effective Date, as requested by Franchisor from time to time, each member of the Franchise Group shall, and shall cause any Covered Person designated by Franchisor to, execute and deliver such confidentiality/non-competition agreements on Franchisor's current form as Franchisor may request pursuant to which, among other things, such Covered Persons shall agree to be bound by the confidentiality and non-compete restrictions set forth therein.

Section 2.04 Confidentiality.

(a) Each member of the Franchise Group hereby covenants and agrees, on behalf of themselves and each other Covered Person, that, during the Term and for a period of two (2) years thereafter, each Covered Person shall, and shall cause each Permitted Disclosee (as defined below) to, (i) keep confidential the Confidential Information, and (ii) not use, duplicate or disclose, or permit the use, duplication or disclosure of, any of the Confidential Information in any manner whatsoever, other than for the sole purpose of conducting the Covered Business, provided that Confidential Information may be disclosed by such Covered Person to its Representatives who need to know such information for the sole purpose of conducting the Covered Business (each, a "**Permitted Disclosee**") if such Permitted Disclosee abides by the restrictions set forth in this Section 2.04(a). The Parties acknowledge and agree that each member of the Franchise Group shall jointly and severally be responsible for any breach of this Section

2.04(a) by any Covered Person, Permitted Disclosee or any of their respective Representatives.

(b) At all times after the Effective Date, the Franchise Group shall implement and maintain, and shall cause each other Covered Person or Permitted Disclosee to implement and maintain, appropriate firewalls and data protection and segregation arrangements to prevent the disclosure or use of any Confidential Information in violation of this Section 2.04.

(c) Each member of the Franchise Group acknowledges and agrees that any breach of this Section 2.04 shall constitute a separate breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

Section 2.05 Competing Interests.

(a) Each member of the Franchise Group hereby represents and warrants to Franchisor, as of the Effective Date, that no Covered Person, either directly or indirectly, for itself or in conjunction with any other Person or Persons, owns, maintains, advises, helps, invests in, makes loans to, operates, engages in, is employed by, has any interest in, participates in any capacity in, or is connected in any manner (by license arrangements, franchise arrangements or otherwise) with, any Competing Business.

(b) Each member of the Franchise Group specifically acknowledges that, after the Effective Date, the Covered Persons may receive valuable specialized training and/or confidential information, including information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the System Restaurants. In consideration of the foregoing, each member of the Franchise Group covenants, on behalf of themselves and the other Covered Persons, that without the prior written consent of Franchisor (which consent may be withheld for any or no reason), none of the Covered Persons shall, during the Restricted Period, either directly or indirectly, for themselves or in conjunction with any Person or Persons:

(i) divert or attempt to divert any business or customer of any System Restaurant to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System Restaurants;

(ii) own, maintain, advise, help, invest in, make loans to, lease assets or properties to, operate, engage in, be employed by, have any interest in, participate in any capacity in, or be connected in any manner (by license arrangements, franchise arrangements or otherwise) with, any Competing Business; provided, however, that nothing in this subsection (ii) shall prohibit the Covered Persons from (A) collectively owning less than two percent (2%) of any class of securities of any publicly-traded corporation conducting a Competing Business provided that such securities are held as a Passive Investment, (B) continuing to lease or sublease any assets or properties to a Competing

Business that are being so leased or subleased as of the Effective Date pursuant to an existing lease or sublease agreement;

(iii) sell, assign, transfer, lease or sublease, or otherwise grant possession of, any Covered Restaurant or other System Restaurant that is or was owned or operated (whether in whole or in part or directly or indirectly) by any Covered Person (collectively, a "**Restricted Restaurant**"), or any real estate or location on which a Restricted Restaurant is or was operated, to any Person that intends to, or could reasonably be expected to, utilize or facilitate the use of such restaurant, real estate or location to conduct a Competing Business thereat; or

(iv) solicit or attempt to solicit any officer, director or employee of Franchisor or its Affiliates with whom Franchise Group of any Covered Person had contact through the Franchisor/Franchisee relationship, excluding any restaurant level employees, without the prior written consent of Franchisor during the term of their employment or for a period of twelve (12) months thereafter. This restriction is not intended to prohibit an individual from responding to a generic job posting or advertisement.

(c) Without limiting the generality of Section 4.12, the Parties agree that (i) each of the covenants contained in this Section 2.05 shall be construed as independent of any other covenant or provision of this Agreement and (ii) if all or any portion of any such covenant is held to be unenforceable by a Governmental Authority having valid jurisdiction in a final non-appealable order or judgment to which Franchisor is a party, such Governmental Authority is hereby empowered to revise and/or reconstrue such covenant to fall within permissible legal limits rather than invalidate any such covenant in its entirety. Each member of the Franchise Group agrees to be bound by any lesser covenant subsumed within the terms of such covenants that imposes the maximum duty permitted by Law as if the resulting covenant were separately stated in and made a part of this Section 2.05.

(d) Each member of the Franchise Group acknowledges and agrees that (i) any violation of the covenants contained in Section 2.05(b)(ii) will conclusively be deemed to have involved the unauthorized use or disclosure of Confidential Information in violation of Section 2.04, and (ii) any breach of this Section 2.05 shall constitute a breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

Section 2.06 No Initial Public Offering or Other Distributions of Securities. During the Term of this Agreement, no member of the Franchise Group shall, and the Franchise Group shall cause the other Covered Persons not to, (a) (i) make a public offering or broadly disseminated general private distribution of the debt securities or Capital Stock of any Covered Person, (ii) register the debt securities or Capital Stock of any Covered Person with or otherwise become required to file reports under the securities laws of the United States or any other country or any state or political subdivision thereof or (iii) voluntarily file periodic reports under the securities laws of the United States or any other country or any state or political subdivision thereof, or (b) facilitate or assist any other Person in doing the same. Each member of the Franchise Group acknowledges and agrees that any breach of this Section 2.06 shall constitute a breach under the

EXHIBIT D

Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

ARTICLE III

OTHER AGREEMENTS AND UNDERSTANDINGS

Section 3.01 Annual Business Plans. On or before November 1 of each year during the Term, the Franchise Group shall submit to Franchisor for its approval a consolidated business plan for the Covered Business, including an operating budget (including a detailed description of funding sources), a marketing and advertising plan for the Covered Restaurants and a development plan for future Covered Restaurants (collectively, a "**Business Plan**") for the immediately-succeeding calendar year and a Business Plan for the immediately-succeeding three (3) calendar-year period. All submissions will contain such information and shall be in such format as Franchisor may require from time to time including, without limitation, a timeline for the reimaging of the interior and exterior of all Covered Restaurants in accordance with Franchisor's then-current reimaging design plans, specifications, and standards. Franchisor agrees that it will not disclose the contents of the Business Plan to any third parties without the consent of the Franchise Group.

Section 3.02 Brand Initiatives.

(a) Each member of the Franchise Group acknowledges that it supports Franchisor's current brand positioning and related brand-building initiatives and agrees that, in its and the other Covered Persons' operation of the Covered Restaurants following the Effective Date, the Franchise Group and other Covered Persons shall align with Franchisor in such matters and shall act in a manner consistent with such initiatives and future brand-building initiatives, including with respect to (i) participation in The Wendy's National Advertising Program, Inc., and (ii) membership in the Quality Supply Chain Co-op, Inc. and/or any local advertising cooperatives, to the extent applicable.

(b) Without limiting the generality of Section 3.02(a), each member of the Franchise Group agrees that it will align and cooperate with Franchisor and act in a manner consistent with Franchisor's initiatives and requests, which in each case Franchisor agrees to use its reasonable business judgment when implementing, with respect to such items as (i) reimaging the Covered Restaurants, (ii) technology, (iii) a customer loyalty program, (iv) participation in market tests or other tests that Franchisor may from time to time wish to conduct at the Covered Restaurants, (v) sharing, or providing access to, financial, transactional, operational, test market and other data as Franchisor may request with respect to the Covered Business, (vi) the potential consolidation of local advertising agencies used by local advertising cooperatives for System Restaurants throughout the United States, or transfer of local advertising spend to national, (vii) support and execution of the national menu, and (viii) participation in brand-recommended marketing initiatives and promotions, including brand-recommended pricing; provided that, notwithstanding this Section 3.02(b)(viii), the Franchise Group retain their right (subject to the Franchise Group's obligations under the Covered Franchise Agreements) to modify their pricing on any of the Franchisor's marketing initiatives or promotions if (a) the Franchise Group has reasonably cooperated

in implementing the Franchisor's marketing initiatives and requests at the brand-recommended pricing, and (b) the Franchise Group has determined, after consultation with Franchisor, that continued participation with such marketing initiatives and promotions at the brand-recommended pricing may have an adverse effect on the Franchise Group.

Section 3.03 Actions Requiring Franchisor's Approval. In addition to any actions requiring the consent or approval of Franchisor under any of the Covered Franchise Agreements, any proposed sale/leaseback transaction affecting any of the Covered Restaurants, and/or any debt restructuring transaction affecting the Covered Business, must be submitted to Franchisor for its written consent and approval prior to commencement of such transaction, which consent and approval shall not be unreasonably withheld.

Section 3.04 Other Business Interests.

(a) Each member of the Franchise Group represents, warrants, and agrees that the Covered Businesses is, and will at all times be, operated separately from the operation of any other business owned or operated by one or more members of the Franchise Group or any their respective Affiliates ("**Other Business**") such that: (i) the ownership of any Other Business will be held by one or more legal entities that are separate from the legal entity or entities owning the Covered Business (subject to their common ownership by one or more members of the Franchise Group); (ii) none of the assets of the Covered Business or Capital Stock of a Franchisee or any of its Affiliates will serve as collateral or security for any loan or other financing arrangement associated with any Other Business and vice versa; (iii) the day-to-day operation of the Other Business will be conducted by Persons separate from the Persons responsible for the day-to-day operation of the Covered Business (subject to certain shared services for the businesses); and (iv) the Franchise Group shall implement and maintain appropriate policies and procedures to prevent any Confidential Information from being disclosed to or used by any Persons responsible for the day-to-day operation of any Other Business in violation of Section 2.04 of this Agreement.

(b) [Representations, Warranties, and Indemnity. The Franchise Group hereby represents and warrants to Franchisor that (i) any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee do not constitute a default under or result in any breach or violation of any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their respective Affiliates with respect to any Other Business, and (ii) and, as of the date of the Effective Date, no member of the Franchise Group or any of their respective Affiliates has received a written notice from the franchisor or licensor of any Other Business or any other party on behalf of the franchisor or licensor of any Other Business asserting that any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee constitutes a default under, or will result in a breach or violation of, any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their

respective Affiliates with respect to any Other Business. The Franchise Group hereby agree to jointly and severally indemnify, defend, and hold harmless Franchisor and its Affiliates from and against any and all claims made by the franchisor or licensor of any Other Business arising out of a default under or a breach or violation of any franchise, license, or similar agreement entered into by one or more members of the Franchise Group or any of their respective Affiliates with respect to any Other Business as a result of any member of the Franchise Group's or any of their respective Affiliates' consummation of the Proposed Transaction or the subsequent ownership and operation of the Proposed Transferred Restaurants and future System Restaurants by a Franchisee.]

(c) Each member of the Franchise Group acknowledges and agrees that any breach of Section 3.04(a) *[or Section 3.04(b)]* of this Agreement shall constitute a separate breach under the Covered Franchise Agreements that shall entitle Franchisor or its applicable Affiliates to terminate any or all of such Covered Franchise Agreements.

Section 3.05 Leverage Limitations. On the Effective Date and at all times during the Term, the Franchise Group shall meet and maintain the following financial requirements in respect of the Covered Business:

(a) a fixed charge coverage ratio ("**FCCR**") ≥ 1.1; and

(b) a lease adjusted leverage ratio ("**LALR**") ≤ [*5.75x/6.00x*].

For purposes of this Agreement, FCCR and LALR will be calculated as set forth in Franchisor's Global Transaction Policy dated March 1, 2022, as may be amended from time-to-time during the Term by Franchisor provided any such amendments apply consistently to all franchisees of System Restaurants in the U.S.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 Duration; Termination. This Agreement shall commence on the Effective Date and continue in full force until the expiration or termination of all Covered Franchise Agreements, including all extensions or renewals thereof (the "**Term**"); provided, however, that notwithstanding the expiration of the Term, any obligations under this Agreement, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect until they are satisfied in full or by their nature expire, including, without limitation, the non-compete provisions.

Section 4.02 Conflicts. The agreements, covenants, conditions and restrictions (including any approval or consent requirements) set forth herein supersede and replace any agreements, covenants, conditions and restrictions addressing or related to the same subject matter contained in any of the Covered Franchise Agreements, the Development Agreement, or any other related ancillary agreements. For the avoidance of doubt, in the event of a conflict between the terms of this Agreement and any of the Covered Franchise Agreements, the

Development Agreement, or any other related ancillary agreements, the terms of this Agreement shall control.

Section 4.03 Governing Law. This Agreement and all transactions contemplated hereby, and all claims and defenses arising out of or relating to any such transaction or this Agreement or the formation, breach, termination or validity of any part of this Agreement, shall in all respects be governed by, and construed in accordance with, the Laws of the State of Ohio without giving effect to any conflicts of Law principles of such state that would apply the Laws of another jurisdiction.

Section 4.04 Disputes.

(a) Subject to Section 4.05 and Franchisor's right to terminate as provided in this Agreement, Franchisor and the Franchise Group agree to meet and attempt to resolve in good faith any controversy, dispute or claims that may arise among them out of or related to this Agreement or any of the agreements, commitments or restrictions contemplated hereby.

(b) If any such dispute is not resolved within sixty (60) days of one Party providing written notice, then Franchisor and the Franchise Group agree that such dispute shall be subject to non-binding mediation administered by the American Arbitration Association under its Commercial Mediation Procedures. Such nonbinding mediation shall be conducted in Franklin County in the State of Ohio. If such dispute is still not resolved within ninety (90) days of any Party commencing nonbinding mediation, such dispute shall be subject to the exclusive jurisdiction of any federal or state courts located in Franklin County in the State of Ohio.

(c) In furtherance of the foregoing, each Party to this Agreement hereby irrevocably and unconditionally: (i) submits itself and its property to the exclusive jurisdiction of any federal or state court sitting in Franklin County in the State of Ohio in any action directly or indirectly arising out of or relating to this Agreement, the transactions contemplated by this Agreement, or the formation, breach, termination or validity of this Agreement and agrees that, except as otherwise provided in Section 4.04(b) or Section 4.05, all claims in respect of any such action shall be heard and determined solely in such court; (ii) consents that any such action shall be brought in such court and waives any objection that it may now or hereafter have to the venue or jurisdiction of any such action in such court or that such court is an inconvenient forum for the action and agrees not to assert, plead or claim the same; (iii) agrees that the final judgment of such court shall be enforceable in any court having jurisdiction over the relevant Party or any of its assets; (iv) agrees that service of process in any such action may be effected by mailing a copy of such process by registered or certified mail (or any substantially-similar form of mail), postage prepaid, to such Party at its address as provided in Section 4.10; and (v) agrees that nothing in this Agreement shall affect the right to effect service of process in any other manner permitted by the applicable rules of procedure. For the avoidance of doubt, nothing in this Section 4.04(c) is intended to modify the obligations of the Parties under Section 4.04(a) or Section 4.04(b).

(d) EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY HERETO UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY HERETO MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION 4.04(D). ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 4.05 Injunctive Relief. Each member of the Franchise Group acknowledges on behalf of itself and each of its Affiliates that any violation of the covenants and agreements of the Franchise Group in Article II of this Agreement (including but not limited to Section 2.05) would result in irreparable injury to Franchisor for which no adequate remedy at law may be available. Accordingly, each of the Parties agrees that, without the necessity of posting bonds or other undertaking, Franchisor, as an alternative or supplement to nonbinding mediation pursuant to Section 4.04, shall be entitled to obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against breach or threatened breach of any of the covenants and agreements in Article II of this Agreement and to enforce specifically the terms and provisions of Article II, in addition to any other remedy to which Franchisor is entitled at law or in equity. The Parties further agree that (a) by seeking any remedy provided for in this Section 4.05, Franchisor shall not in any respect waive its right to seek any other form of relief that may be available to it under this Agreement and (b) nothing contained in this Section 4.05 shall require Franchisor to institute any action for (or limit Franchisor's right to institute any action for) injunction or specific performance under this Section 4.05 before exercising any other right under this Agreement.

Section 4.06 Attorneys' Fees. The prevailing Party in any dispute between or among the Parties shall be entitled to recover from the non-prevailing Party or Parties its reasonable attorneys' fees and costs, including the costs of enforcement of any award, and costs of any action to enforce or interpret this Agreement, whether or not for injunctive relief.

Section 4.07 Written Consent.

(a) Whenever this Agreement requires Franchisor's prior approval or consent, the Franchise Group shall make a timely written request to Franchisor. In order to be effective hereunder, all such approvals or consents granted by Franchisor must (a) be in

writing and signed by an authorized officer of Franchisor and (b) expressly reference this Agreement and the specific Section or subsection of this Agreement pursuant to which such approval or consent is being issued.

(b) For the avoidance of doubt, nothing herein shall be deemed to constitute an approval by or consent from Franchisor or any of its Affiliates of any particular acquisition or development transaction by the Franchise Group and/or its Affiliates, including the Proposed Transaction. Any such approval or consent by Franchisor shall be effective only when given in writing and executed by an authorized officer of Franchisor.

Section 4.08 No Warranties. Each member of the Franchise Group hereby acknowledges and agrees that neither Franchisor nor any of its Affiliates or any of their respective Representatives makes any representations or warranties of any kind or nature whatsoever, oral or written, express or implied, in connection with this Agreement, any of the transactions contemplated hereby, the Proposed Transaction or any other System Restaurants that may hereafter be acquired or developed, directly or indirectly or in whole or in part, by any member of the Franchise Group or any of their respective Affiliates, upon which any member of the Franchise Group has relied or will rely. Without limiting the generality of the foregoing, each member of the Franchise Group acknowledges and agrees that, by providing any waiver, approval or consent hereunder or in connection with this Agreement, Franchisor and its Affiliates are not making any representation, warranty or guaranty with respect to the subject matter of such waiver, approval or consent, and assume no liability or obligation to any member of the Franchise Group or any of its Affiliates or Representatives in connection therewith.

Section 4.09 Non-Waiver. No delay, waiver, omission, or forbearance on the part of Franchisor to exercise any right, option, duty, or power arising out of any breach or default by the Franchise Group (or any member(s) thereof) under any of the terms, provisions, covenants, or conditions of this Agreement shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against the Franchise Group (or any member(s) thereof), or as to subsequent breach or default by the Franchise Group (or any member(s) thereof). Subsequent acceptance by Franchisor of any payments owed to it shall not be deemed to be a waiver by Franchisor of any preceding breach by the Franchise Group (or any member(s) thereof) of any terms, provisions, covenants, or conditions of this Agreement.

Section 4.10 Notices. All notices, requests, demands and other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, (b) one (1) business day after deposit with an overnight courier service for next-day delivery, with service prepaid, or (c) actual delivery if transmitted by email during normal business hours (8:00 a.m. - 5:00 p.m., local time) for the recipient with receipt confirmed, provided that the same notice is also deposited on the same day with an overnight courier for next-day delivery, with service prepaid, in each case as follows (or at such other address for a Party as shall be specified by like notice to the other Parties):

If to Franchisor, to:

Quality Is Our Recipe, LLC
One Dave Thomas Blvd.
Dublin, OH 43017
Attention: Chief Legal Officer
Email: franchise.legal@wendys.com

If to the Franchise Group, to:

_____
_____
_____
Attention: _____
Email: _____

Section 4.11 Entire Agreement. This Agreement, together with the Covered Franchise Agreements, the Development Agreement, and any other related ancillary agreements, constitutes the entire, full, and complete agreement among the Parties concerning the subject matter of this Agreement and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, representations, warranties, conditions or understandings, either oral or written, among the Parties or their respective Affiliates relating to the subject matter of this Agreement, other than those set forth herein or in the Covered Franchise Agreement, the Development Agreement, or any other related ancillary agreements. No amendment, change, or variance from this Agreement shall be binding on any Party unless set forth in a written instrument executed by each of the Parties.

Section 4.12 Severability. Except as expressly provided to the contrary herein, each Section, paragraph, term and condition of this Agreement shall be considered severable and if, for any reason, any provision of this Agreement is held to be invalid or contrary to, or in conflict with, any applicable present or future Law in a final, non-appealable ruling issued by any Government Authority with competent jurisdiction in a proceeding to which Franchisor is a party ("**Unenforceable Provision**"), that ruling shall not impair the operation of, or have any other effect upon, other terms and conditions of this Agreement, which shall continue to be given full force and effect and bind the Parties. Notwithstanding the foregoing, in the event that the severance of an Unenforceable Provision shall materially and adversely affect Franchisor's rights under this Agreement, then Franchisor shall have the right to terminate this Agreement upon thirty (30) days' notice in writing to the Franchise Group; provided, however, that if the Parties are able to agree upon alternative enforceable provisions that will have the same practical effect as the Unenforceable Provision during such 30-day period, the new provision shall be incorporated in this Agreement and Franchisor's notice seeking to terminate this Agreement under the provisions of this Section 4.12 by reason of that particular event shall be deemed rescinded and of no further force and effect.

Section 4.13 No Benefit to Third Parties. Except as expressly provided to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

EXHIBIT D

Section 4.14 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender or the neuter shall be held to include the other gender or the neuter as the context requires; (b) references to the terms Article, Section or subsection are references to the Articles, Sections or subsections of this Agreement unless otherwise specified; (c) the word "including" and words of similar import shall mean "including without limitation," unless otherwise specified; (d) the word "or" shall not be exclusive; (e) the words "herein," "hereof," "hereunder" or "hereby" and similar terms are to be deemed to refer to this Agreement as a whole and not to any specific Section; (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted; (g) if a word or phrase is defined, the other grammatical forms of such word or phrase have a corresponding meaning; (h) the headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement; (i) references to any statute, listing rule, rule, standard, regulation or other Law include a reference to (A) the corresponding rules and regulations and (B) each of them as amended, modified, supplemented, consolidated, replaced or rewritten from time to time; (j) references to any section of any statute, listing rule, rule, standard, regulation or other Law include any successor to such section; (k) references to any Person include such Person's predecessors or successors, whether by merger, consolidation, amalgamation, reorganization or otherwise; (l) references to any contract (including this Agreement) are to the contract as amended, modified, supplemented or replaced from time to time, unless otherwise stated; (m) each representation, warranty, covenant, agreement and condition contained in this Agreement and in each of the other agreements, documents and instruments contemplated hereby will be deemed to have independent significance; and (n) the provisions of this Agreement shall be interpreted by Franchisor in a commercially reasonable manner.

Section 4.15 Joint and Several Obligations. The liability and obligations of each member of the Franchise Group hereunder (including any such liability resulting from a breach of any covenants or agreements contained herein by any Covered Person) shall be joint and several with each of the other members of the Franchise Group.

Section 4.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument. Electronic and facsimile signatures, including scanned signatures or the use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, will be considered as binding and conclusive as if original; provided, however, that upon request of any other party hereto, the party so executing must use all commercially reasonable efforts to furnish to such other party the manually executed version of this Agreement at the earliest opportunity.

Section 4.17 Public Announcements. None of the Parties shall issue any press release or other public statement relating to this Agreement without the prior written approval of the other Parties, except for any public statement required under applicable Law. With respect to any such public statement required by applicable Law, each Party shall provide the other Party a reasonable opportunity to review and comment upon any such statement prior to its issuance. Notwithstanding the foregoing, the Franchise Group acknowledges and agrees that Franchisor

may issue one or more press releases or other public statements relating to the consummation of the Proposed Transaction without the prior written approval of the Franchise Group.

Section 4.18 Disclosure of Agreement. The Parties shall keep confidential and not disclose to any third person the existence or any terms of this Agreement or information with respect to the transactions contemplated by this Agreement that are not generally known to the public. Notwithstanding the foregoing, the Parties shall be permitted to disclose such information: (a) to the extent required under applicable Law (including reporting requirements applicable to public companies or franchisors), (b) to any Person on a "need to know" basis whose assistance is required to consummate the transactions described in this Agreement, provided that the disclosing Party advises such Person of the confidential nature of such information and uses commercially reasonable efforts to cause such Person to maintain the confidentiality of such information, (c) to the extent necessary or reasonably appropriate in connection with the enforcement of any right or remedy relating to this Agreement, and (d) in compliance with Section 4.17.

Section 4.19 Successors and Assigns; Restrictions on Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors in interest and permitted assigns. Franchisor may, without the consent of the other Parties, assign this Agreement or any of its rights or obligations hereunder to any of its Affiliates or to any successor in interest (whether by purchase, merger, consolidation, conversion or otherwise) to all or substantially all of its business operations and/or assets. This Agreement shall not be assignable or transferable in whole or in part by the Franchise Group (or any member(s) thereof) except upon the express prior written consent of Franchisor. No such assignment by the Franchise Group (or any member(s) thereof) shall relieve such Party of any of its obligations hereunder, except as provided herein. Any attempted assignment or transfer by the Franchise Group (or any member(s) thereof) in contravention of this Section 4.19 shall be null and void.

[*Remainder of page intentionally blank*]

EXHIBIT D

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Agreement to be duly executed as of the Effective Date.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By:_____
Name:
Title:

By:_____
Name:
Title:

Legal Dept._____

FRANCHISE GROUP:

_____

By:_____
Name:
Title:

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually

_____
_____, Individually

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually

EXHIBIT E

NEW BUILD MINIMUM REQUIREMENTS[1] | US

EXTERIOR DESIGN[2]

- Dedicated delivery driver pickup parking stalls with bollards and pavement markings @ front of building near walk-up window
- Dedicated mobile order pickup parking stalls with bollards and pavement markings on entrance side of building
- PUW pull-ahead parking stall
- Main entrance and customer parking located on side of building per civil guideline drawings and site planning guide
- Approved site signage, pylon or monument
- Approved Static menu board, Order Confirmation Display (OCD) & pre-sell board[3]
- Landscaping to meet local P&Z requirements - see civil guideline drawings and site planning guide
- Wood-look main entrance doors
- Approved exterior cladding/finish options per guideline drawings
- Single pickup window
- Pull-ahead crew door and delivery aggregator walk-up window @ front of building
- Sculptural 'W' feature and building canopy
- Wall lights, LED tape/rope downlights @ canopy and high soffit
- Current building signage (per guidelines)

AVAILABLE EXTERIOR UPGRADES*

- **Order station canopy (optional snow melt)
- **Pickup window canopy with clearance bar[3]
- **Covered patio, chairs, tables, trash receptacle, railing, audio, and landscape buffer
- Covered patio optional radiant heaters and/or fans and/or mist system
- Lot directional signage
- Flagpole with flag (Country flag only)
- Enclosed vestibule for delivery pickup window (40-seat only)
- Uncovered patio, chairs, tables, umbrellas/stands, trash receptacle railing, and LS buffer
- Alternate building finishes (requires Wendy's Design Team approval)
- Y-lane drive-thru (requires site plan approval, including additional drive-thru elements and technology equipment)

INTERIOR DESIGN[2]

- Global Next Gen furniture and fixture package
- Global Next Gen floor and wall finish package
- Global Next Gen kitchen equipment package
- Global Next Gen art package
- Global Next Gen lighting package
- GC constructed POS/Pickup counter with integrated mobile-order pickup shelving
- Separation of order/pay from pickup
- Static backlit menu boards
- Self-serve Coca-Cola Freestyle (CCFS) in dining room with approved above-unit ice maker and chase
- CCFS at the PUW[3]
- Family restrooms with baby changing stations[6]
- Hands-free fixtures in public restrooms (toilets, faucets, paper towel dispensers)
- Open manager's area with desk and equipment
- Crew desk + lockers
- Operations tablet

AVAILABLE INTERIOR UPGRADES*

- **HVAC design utilizing Gridpoint, Energybox or similar controls features
- Pellet ice maker and chase (FoH & BoH ice makers must match)
- Hand dryers in the restrooms[2]
- Window shades on all or select windows based on building orientation
- Training TV at crew desk/area

TECHNOLOGY[3,4,5]

- (3) POS, Front Runner Screen + Expo Printer
- Min. (2) Self-Order Kiosks (CTSO) w/ ledge, and (1) Expo printer
- (5) Kitchen Video Screen (KVS) System
- (1) Hand Held POS (HHPOS) @ front counter (once available for system rollout)[3]
- (1) Prep Label Printer
- Required payment systems for POS and CTSO
- Approved audio system + content provider
- Managed network service provider and customer Wi-Fi

AVAILABLE TECHNOLOGY UPGRADES*

- (2) Hand-Held POS (HHPOS) for drive-thru (available in US only)
- **Interior digital menu boards, (3) landscape oriented
- Drive-thru digital menu boards, (3) portrait menu boards and (1) portrait pre-sell board

DESIGN SUBMITTALS[2]

The Franchisee must provide site-adapt drawings for both the site layout and the building design for review and approval by Wendy's Design Implementation team PRIOR to submittal of drawings to the local authority having jurisdiction. Comments provided as a condition of approval or request for revision by Wendy's Design Implementation team must be addressed and incorporated into the final design drawings and buildout. Franchisees are requried to hire qualified, licensed architects and engineers to create a set of construction documents that comply with all jurisdictional and accessibility requirements utilizing Wendy's current Guideline Drawings. Current Guideline Drawings are available on Wendy's Development Resource Library[8].

PEOPLE/STAFFING[7]

There are a variety of optional resources and tools available on the new *Employment Promises* page of WeConnect that can help you ensure you have a team that is ready for when the doors open! Visit: ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** to check it out! Take the opportunity to ensure that restaurant management and crew training or retraining is completed, and that your labor plans are designed for anticipated staffing needs for your location. Check out Wendy's Labor Guides, available at: ***https://wendysportal.sharepoint.com/ourwendysbusiness/operations/pages/labor-guide.aspx***, for more information. Access our Franchisee Crew Forecasting Tool at: ***https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/U.S. Franchisee Crew Forecasting Tool.xlsx***

FOOTNOTES

1. Scrape & Rebuild and Gut & Rebuild project scopes will require a Facility Assessment Report (FAR) for the location and may require additional remediation work as set forth in the FAR.
2. Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with all requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.
3. Non-Traditional restaurants without a drive-thru do not need to purchase drive-thru specific equipment including headsets.
4. All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.
5. Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.
6. Unless the local AHJ requires Mens & Womens Restroom designations, Family Restroom designation & signage required.
7. These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** for more details.
8. Wendy's Guideline Drawings are templates only. It is the responsiblity of the Architect of record, Engineer(s) of record, or other licensed professional(s) of record to adapt or update the template files based on all existing site specific conditions and all applicable federal, state, local, and other jurisdictional laws and codes. These templates are not intended in any way to ensure compliance with existing site specific conditions and/or applicable laws and codes. Any such representation or responsibility is specifically discalimed by Wendy's.

** Select upgrades are highly recommended.
* Available upgrades may not be reflected in the Guideline Set. Upgrades may require Architect to modify construction documents and/or franchisee to submit for permit.

©2023 Quality Is Our Recipe, LLC. This document is proprietary & confidential. Its use is strictly limited to the Wendy's Company, Quality Is Our Recipe, LLC, and its affiliates and subsidiaries, authorized employees, agents and franchisees and their design professionals. All designs are subject to change.

issued March 17th, 2023 (Revision 1)

EXHIBIT F

REMODEL MINIMUM REQUIREMENTS[1]

This document is NOT an all-inclusive list; refer to guideline drawings & tools for additional details.

REIMAGE 2.0
JUNE 2022

EXTERIOR DESIGN [2]

NOTE: If there are significant site changes, Site plan approval from the Site Engineering Team is required prior to submitting for jurisdictional review or going to permit.

Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.

- Exterior Brand Package [6]
  - Full Blade Wall
  - Corrugated Metal with Silver Bands
  - If Existing, (2) Pick-up Windows (PUW) to remain
  - Wood-look Wall Tile
  - Framing Window
  - Building Lighting (refer to Guideline Set)
- Current Brand Signage
  - Replace Building Signs
  - QIOR Sign (internally illuminated)
  - Reface Site Signs (pylon/monument)
  - Reface/Remove Directional Signs
  - Reface/Remove "Express Window" Sign
  - Reface/Replace Bollard Sleeves, Entry Door Panels, or any other Retired Logo Elements
- Rotating Menu board, Freestanding Order Confirmation Display (OCD) & Rotating Pre-sell Board [3]
- Update Landscaping
- Dark Bronze or Champagne Storefront Finish

AVAILABLE EXTERIOR UPGRADES*

- Full Blade Wall
- **Order Station Canopy (optional snow melt) [3]
- Patio Furniture with Railing, Red Umbrellas & Trash Receptacle
- **New PUW Awning (standard or fabric) [3]
- Flagpole with Flag (U.S. or Canada)
- Update Finish Around PUW(s) [3]
- Expanded 6ft. PUW (Modern buildings only) [3]
- Raised PUW Blade [3]
- **Modify Solarium/Side-Car Roof to Dark Bronze Standing Seam
- Remove/Replace Solarium or Side Cars
- Cover Storefront with Clip-on Dark Bronze Finish (optional alternate - electrostatic paint)
- Y-lane Drive-Thru (requires site plan approval, as well as additional drive-thru elements & technology equipment) [3]

INTERIOR DESIGN [2]

Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.

- UM Bright Seating Package

NOTE: No Fireplace & existing TVs to be removed

- UM Bright Condiment/Drink Station, Trash Receptacles and POS/Pick-Up Counter
- Update Dining Room Wall Finishes
- New Floor: Ceramic Concrete-Look Floor Tile
- Counterclockwise Queue
- Remove Serpentine
- Separation of Order/Pay from Pick-Up
- New Counter Top (modify back of counter to support separation of Order & Pay from Pick-up)
- Front Counter Ice Bin Retrofit Kit for Premium Beverages
- New Backlit Merchandising
  - Menu Boards
  - (2) Queue Boards
  - Promotional Board (formerly RHR)
- Coca-Cola Freestyle® at the PUW [3 9]
- Coca-Cola Freestyle® in Dining Room with Approved Above-Unit Ice Maker & Chase
- UM Bright Art Pack (restaurant décor)
- UM Bright Pendant Lighting
- Replace Ceiling Tiles
- Baby Changing Stations in Public Restrooms
- Update Restroom Finishes & Equipment
- Hands-Free Fixtures & Hands-Free Towel Dispensers in Public Areas

AVAILABLE INTERIOR UPGRADES*

- Ice/Water Dispenser
- Pellet Ice Maker and Chase
- Hand Dryers in the Restrooms [2]
- Digital Merchandising [4]
- Window Shades

TECHNOLOGY [4 5]

TECHNOLOGY [4 5]	SUPPLIER	INSTALLATION
Image Building: 4 POS, 1 Front Runner Screen, and 4 Kitchen Video Systems (KVS) Modern Building: 4 POS, 1 Front Runner Screen, and 5 Kitchen Video Systems (KVS) NOTE: Additional POS required for any restaurant with a Y-lane	POS Software – Aloha POS Hardware – NCR/ Panasonic KVS Hardware – NCR	Dumac/Bailiwick/ Level 10 ONLY (QST in Canada)
Payment: WePayment (P2PE), 2 Counter PEDs; 2 PUW PEDs [3] Associated hardware: POE switch, bracket, small form factor PC PUW timer & PUW Headsets (minimum of 8) [3]	Ingenico Various – associated hardware	Dumac/Bailiwick (Both can order all PEDs, hardware, provide services to configure and install) Level 10/Dumac/Bailiwick
Music: Commercial Free. If hardware in place, content shall be "Pandora Personalized Music at Wendy's"	Mood Media	Self/Mood Media/Dumac/ Bailiwick/Level 10
Managed Network Service Provider & Consumer Wi-Fi	TrustWave/Nurarx/ AT&T (Wi-Fi)	Dumac/Bailiwick
AVAILABLE TECHNOLOGY UPGRADES	SUPPLIER	INSTALLATION
**1 Customer Order Pick-up Screen (COPS)	NCR/Other	Dumac/Bailiwick/Level 10
2 Self-Order Kiosks (CTSO), 1 COPS required with CTSO	CTSO - Elo COPS - NCR/Other	Dumac/Bailiwick/Level 10
Digital Merchandising: Menu Boards, (2) Queue Boards & Promotional Board (formerly RHR)	Software – Scala Hardware – NEC Displays/ IEI Players	Dumac/Bailiwick/Level 10 ONLY
Sound System: Approved Speaker System (Bose/Klipsch), White	Mood Media	Self/Mood Media/Dumac/ Bailiwick/Level 10

PEOPLE/STAFFING [8]

It can be a great opportunity when reimaging your restaurant to evaluate staffing, capability and culture in your restaurant. There are a variety of optional resources and tools available on the new Employment Promises page of WeConnect that can help you ensure you have a team that is ready for when the doors reopen! Visit ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** to check it out! You should also take the opportunity to ensure that restaurant management and crew training is completed (retraining is recommended), and that your labor plans are designed for anticipated staffing needs for your IA location. Check out the Labor Guide, available at ***https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsm***, for more information.

FOOTNOTES

** Select upgrades are highly recommended.
* Available upgrades may not be reflected in the Guideline Set. Upgrades may require Architect to modify construction documents and/or franchisee to submit for permit.

1. All Reimage Programs require completion of certain work set forth in a Facility Assessment Report (FAR) for Restaurant.
2. Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with the requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.
3. Non-Traditional restaurants without a drive-thru do not need to purchase headsets or Drive-Thru specific equipment.
4. All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.
5. Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.
6. Existing Curve or Tower exterior design refer to "Reimage 2.0 Design Guide"
7. Not used.
8. These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** for more details.
9. Required in the U.S. and Canada.

©2022 Quality Is Our Recipe, LLC. This document is proprietary & confidential. Its use is strictly limited to The Wendy's Company, Quality Is Our Recipe, LLC, and its affiliates and subsidiaries, authorized employees, agents and franchisees and their design professionals. All designs are subject to change.

EXHIBIT G

REFRESH MINIMUM REQUIREMENTS[1]

This document is NOT an all-inclusive list; refer to guideline drawings & tools for additional details.

REIMAGE 2.0
JUNE 2022

EXTERIOR DESIGN [2]

NOTE: If there are significant site changes,
Site plan approval from the Site Engineering Team is required prior to submitting for jurisdictional review or going to permit.

Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.

- Exterior Brand Package [6]
  - Flag Blade Wall
  - Corrugated Metal with Silver Bands
  - If Existing, (2) Pick-up Windows (PUW) to remain
  - Wood-look Wall Tile
  - Building Lighting (refer to Guideline Set)
- Current Brand Signage
  - Replace Building Signs
  - QIOR Sign (internally illuminated)
  - Reface Site Signs (pylon/monument)
  - Reface/Remove Directional Signs
  - Reface/Remove "Express Window" Sign
  - Reface/Replace Bollard Sleeves, Entry Door Panels, or any other Retired Logo Elements
- Rotating Menu board, Freestanding Order Confirmation Display (OCD) & Rotating Pre-sell Board [3]
- Update Landscaping
- Dark Bronze or Champagne Storefront Finish

AVAILABLE EXTERIOR UPGRADES*

- Full Blade Wall
- **Order Station Canopy (optional snow melt) [3]
- Patio Furniture with Railing, Red Umbrellas & Trash Receptacle
- **New PUW Awning (standard or fabric) [3]
- Flagpole with Flag (U.S. or Canada)
- Update Finish Around PUW(s) [3]
- Expanded 6ft. PUW (Modern buildings only) [3]
- Raised PUW Blade [3]
- ** Modify Solarium/Side-Car Roof to Dark Bronze Standing Seam
- Remove/Replace Solarium or Side Cars
- Cover Storefront with Clip-on Dark Bronze Finish (optional alternate - electrostatic paint)
- Alternate Blade Lighting (refer to Guideline Set)
- Y-lane Drive-Thru (requires site plan approval, as well as additional drive-thru elements & technology equipment) [3]

INTERIOR DESIGN [2]

Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.

- UM Bright Seating Package

NOTE: No Fireplace & existing TVs to be removed

- UM Bright Condiment/Drink Station & Trash Receptacles
- Update Dining Room Wall Finishes
- New Floor: Ceramic Concrete-Look Floor Tile
- Counterclockwise Queue
- Remove Serpentine
- Separation of Order/Pay from Pick-Up
- New Counter Top (modify back of counter to support separation of Order & Pay from Pick-up)
- Front Counter Ice Bin Retrofit Kit for Premium Beverages
- New Backlit Merchandising
  - Menu Boards
  - (2) Queue Boards
  - Promotional Board (formerly RHR)
- Coca-Cola Freestyle® at the PUW [3 9]
- Coca-Cola Freestyle® in Dining Room with Approved Above-Unit Ice Maker & Chase
- UM Bright Art Pack (restaurant décor)
- UM Bright Pendant Lighting
- Replace Ceiling Tiles
- Baby Changing Stations in Public Restrooms
- Update Restroom Finishes & Equipment
- Hands-Free Fixtures & Hands-Free Towel Dispensers in Public Areas

AVAILABLE INTERIOR UPGRADES*

- Ice/Water Dispenser
- Pellet Ice Maker and Chase
- Hand Dryers in the Restrooms [2]
- Digital Merchandising [4]
- Window Shades

TECHNOLOGY [4 5]

TECHNOLOGY [4 5]	SUPPLIER	INSTALLATION
Image Building: 4 POS, 1 Front Runner Screen, and 4 Kitchen Video Systems (KVS) Modern Building: 4 POS, 1 Front Runner Screen, and 5 Kitchen Video Systems (KVS) NOTE: Additional POS required for any restaurant with a Y-lane	POS Software – Aloha POS Hardware – NCR/ Panasonic KVS Hardware – NCR	Dumac/Bailiwick/ Level 10 ONLY (QST in Canada)
Payment: WePayment (P2PE), 2 Counter PEDs; 2 PUW PEDs [3] Associated hardware: POE switch, bracket, small form factor PC PUW timer & PUW Headsets (minimum of 8) [3]	Ingenico Various – associated hardware	Dumac/Bailiwick/Level 10 (All can order PEDs, hardware, provide services to configure and install)
Music: Commercial Free. If hardware in place, content shall be "Pandora Personalized Music at Wendy's"	Mood Media	Self/Mood Media/Dumac/ Bailiwick/Level 10
Managed Network Service Provider & Consumer Wi-Fi	TrustWave/Nuarx/ AT&T (Wi-Fi)	Dumac/Bailiwick/Level 10
AVAILABLE TECHNOLOGY UPGRADES	SUPPLIER	INSTALLATION
**1 Customer Order Pick-up Screen (COPS)	NCR/Other	Dumac/Bailiwick/Level 10
2 Self-Order Kiosks (CTSO), 1 COPS required with CTSO	CTSO - Elo COPS - NCR/Other	Dumac/Bailiwick/Level 10
Digital Merchandising: Menu Boards, (2) Queue Boards & Promotional Board (formerly RHR)	Software – Scala Hardware – NEC Displays/ IEI Players	Level 10/Dumac/Bailiwick ONLY
Sound System: Approved Speaker System (Bose/Klipsch), White	Mood Media	Self/Mood Media/Dumac/ Bailiwick/Level 10

PEOPLE/STAFFING [8]

It can be a great opportunity when reimaging your restaurant to evaluate staffing, capability and culture in your restaurant. There are a variety of optional resources and tools available on the new Employment Promises page of WeConnect that can help you ensure you have a team that is ready for when the doors reopen! Visit ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** to check it out! You should also take the opportunity to ensure that restaurant management and crew training is completed (retraining is recommended), and that your labor plans are designed for anticipated staffing needs for your IA location. Check out the Labor Guide, available at ***https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsm***, for more information.

FOOTNOTES

** Select upgrades are highly recommended.
* Available upgrades may not be reflected in the Guideline Set. Upgrades may require Architect to modify construction documents and/or franchisee to submit for permit.

1. All Reimage Programs require completion of certain work set forth in a Facility Assessment Report (FAR) for Restaurant.
2. Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with the requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.
3. Non-Traditional restaurants without a drive-thru do not need to purchase headsets or Drive-Thru specific equipment.
4. All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.
5. Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.
6. Existing Curve or Tower exterior design refer to "Reimage 2.0 Design Guide"
7. Not used.
8. These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** for more details.
9. Required in the U.S. and Canada.

©2022 Quality Is Our Recipe, LLC. This document is proprietary & confidential. Its use is strictly limited to The Wendy's Company, Quality Is Our Recipe, LLC, and its affiliates and subsidiaries, authorized employees, agents and franchisees and their design professionals. All designs are subject to change.

EXHIBIT H

REFRESH LITE[10] MINIMUM REQUIREMENTS[1]

REIMAGE 2.0
JUNE 2022

This document is NOT an all-inclusive list; refer to guideline drawings & tools for additional details.

EXTERIOR DESIGN [2]

NOTE: If there are significant site changes, Site plan approval from the Site Engineering Team is required prior to submitting for jurisdictional review or going to permit.

Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.

- Exterior Brand Package [6]
  - Front: Corrugated Metal & Silver Bands
  - Sides: Paint Existing Series II & Silver Trim
  - If Existing, (2) Pick-up Windows (PUW) to remain
  - Building Lighting (refer to Guideline Set)
- Current Brand Signage
  - Replace Building Signs
  - Reface Site Signs (pylon/monument)
  - Reface/Remove Directional Signs
  - Reface/Remove "Express Window" Sign
  - Reface/Replace Bollard Sleeves, Entry Door Panels, or any other Retired Logo Elements
- Rotating Menu board, Freestanding Order Confirmation Display (OCD) & Rotating Pre-sell Board [3]
- Update Landscaping
- Dark Bronze or Champagne Storefront Finish

AVAILABLE EXTERIOR UPGRADES*

- Flag Blade
- QIOR Sign (internally illuminated)
- Wood-Look Wall Tile
- **Order Station Canopy (optional snow melt) [3]
- Patio Furniture with Railing, Red Umbrellas & Trash Receptacle
- **New PUW Awning (standard or fabric) [3]
- Flagpole with Flag (U.S. or Canada)
- Update Finish Around PUW(s) [3]
- Expanded 6ft. PUW (Modern buildings only) [3]
- Raised PUW Blade [3]
- **Modify Solarium/Side-Car Roof to Dark Bronze Standing Seam
- Remove/Replace Solarium or Side Cars
- Cover Storefront with Clip-on Dark Bronze Finish (optional alternate - electrostatic paint)
- Y-lane Drive-Thru (requires site plan approval, as well as additional drive-thru elements & technology equipment) [3]

INTERIOR DESIGN [2]

Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.

- UM Bright Seating Package (refer to plans; like for like replacement)

NOTE: No Fireplace & existing TVs to be removed

- UM Bright Condiment/Drink Station & Trash Receptacles
- Update Dining Room Wall Finishes
- New Floor: Ceramic Concrete-Look Floor Tile and/or Carpet (like for like replacement)
- Counterclockwise Queue
- Remove Serpentine
- Separation of Order/Pay from Pick-Up
- New Counter Top (modify back of counter to support separation of Order & Pay from Pick-up)
- Front Counter Ice Bin Retrofit Kit for Premium Beverages
- New Backlit Merchandising
  - Menu Boards
  - (2) Queue Boards
  - Promotional Board (formerly RHR)
- Coca-Cola Freestyle® at the PUW [3 9]
- Coca-Cola Freestyle® in Dining Room with Approved Above-Unit Ice Maker & Chase
- UM Bright Art Pack (restaurant décor)
- UM Bright Pendant Lighting (like for like replacement)
- Baby Changing Stations in Public Restrooms
- Update Restroom Finishes & Equipment
- Hands-Free Fixtures & Hands-Free Towel Dispensers in Public Areas

AVAILABLE INTERIOR UPGRADES*

- **All Concrete-Look Floor Tile (remove all carpet)
- Ice/Water Dispenser
- Pellet Ice Maker and Chase
- Hand Dryers in the Restrooms [2]
- Digital Merchandising [4]
- Window Shades
- Upgraded seating layout including addition of W-Table

TECHNOLOGY [4 5]

TECHNOLOGY [4 5]	SUPPLIER	INSTALLATION
Image Building: 4 POS, 1 Front Runner Screen, and 4 Kitchen Video Systems (KVS) Modern Building: 4 POS, 1 Front Runner Screen, and 5 Kitchen Video Systems (KVS) NOTE: Additional POS required for any restaurant with a Y-lane	POS Software – Aloha POS Hardware – NCR/ Panasonic KVS Hardware – NCR	Dumac/Bailiwick/Level 10 ONLY (QST in Canada)
Payment: WePayment (P2PE), 2 Counter PEDs; 2 PUW PEDs [3] Associated hardware: POE switch, bracket, small form factor PC PUW timer & PUW Headsets (minimum of 8) [3]	Ingenico Various – associated hardware	Dumac/Bailiwick/Level 10 (All can order PEDs, hardware, provide services to configure and install)
Music: Commercial Free. If hardware in place, content shall be "Pandora Personalized Music at Wendy's"	Mood Media	Self/Mood Media/Dumac/ Bailiwick/Level 10
Managed Network Service Provider & Consumer Wi-Fi	TrustWave/Nuarx/ AT&T (Wi-Fi)	Dumac/Bailiwick/Level 10
AVAILABLE TECHNOLOGY UPGRADES	SUPPLIER	INSTALLATION
**1 Customer Order Pick-up Screen (COPS)	NCR/Other	Dumac/Bailiwick/Level 10
2 Self-Order Kiosks (CTSO), 1 COPS required with CTSO	CTSO - Elo COPS - NCR/Other	Dumac/Bailiwick/Level 10
Digital Merchandising: Menu Boards, (2) Queue Boards & Promotional Board (formerly RHR)	Software – Scala Hardware – NEC Displays/ IEI Players	Level 10/Dumac/Bailiwick ONLY
Sound System: Approved Speaker System (Bose/Klipsch), White	Mood Media	Self/Mood Media/Dumac/ Bailiwick/Level 10

PEOPLE/STAFFING [8]

It can be a great opportunity when reimaging your restaurant to evaluate staffing, capability and culture in your restaurant. There are a variety of optional resources and tools available on the new Employment Promises page of WeConnect that can help you ensure you have a team that is ready for when the doors reopen! Visit ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** to check it out! You should also take the opportunity to ensure that restaurant management and crew training is completed (retraining is recommended), and that your labor plans are designed for anticipated staffing needs for your IA location. Check out the Labor Guide, available at ***https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsm***, for more information.

FOOTNOTES

** Select upgrades are highly recommended.
* Available upgrades may not be reflected in the Refresh or Refresh Lite Guideline Set. Upgrades may require Architect to modify construction documents based on New Build or Remodel Guideline Sets and/or franchisee to submit for permit.

1. All Reimage Programs require completion of certain work set forth in a Facility Assessment Report (FAR) for Restaurant.
2. Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with the requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.
3. Non-Traditional restaurants without a drive-thru do not need to purchase headsets or Drive-Thru specific equipment.
4. All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.
5. Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.
6. Existing Curve or Tower exterior design refer to "Reimage 2.0 Design Guide"
7. Not used.
8. These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** for more details.
9. Required in the U.S. and Canada.

©2022 Quality Is Our Recipe, LLC. This document is proprietary & confidential. Its use is strictly limited to The Wendy's Company, Quality Is Our Recipe, LLC, and its affiliates and subsidiaries, authorized employees, agents and franchisees and their design professionals. All designs are subject to change.

EXHIBIT I

MID-TERM LITE TOUCH[10] MINIMUM REQUIREMENTS[1]

REIMAGE 2.0
JUNE 2022

This document is NOT an all-inclusive list; refer to guideline drawings & tools for additional details.

EXTERIOR DESIGN [2]

NOTE: If there are significant site changes,
Site plan approval from the Site Engineering Team is required prior to submitting for jurisdictional review or going to permit.

Design package approval from the Design Team is required prior to bidding out the proposed work or submitting for jurisdictional review or going to permit.

- Current Brand Signage [6]
  - Replace Building Signs
  - Reface Site Signs (pylon/monument)
  - Reface/Remove Directional Signs
  - Reface/Remove "Express Window" Sign
  - Reface/Replace Bollard Sleeves, Entry Door Panels, or any other Retired Logo Elements

AVAILABLE EXTERIOR UPGRADES*

- Patio Furniture with Railing, Red Umbrellas & Trash Receptacle
- Flagpole with Flag (U.S. or Canada)
- Y-lane Drive-Thru (requires site plan approval, as well as additional drive-thru elements & technology equipment) [3]
- Enhanced exterior trade dress

INTERIOR DESIGN [2]

Design package approval from the Design Team is required prior to submitting for jurisdictional review or going to permit.

- Global 2.0 Seating Package
- Removal of existing fireplace and TV
- Global 2.0 Condiment/Drink Station & Trash Receptacles
- Update Dining Room Wall and Ceiling Finishes [7]
- New Floor: Ceramic Concrete-Look Floor Tile [7]
- Separation of Order/Pay from Pick-Up
- New Counter Top and Fascia Finishes
- Coca-Cola Freestyle® at the PUW (if not already existing) [3 9]
- Coca-Cola Freestyle® in Dining Room with Approved Above-Unit Ice Maker & Chase (if not already existing)
- Global 2.0 Art Pack (restaurant décor)
- Global 2.0 Pendant Lighting
- Update Restroom Finishes [7]

AVAILABLE INTERIOR UPGRADES*

- **All Concrete-Look Floor Tile
- Hand Dryers in the Restrooms [2]
- Digital Merchandising [4]
- Window Shades
- LED General Light Fixtures in FoH
- Update Restroom Equipment
- Baby Changing Stations in Public Restrooms
- Hands-Free Fixtures & Hands-Free Towel Dispensers in Public Areas

TECHNOLOGY REQUIREMENTS [4 5] (IF NOT EXISTING)

TECHNOLOGY REQUIREMENTS [4 5] (IF NOT EXISTING)	SUPPLIER	INSTALLATION
Image Building: 4 POS, 1 Front Runner Screen, and 4 Kitchen Video Systems (KVS) Modern Building: 4 POS, 1 Front Runner Screen, and 5 Kitchen Video Systems (KVS) NOTE: Additional POS required for any restaurant with a Y-lane	POS Software – Aloha POS Hardware – NCR/ Panasonic KVS Hardware – NCR	Dumac/Bailiwick/Level 10 ONLY (QST in Canada)
Payment: WePayment (P2PE), 2 Counter PEDs; 2 PUW PEDs [3] Associated hardware: POE switch, bracket, small form factor PC PUW timer & PUW Headsets (minimum of 8) [3]	Ingenico Various – associated hardware	Dumac/Bailiwick/Level 10 (All can order PEDs, hardware, provide services to configure and install)
Music: Commercial Free. If hardware in place, content shall be "Pandora Personalized Music at Wendy's"	Mood Media	Self/Mood Media/Dumac/ Bailiwick/Level 10
Managed Network Service Provider & Consumer Wi-Fi	TrustWave/Nuarx/ AT&T (Wi-Fi)	Dumac/Bailiwick/Level 10
AVAILABLE TECHNOLOGY UPGRADES	SUPPLIER	INSTALLATION
**1 Customer Order Pick-up Screen (COPS)	NCR/Other	Dumac/Bailiwick/Level 10
2 Self-Order Kiosks (CTSO), 1 COPS required with CTSO	CTSO - Elo COPS - NCR/Other	Dumac/Bailiwick/Level 10
Digital Merchandising: Menu Boards, (2) Queue Boards & Promotional Board (formerly RHR)	Software – Scala Hardware – NEC Displays/ IEI Players	Level 10/Dumac/Bailiwick ONLY
Sound System: Approved Speaker System (Bose/Klipsch), White	Mood Media	Self/Mood Media/Dumac/ Bailiwick/Level 10

PEOPLE/STAFFING [8]

It can be a great opportunity when reimaging your restaurant to evaluate staffing, capability and culture in your restaurant. There are a variety of optional resources and tools available on the new Employment Promises page of WeConnect that can help you ensure you have a team that is ready for when the doors reopen! Visit ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** to check it out! You should also take the opportunity to ensure that restaurant management and crew training is completed (retraining is recommended), and that your labor plans are designed for anticipated staffing needs for your IA location. Check out the Labor Guide, available at ***https://wendysportal.sharepoint.com/ourwendysbusiness/operations/Documents/WendysLaborGuide.xlsm***, for more information.

FOOTNOTES

** Select upgrades are highly recommended.
* Available upgrades may not be reflected in the Refresh or Refresh Lite Guideline Set. Upgrades may require Architect to modify construction documents based on New Build or Remodel Guideline Sets and/or franchisee to submit for permit.

1. All Reimage Programs require completion of certain work set forth in a Facility Assessment Report (FAR) for Restaurant.
2. Franchisees are solely responsible for ensuring that the design and completed construction/alteration of their restaurants comply with the requirements of all applicable federal, state, provincial, or local laws, codes, and regulations, including those of the Americans with Disabilities Act (the "ADA") and all state, provincial, or local accessibility laws and requirements. These minimum requirements and any plans, designs, layouts, or prototypes furnished by Quality Is Our Recipe, LLC, Wendy's International, LLC, Wendy's Restaurants of Canada, Inc., or any of their respective affiliates will not address the requirements of any federal, state, provincial, or local law, code, or regulation, including the ADA or any state, provincial, or local accessibility law or requirement; and any representation in regard to such law, code, regulation, or requirement is specifically disclaimed.
3. A Non-Traditional restaurant without a drive-thru do not need to purchase headsets or Drive-Thru specific equipment.
4. All cabling for required and optional technology must use Wendy's approved hardware/software solution and must be installed by Wendy's approved certified vendors.
5. Detailed information and pricing for required and optional technology can be found in Buyer's Guides on WeConnect.
6. Applicable to any restaurants that do not have current Wendy's logo standard signage package.
7. Refer to Mid-Term Lite Touch Design Guide for approved/compliant existing finishes that may remain.
8. These resources are provided on an optional basis. Franchisees are solely responsible for developing and utilizing their own guidelines, making their own hiring, firing, and disciplinary decisions, and managing their day-to-day employment process and procedures independent of Wendy's and in compliance with all applicable laws, rules or regulations. See ***https://wendysportal.sharepoint.com/hr/Pages/Employment-Promises.aspx*** for more details.
9. The Mid-Term Lite Touch Refresh scope is required for restaurants that were previously Image Activated starting in 2011, and have reached (or are approaching) the mid-term of the Franchisee agreement.

©2022 Quality Is Our Recipe, LLC. This document is proprietary & confidential. Its use is strictly limited to The Wendy's Company, Quality Is Our Recipe, LLC, and its affiliates and subsidiaries, authorized employees, agents and franchisees and their design professionals. All designs are subject to change.

EXHIBIT J

RENEWAL AGREEMENT

This RENEWAL AGREEMENT is entered into by and between _____ (collectively referred to herein as the **"Franchisee"**), _____ *(hereinafter **"Guarantor")*** and QUALITY IS OUR RECIPE, LLC (**"Franchisor"**).

WHEREAS, Franchisor or Franchisor's predecessor in interest as franchisor, Wendy's International, LLC (**"WIL"**), Franchisee *and Guarantor* are parties to a franchise agreement dated _____, for the Wendy's Old Fashioned Hamburgers Restaurant located at _____ (the **"Restaurant"**); and

WHEREAS, the franchise agreement referenced above and any and all amendments and modifications thereto are hereinafter collectively referred to as the **"Initial Franchise Agreement"**; and

WHEREAS, WIL's interests as franchisor under the Initial Franchise Agreement, if any, have been assigned to Franchisor; and

[IF IMAGE ACTIVATION RENEWAL PROGRAM APPLIES: *WHEREAS, Franchisee has participated in Franchisor's Image Activation Renewal Program (the **"Image Activation Renewal Program")** and recently completed the rebuilding or remodeling of the Restaurant with an approved Image Activation building design;*

WHEREAS, as part of the Image Activation Renewal Program, Franchisee has qualified for, and requested, a renewal of the Initial Franchise Agreement for a 20[25]-year term upon payment of the standard renewal fee of $12,500; and]

[IF STANDARD RENEWAL: *WHEREAS, the Initial Franchise Agreement will expire on _____, and the parties desire to renew and extend the franchise rights and allow for the continued operation of the Restaurant for the renewal term subject to the terms and conditions of this Renewal Agreement; and]*

WHEREAS, to effect the renewal of the Initial Franchise Agreement, Franchisee must concurrently herewith execute a new Unit Franchise Agreement in the form attached to Franchisor's current Franchise Disclosure Document and incorporated herein by reference (the **"New Franchise Agreement"**), so that the New Franchise Agreement will govern all of the rights, title and interests of Franchisee in the franchise and licensed rights for the Restaurant and will replace the Initial Franchise Agreement, all subject to the terms and conditions of this Renewal Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties, intending to be legally bound, mutually agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Franchisee agrees to execute the New Franchise Agreement for the Restaurant concurrently herewith. The Initial Franchise Agreement is hereby superseded and replaced in its entirety the New Franchise Agreement which is incorporated herein by reference and which shall govern the parties' relationship. Upon the execution of this

Renewal Agreement and the New Franchise Agreement, the Initial Franchise Agreement shall be of no further force or effect except as may be provided herein.

3. Franchisee *and Guarantor* agree to pay contemporaneously with the execution of this Renewal Agreement and the New Franchise Agreement, a non-refundable renewal fee of $12,500.

4. Franchisee *and Guarantor* shall execute the General Release of All Claims attached hereto as *Exhibit A* contemporaneously with the execution of this Renewal Agreement and the New Franchise Agreement. Franchisee *and Guarantor* further agree that if the General Release of All Claims is returned to Franchisor undated, the effective date of this Renewal Agreement shall be the effective date of the General Release of All Claims.

5. Franchisee warrants and represents that upon the execution of this Renewal Agreement and the New Franchise Agreement, Franchisee is in compliance with all provisions of the Initial Franchise Agreement. Notwithstanding the replacement of the Initial Franchise Agreement with the New Franchise Agreement as described in Paragraph 1 herein, Franchisee agrees to be and to remain jointly and severally liable for any and all obligations of "Franchisee or Franchise Owner", as defined in the Initial Franchise Agreement (as applicable), which obligations arose or accrued up to the effective date of this Renewal Agreement. Franchisee agrees to also perform all unperformed and partially performed terms and conditions of the Initial Franchise Agreement which were to be performed up to the effective date of this Renewal Agreement, including, without limitation, the payment of all obligations owing to Franchisor, its subsidiaries and affiliates, and the resolution of any and all local advertising obligations. Franchisee agrees that Franchisee's failure to comply with the Initial Franchise Agreement shall constitute a default of the New Franchise Agreement and this Renewal Agreement.

6. Franchisee warrants, represents and agrees that Franchisee has completed all remodeling and/or Facility Evaluation ("FE") work pursuant to the most recent FE provided by Franchisor, as applicable, and fulfilled all other conditions required by Franchisor in connection with this renewal, including, without limitation, compliance with technology software/hardware equipment purchase/installation requirements, which includes installation of Wendy's required electronic point of sale system operating with Aloha Software supplied by NCR Corporation ("**Aloha POS**").

7. Franchisee acknowledges and agrees that Franchisee has no competitive interests which may violate the noncompetition provisions of the New Franchise Agreement or the Initial Franchise Agreement. Franchisee acknowledges and agrees that any and all competitive interests (whether currently owned or subsequently acquired) shall be subject to the terms of the noncompetition provisions of the New Franchise Agreement.

8. Franchisee acknowledges and agrees that currently there are no operating companies or other entities except Franchisee which are responsible for the operation or management of the Restaurant, and all employment and business arrangements related to the Restaurant (including supplier and other contracts) have been entered into with the Franchisee directly.

9. ***[PARA 9 FOR REIMAGE PROGRAM:*** *Unless otherwise agreed, Section 2.1 of the New Franchise Agreement shall set the New Franchise Agreement's expiration date to take place [choose one: 25 years [for scrape and rebuild & gut and rebuild] or 20 years [for Refresh or standard remodel]] from the date of the Restaurant's re-opening after completion of its remodel or rebuild under the Image Activation Renewal Program.]*

10. Franchisor hereby waives the applicability of Section 3.2 of the New Franchise Agreement in connection with this Restaurant. Notwithstanding the foregoing, upon the expiration of any lease for the Restaurant, Franchisee agrees to notify Franchisor in writing at least sixty (60) days prior to such expiration and agrees to use its best efforts to negotiate with the applicable lessor so as to comply with the provisions of Section 3.2 at that time. Franchisor also reserves the right to require Franchisee to demonstrate to Franchisor's satisfaction that Franchisee has the right to possession of the Approved Location through the term of the New Franchise Agreement.

11. Franchisee acknowledges and agrees that except as otherwise provided herein, the activities of any business entity which is named as a Franchisee are currently and shall remain confined to operating Wendy's or Wendy's Old Fashioned Hamburgers Restaurants.

12. It is acknowledged that the Restaurant was constructed and opened prior to the commencement of the New Franchise Agreement, and to the extent the terms of Section 3 of that agreement relate to the initial construction and opening of the Restaurant, they are hereby waived. If, however, Franchisee pursues any additional construction or improvements at the Restaurant during the term of the New Franchise Agreement, then the terms of Section 3 of the New Franchise Agreement shall be applicable.

13. Notwithstanding anything to the contrary contained in the New Franchise Agreement, Franchisee *and Guarantor* acknowledge and agree that they must comply with Franchisor's initiatives and requests related to reimaging the Restaurant in accordance with Franchisor's then-current reimaging design plans, specifications, and standards, including without limitation that Franchisee shall perform the "Mid-Term Upgrade", as defined in Section 6.10 of the New Franchise Agreement not more often than once every ten years from the last date of reimaging of the Restaurant in accordance with Franchisor's standards. Franchisee *and Guarantor* further acknowledge and agree that their failure to complete all required work fully and timely and implement all required components associated with Franchisor's then-current reimaging design plans, specifications, and standards will constitute a material default under the New Franchise Agreement.

14. [OPTIONAL IF GUARANTOR: Guarantor hereby warrants, represents and agrees that Guarantor is in compliance with all provisions of the Initial Franchise Agreement and this Renewal Agreement as of the date of Guarantor's execution hereof. Guarantor hereby agrees to comply with and to guarantee all obligations of Franchisee under this Renewal Agreement and the New Franchise Agreement, as evidenced by Guarantor's execution of the Guaranty in the form attached as Exhibit B to the New Franchise Agreement, and which is incorporated herein by reference, which Guaranty shall be executed by Guarantor contemporaneously herewith.]

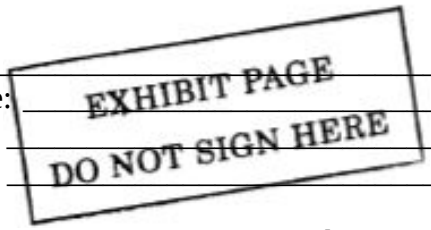
15. This Renewal Agreement and the documents and conditions referred to herein constitute the entire, full and complete agreement between the parties concerning the subject matter hereof and supersede all prior agreements, no other representations having induced Franchisee to execute this Renewal Agreement. The terms of this Renewal Agreement modify the New Franchise Agreement and are hereby incorporated therein. All other provisions of the New Franchise Agreement remain in full force and effect. Any breach of the terms or conditions of this Renewal Agreement shall constitute a material default under the New Franchise Agreement. All references herein to the singular shall be deemed to include the plural where the context so requires.

16. Delivery of a signature by facsimile or electronic transmission of this Renewal Agreement will constitute a valid and binding execution and delivery of this Renewal Agreement, and such copy will constitute an enforceable original document. This Renewal Agreement may be executed through the use of electronic signature, which Franchisee acknowledges is a lawful means of obtaining signatures. Franchisee agrees that an electronic signature is the legal equivalent of a manual signature on this Renewal Agreement. Franchisee further agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes Franchisee's signature, acceptance and agreement as if actually signed by Franchisee in writing.

IN WITNESS WHEREOF, this Renewal Agreement is effective as of the date it is executed by Quality Is Our Recipe, LLC.

FRANCHISOR:
QUALITY IS OUR RECIPE, LLC

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

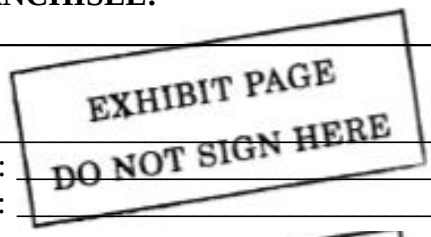


Legal Dept._____

FRANCHISEE:

_____

By:_____
Title:_____
Date:_____



_____
_____, Individually
Date:_____

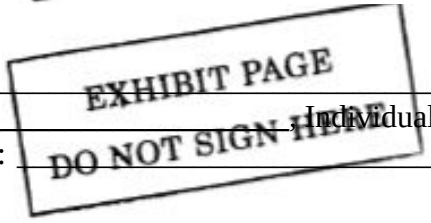
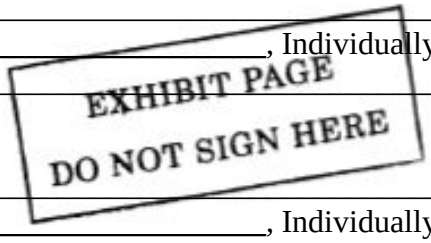


EXHIBIT J

_____
_____, Individually
Date: _____



_____
_____, Individually
Date: _____

[Agreed to and accepted:

GUARANTOR

_____
_____ *Individually*
Date: _____

_____
_____*, Individually*
Date: _____*]*

EXHIBIT K

AGENTS FOR SERVICE OF PROCESS

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

CALIFORNIA Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 Toll free: (866) 275-2677	**NEW YORK** New York Secretary of State New York State Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol, Fifth Floor Bismarck, ND 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation – Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02902 (401) 462-9500
INDIANA Indiana Secretary of State Franchise Division 201 Statehouse 200 West Washington Street Indianapolis, IN 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 Saint Paul Place Baltimore, MD 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission Division of Securities and Retail Financing 1300 East Main Street, 9th Floor Richmond, VA 23219-3630 (804) 371-9051
MICHIGAN Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, MI 48909 (517) 373-7117	**WASHINGTON** Director of Department of Financial Institutions Securities Division - 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	**WISCONSIN** Commissioner of Securities 345 West Washington Avenue Madison, WI 53703 (608) 261-9555

EXHIBIT L

Preliminary Letter Agreement

Dear Applicant:

Based upon the interest which you have expressed in the possibility of obtaining a Wendy's Old Fashioned Hamburgers Restaurant franchise, and in order to allow both you and Franchisor to evaluate one another, the following is hereby acknowledged and agreed between us:

1. *TRAINING REQUIREMENTS*

The undersigned applicant (hereinafter referred to as "Applicant") agrees to undergo such preliminary training as Quality Is Our Recipe, LLC ("Franchisor"), in its sole discretion, deems appropriate. Such training shall include general in-store operational experience, as well as classroom/online training specifically designed for franchise applicants. Applicant understands that at any time whatsoever, either Franchisor or Applicant may terminate such training for any reason without any further obligation by either party. Applicant realizes that up to an estimated 12-16 weeks is anticipated for such training (depending upon the level of previous quick-service restaurant experience, Wendy's experience, the overall background of the Applicant, as well as other relevant factors).

2. *DISCLAIMERS*

Applicant understands and acknowledges that a site which is acceptable to Franchisor and Applicant must be determined and that no promises or final commitments have been made by Franchisor as of this date regarding any specific site, its availability or acceptability. Franchisor will work with Applicant during the training process in an effort to reach some understanding concerning possible sites. Notwithstanding those discussions, Applicant understands that no commitment concerning a site shall exist until and unless a Unit Franchise Agreement is executed by both parties for a specific site.

Applicant understands and acknowledges that there are no assurances, promises or guarantees that Applicant will be approved by Franchisor as a franchisee or that any approved site selected by Franchisor will be successful. Applicant understands that he or she must conduct his or her own evaluation of the site and assume all risk associated with the profitability of any location.

Franchisor makes no representations or statements of actual, average, projected or forecasted sales, profits or earnings, with respect to any existing or future Wendy's Restaurants (except to provide historical information from the books and records of Franchisor in the case of the sale of a company-owned restaurant). Neither Franchisor's sales personnel nor any employee or officer of Wendy's is authorized to make any claims or statements as to the earnings, sales, profits or chances of success that any franchisee can expect or that present or past franchisees have had. Applicant agrees that, to the maximum extent permitted under applicable law, Franchisor will not be bound by or

liable for any unauthorized representations as to earnings, sales, profits or chances of success.

3. *APPLICATION FEE*

Applicant shall deliver to Franchisor upon the execution and timely return of this Preliminary Letter Agreement, an application fee of Five Thousand Dollars ($5,000.00), which application fee shall be deemed fully earned by Franchisor upon its receipt, and is not refundable.

4. *INDEPENDENT CONTRACTOR*

Applicant shall be an independent contractor during the training period and thereby legally and financially responsible for the conduct of Applicant, any agents, employees or representatives.

5. *CONFIDENTIALITY*

Applicant acknowledges that the Wendy's System is a technologically-advanced program of accounting, management and business operations and systems that would, if used by other persons or entities, give such persons or entities a substantial competitive advantage which is presently enjoyed by Franchisor. Whether or not Applicant is approved by Franchisor, Applicant agrees to hold in confidence the Wendy's System and all parts thereof and shall not disclose them to any person or entity. Applicant shall not, without Franchisor's prior written consent, disclose, use or permit the use of the Wendy's System or any part thereof, and shall treat as confidential and as the sole property of Franchisor all trade secrets, manuals, materials or any other information, knowledge, and know-how designated for use in the Wendy's System and not generally known in the restaurant business.

6. *DOCUMENT*

If, based upon the aforementioned training, Applicant is approved in writing by Franchisor, and a site can be agreed upon by both parties, Franchisor shall make available to Applicant for execution Franchisor's Unit Franchise Agreement, a copy of which is included in Franchisor's current Franchise Disclosure Document.

7. *ADVERTISING COOPERATIVE*

Applicant acknowledges that Applicant is aware of the obligation to become a member of a local advertising cooperative at such time as a Unit Franchise Agreement for a specific site is executed by Applicant and Franchisor. Applicant understands that it is his or her responsibility to investigate the structure and requirements of the cooperative and the obligations of cooperative members before executing the Unit Franchise Agreement.

Delivery of a signature by facsimile or electronic transmission of this Preliminary Letter Agreement will constitute a valid and binding execution and delivery and will constitute an

enforceable original document effective as of the date set forth below. This Preliminary Letter Agreement may be executed through the use of electronic signature, which Applicant acknowledges is a lawful means of obtaining signatures. Applicant agrees that an electronic signature is the legal equivalent of a manual signature on this Preliminary Letter Agreement. Applicant further agrees that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes Applicant's signature, acceptance and agreement as if actually signed by Applicant in writing. However, if this Preliminary Letter Agreement has been executed by electronic transmission, Applicant agrees to execute original manually signed copies (to be effective as the date set forth below), upon Wendy's request at any time.

Please execute this Preliminary Letter Agreement and return it to me along with the application fee, as soon as possible, but in any event prior to the commencement of training. Thank you for your interest.

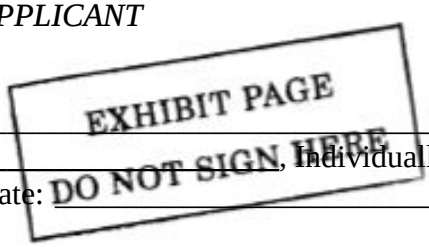
FRANCHISOR:
QUALITY IS OUR RECIPE, LLC

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

Legal Dept._____

Subject to the terms and conditions of this Preliminary Letter Agreement, which terms and conditions are acceptable to me, I desire to proceed with training.

APPLICANT



_____
_____, Individually
Date: _____

EXHIBIT M

PROJECT MANAGEMENT AGREEMENT

THIS PROJECT MANAGEMENT AGREEMENT (the "**Agreement**") is made as of the ___ day of _____, 202__ ("**Effective Date"**), by and between **QUALITY IS OUR RECIPE, LLC**, a Delaware limited liability company ("**Franchisor**"), and _____ an individual (on behalf of themselves and the to be named Franchisee, collectively, "**Franchisee**").

W I T N E S S E T H:

WHEREAS, Franchisee wishes to retain Franchisor to provide certain project management services with respect to one or more construction projects on the following terms and conditions; and

WHEREAS, the possible budget range has been disclosed within the applicable Franchise Agreement and the Franchise Disclosure Document, and Franchisee has seen and approved the Preliminary Budget Disclosure and understands that the actual resulting budget may vary and that there are no Project termination rights afforded to Franchisee in the event of any material increase in the said budget; and

WHEREAS, Franchisor agrees to provide such services on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the payment hereinafter specified to be made by Franchisee, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

SECTION I. SCOPE OF SERVICES

1.1 Basic Services. From time to time upon the request of Franchisee evidenced by the issuance of a project authorization in the form attached hereto as **Exhibit A** (a "**Project Authorization**") and incorporated herein, for the construction project at the project location enumerated thereon (the "**Project**"), and agreement by Franchisor, Franchisee hereby hires Franchisor and Franchisor hereby agrees that it shall perform the project management consultant services (the "**Services**") on the terms and conditions set forth herein. Franchisor shall perform some or all of the Services generally described in **Exhibit B**, as determined to be appropriate in Franchisor's reasonable judgment based on then-existing circumstances of the Project and evidenced by a Project Authorization. Upon issuance of a Project Authorization by Franchisee, each Project Authorization shall be deemed incorporated into and made a part of this Agreement. Franchisor shall perform the Services for each Project in accordance with the schedule set forth in the project management system for such Project (hereinafter "**Gateway**"). The issuance and execution by Franchisee and Franchisor of a Project Authorization shall constitute Franchisor's authority to proceed to provide Services with respect to the applicable Project, and Franchisor shall not be obligated or authorized to perform any Services with respect to any Project until a Project Authorization for such Project has been signed by both Franchisee and Franchisor. In the event there are any conflicts between the preprinted terms and conditions of the Project Authorization and this Agreement, the terms and conditions of this Agreement shall control.

1.2 Additional Service Providers. Franchisee and Franchisor acknowledge and agree that Franchisee may require the services of others outside of Franchisor, including, but not limited to, architects, space planners, engineers, general contractors, local legal counsel or consultants or permit expeditors, kitchen equipment suppliers, installers and/or other consultants and contractors in connection with the Project ("**Additional Service Providers**"). During the Project, Franchisor may identify the need for and/or recommend to Franchisee that it retain Additional Service Providers to assist with the Project. Franchisee agrees to retain and use only those Additional Service Providers previously approved by Franchisor or who are otherwise qualified and approved by Franchisor acting in its commercially reasonable discretion. It is expressly agreed and understood that Franchisor shall not be responsible or liable for the engagement or actions of any Additional Service Providers, and all Additional Service Providers shall be engaged directly by Franchisee and shall be compensated solely by

Franchisee. In the event Franchisee retains any Additional Service Providers to achieve Franchisee's objectives for such Projects, Franchisor shall maintain a working relationship with such Additional Service Providers in accordance with acceptable industry standards.

SECTION 2. FRANCHISOR'S DUTIES AND STATUS

2.1 Service Standards. Franchisor shall perform the Services with care, skill, and diligence, in accordance with the standards applicable generally to those performing similar services and in accordance with applicable laws, ordinances and regulations. Franchisor agrees to use good faith efforts to perform all services and obligations required under this Agreement and any other agreements entered into by Franchisee which are managed or administered by Franchisor so that each Project is completed within the time schedule as determined by the mutual agreement of Franchisor and Franchisee (with input from Franchisee's General Contractor and any Additional Service Providers) (the "**Schedule**"). The Schedule will be posted and maintained in Franchisor's proprietary project management software "**Gateway**". Franchisee agrees to cause its General Contractor and any Additional Service Providers to provide regular updates and communication with Franchisor with respect to the Schedule and with respect to all matters whatsoever with respect to the Project.

2.2 Independent Contractor. Franchisor shall assume all duties under this Agreement as an independent contractor; and in no event shall this be considered an agreement of employment, partnership or agency. Franchisee shall have no control or supervision over the particular manner or method by which Franchisor accomplishes the performance of the Services, such matters being in the exclusive charge and control of Franchisor. Franchisor shall be solely responsible for all wages and benefits owed to its employees, and Franchisee shall have no obligation with respect thereto.

2.3 Construction Manager. Franchisor shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. Franchisor shall designate an employee of it or any one of its affiliates as the construction manager (the "**Construction Manager**") for the Project, and may reassign such personnel or designate additional personnel, in Franchisor's sole discretion, and as it deems necessary, to perform the Services for the Project. The Construction Manager will provide and coordinate the defined Services through completion of the Project. Upon request, Franchisor will provide to Franchisee, or its designee, a summary of the professional qualifications of the designated Construction Manager.

SECTION 3. COMPENSATION

3.1 Project Fee. Franchisor shall be paid the fee set forth in the Project Authorization (the "**Project Fee**") for performing the Services for each Project on the terms set forth in Section 3.3 below.

3.2 Expenses. Notwithstanding the foregoing and the Project Fee set forth above, any out-of-pocket expenses (the "**Reimbursables**") incurred by Franchisor in connection with each Project, including but not limited to travel expenses, are excluded from the Project Fee for each Project and shall be reimbursed by Franchisee separately within thirty (30) days of Franchisee's receipt of an invoice for such out-of-pocket expenses. Travel expenses shall be charged and managed in accordance with Franchisor's current travel policy guidelines, as may be modified from time to time. Franchisee acknowledges that Franchisee has received Franchisor's current travel policy.

3.3 Terms of Payment. The Project Fee shall be due and payable prior to or as of the date of this Agreement. Thereafter, Franchisor may elect issue monthly or periodic invoices for any Reimbursables and/or Additional Services and/or any other amounts then due (collectively, "**Amounts Due**") under this Agreement in excess of the Project Fee. In addition to the monthly or periodic billings, upon substantial completion of the Project (the "**Turnover Date**"), Franchisor will issue an invoice for any known the Amounts Due which shall be immediately due and payable to Franchisor and paid no later than the Restaurant Open Date. Within ninety (90) days after the Turnover Date or as soon as practical thereafter, Franchisor will issue a final invoice to Franchisee

for the balance, if any, of any unpaid or remaining Amounts Due. Other than any invoice issued on the Turnover Date which may be due sooner than thirty (30) days after receipt, all invoices shall be due and payable by Franchisee to Franchisor within thirty (30) days of receipt by Franchisee of each Franchisor invoice. All other payments due from one party to the other under this Agreement shall be due and payable thirty (30) days following receipt of written demand therefor. Delinquent payments hereunder shall earn interest from the date due until paid at the lesser of: (i) the rate of one percent (1%) per month (i.e.: 12% per annum) or (ii) the maximum rate permitted by law. Franchisee shall reimburse Franchisor for attorneys' fees and other expenses reasonably incurred by Franchisor related to or arising out of the collection of any late payments.

3.4 Adjustments to Project Fee. If the scope of a Project increases beyond that contemplated in **Exhibit A** or **Exhibit B** or should the completion of a Project be delayed through no fault of Franchisor or should a change be made in a Project which does not increase the scope or duration of the Project, but which requires an increase in Franchisor personnel committed to the Project, then the Project Fee for such Project will be increased as is reasonably agreed between the parties.

3.5 Additional Services. If either party determines that any services not included in the Services described in **Exhibit B** are required in connection with a Project ("**Additional Services**"), such party shall give prompt notice to the other party. If Franchisee desires Franchisor to perform the Additional Services and Franchisor agrees, the parties shall enter into a modification to this Agreement substantially in the form of **Exhibit C** attached hereto and made a part hereof which shall provide for performance by Franchisor of the Additional Services and any increase in the Project Fee for such Project as a result thereof. In no event shall (i) Franchisor be required or authorized to perform any Additional Services, or (ii) the Project Fee for a Project be increased in connection with Additional Services, unless the parties have agreed in writing to such Additional Services and any increase in the Project Fee.

3.6 Project Budget. The CM shall prepare, or has prepared, that *Preliminary Budget Disclosure* to be provided to and executed by the Franchisee, as shown in the form of **Exhibit D** attached hereto and made a part hereof. A signed copy shall be maintained in Gateway. Franchisee acknowledges and agrees that the possible budget range has been disclosed within the Franchise Agreement and the Franchise Disclosure Document, and Franchisee has seen and approved the *Preliminary Budget Disclosure* and understands that the actual resulting budget may vary and that there are no Project termination rights afforded to Franchisee in the event of any material increase in the said budget.

SECTION 4. INDEMNIFICATION

4.1 Franchisor's Indemnity. Franchisor shall indemnify Franchisee, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders and agents of each from any and all losses, liabilities, costs and expenses, including without limitation reasonable attorney's fees, reasonable expert witness fees and court costs, arising out of claims by third parties and sustained or incurred by or asserted against Franchisee by reasons of or arising out of Franchisor's gross negligence, intentional misconduct or omissions, fraud in connection with this Agreement or any Project or Services or any material breach of this Agreement.

4.2 Franchisee's Indemnity. Franchisee shall defend (with counsel reasonably acceptable to Franchisor), indemnify and hold harmless Franchisor, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders and agents of each from and against all losses, liabilities, costs and expenses, including without limitation reasonable attorney's fees, reasonable expert witness fees and court costs incurred either as a defendant or witness and arising out of claims by third parties in connection with: (i) this Agreement, any Project or Services, to the extent such claims relate to Franchisor's duties or obligations that are within the scope of this Agreement; or (ii) any actual or alleged violation by Franchisee of any applicable laws, codes, ordinances, rules and regulations, except to the extent such claims arise out of Franchisor's gross negligence, intentional misconduct or omissions, fraud in connection with this Agreement, any Project or Services, or any material breach of this Agreement by Franchisor.

EXHIBIT M

Franchisee shall execute and deliver to Wendy's the *General Release of All Claims* in the form attached hereto and made a part hereof as **Exhibit E**.

SECTION 5. INSURANCE

5.1 Franchisor's Insurance. During the term of this Agreement, Franchisor shall carry the following insurance, at its own expense:

(a) Worker's Compensation and Employer's Liability: coverage in accordance with the statutory requirements in all states and/or provinces in which the Franchisor conducts operations and including Employer's Liability coverage with limits not less than $500,000 bodily injury, each accident or disease.

(b) Commercial General Liability Insurance: $1,000,000 each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, $1,000,000 product liability aggregate.

(c) Business Automobile Liability: $1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Franchisor.

The foregoing policies are collectively referred to as "**Franchisor's Policies**." Franchisor's Policies must be maintained with companies having an A.M. Best's rating of A- VII or better. Franchisor shall provide Franchisee with certificates of insurance evidencing Franchisor's Policies within fifteen (15) days of the execution of this Agreement.

5.2 Franchisee's Insurance. During the term of this Agreement, Franchisee shall carry such coverages types and in such minimum coverage amounts as set forth in further detail in the applicable Franchise Agreement and in the *Minimum Insurance Requirements* and insurance guidelines, as amended from time-to-time, as the same are amended from available on WeConnect, including, but not limited to, the following insurance, at its own expense:

(a) Commercial General Liability: $1,000,000 each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, $1,000,000 product liability aggregate. Coverage shall be written on an occurrence basis, on ISO form CG-00-01-04-13 or its then substantial equivalent. For claims arising out of or in any way related, directly or indirectly, to the Franchise Agreement, the Premises, its occupancy or the operation of the Restaurant, the policy shall name The Wendy's Company, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees (collectively, for purposes of reference to said policies, "**Wendy's**") as additional insureds, provide coverage on a primary basis, and not contributory with or excess over any other insurance or self-insurance available to the Wendy's, provide cross-liability coverage consistent with standard ISO form separation of insureds clause, and shall be endorsed with ISO Form CG-24-04, "Waiver of Transfer of Right of Recovery Against Others to Us," or the substantial equivalent. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. There shall be no exclusion, limitation, or endorsement in the policy, other than those standard exclusions and limitations inherent to the aforementioned ISO form, that serves to restrict or limit additional insured status, contractual liability, or products liability.

(b) Property: Special Form, All-Risk Property Insurance, on a replacement cost basis, to the full value of the Restaurant and all Franchisee improvements in or about the Premises. Coverage shall include business interruption for a period not less than 12 months from the date of any loss or damage. Franchisee may carry such insurance under a blanket policy, provided such policy includes coverage for the Restaurant and Premises equivalent to that which would be available under a separate policy.

Coverage shall include a waiver of subrogation in favor of Wendy's and shall name Wendy's an additional interest and loss payee in accordance with Wendy's interests. In addition to the foregoing: Franchisee will provide (or will cause its General Contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.

(c) Business Automobile Liability: $1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Franchisee, in any way related, directly or indirectly, to the Franchise Agreement, the Premises, or occupancy or operation of the Restaurant. Coverage shall be written on ISO Form CA-00-01, or a form providing equivalent liability coverage. The policy shall apply to "Any Auto" including without limitation all owned, non-owned, hired, rented, leased or borrowed motor vehicles and all mobile equipment used by Franchisee and shall provide cross-liability coverage as provided under standard ISO forms separation of insureds clause.

(d) Umbrella Excess Liability: $2,000,000 each occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. The policy shall recognize Wendy's, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees as additional insureds and provide coverage for the interests of Wendy's on a primary or first excess basis, and not contributory with or excess over any other insurance or self-insurance available to Wendy's. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The policy shall be in a following form or a form at least as broad as the required underlying policies.

(e) Cyber Risk: Including coverage for claims arising out of or related to (1) investigation of an actual or alleged security failure, privacy event, security breach or other related incident, including but not limited to forensic services, legal counsel and breach coaching services, breach response and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (2) business income/business interruption/extra expense; (3) digital and data asset protection and restoration; (4) network security & consumer privacy liability; (5) regulatory defense and indemnification, including fines and assessments; (6) multimedia liability; (7) cyber extortion, including but not limited to the use of ransomware or other malware to compromise Franchisee's systems; and (8) social engineering or other forms of electronic manipulation that result in covered loss. The policy shall include limits not less than $1,000,000 each claim and shall be endorsed to name Wendy's an additional insured.

(f) Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in all states and/or provinces in which the Franchisee conducts operations and including Employer's Liability coverage with limits not less than $500,000 bodily injury, each accident or disease. If Franchisee utilizes a program of self-insurance, a Certificate of Authority from the state is required, along with a policy of Excess Worker's Compensation insurance in excess of the self-insured limit and including Employer's Liability, each with limits not less than $500,000 bodily injury, each accident or disease. The policy shall provide a waiver of subrogation in favor of Wendy's. Depending on the corporate structure of your business, the Franchisee entity may not be the appropriate carrier of Worker's Compensation or Employer's Liability coverage. In this case, Franchisee may satisfy this requirement by causing it appropriate affiliated entity to carry such coverage(s).

Further with regard to each of the aforementioned insurance policies:

1. Each policy shall be underwritten by a duly licensed and admitted insurance carrier with a current minimum A.M. Best Rating of A- VIII or the substantial equivalent rating provided by Fitch, Standard & Poor's, or Moody's.

2. Franchisee shall provide Wendy's with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.

3. There shall be no deductible or self-insured retention in excess of $50,000 maintained by Franchisee with respect to any of the foregoing insurance, without Wendy's prior written approval. All deductibles, self-insurance and premiums associated with the required insurance shall be the responsibility of the Franchisee. With regard to liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, that remain within deductibles or self-insured retentions, Franchisee agrees to assume obligations that would otherwise have existed on the part of an insurer to an additional insured.

4. Franchisee shall deliver, or cause to be delivered to Franchisee, on or prior to the effective date of the Franchise Agreement and thereafter, not more than ten (10) days subsequent to the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.

When requested by Wendy's, Franchisee shall provide true and complete copies of insurance policies to Wendy's within ten (10) full business days of any such request.

Should Franchisee fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Wendy's**,** at its option, but without obligation to do so, may, upon five days' notice to Franchisee, cure such failure, and any sums so expended by Wendy's, together with Wendy's reasonable administrative expense in connection therewith, shall thereafter be due from and payable by Franchisee.

Neither the approval, disapproval or failure to act by Wendy's regarding any document reflecting insurance on behalf of Franchisee, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Franchisee of full responsibility or liability for damages and accidents as set forth herein.

5.3 Mutual Waiver. All property damage insurance policies required of each of the parties hereunder shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies; and each party waives any claims against the other party for any damage to its property.

SECTION 6. LIMITATION OF FRANCHISOR'S SERVICES

6.1 Technical Matters. Franchisor shall make recommendations to Franchisee as to experts to use in the evaluation of regulatory requirements related to each Project including zoning ordinances, public facilities requirements, accessibility and other requirements of the jurisdiction in which each Project is located ("**Technical Matters**") and shall coordinate the work of such experts with that of the other consultants, contractors, suppliers and service providers working on each Project in accordance with Section 1.2 above. Notwithstanding the foregoing, Franchisee acknowledges that Franchisor is not an expert in and is not responsible for Technical Matters, and Franchisee shall rely solely on the judgments of the experts Franchisee hires with respect to such Technical Matters.

6.2 No Guaranties. Franchisee acknowledges and agrees that Franchisor's obligation under this Agreement is to use commercially reasonable efforts to assist with each Project in accordance with plans and specifications, Preliminary Budget and schedules presented to Franchisee, but that Franchisor shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished; and notwithstanding anything in this Agreement shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to any Project, including the architect and general contractor for any Project. Franchisor, however, shall promptly notify Franchisee when it reasonably anticipates that a Project cannot be constructed in accordance with the plans and specifications, preliminary budget and schedules presented to Franchisee.

6.3 No Legal Services. Franchisee acknowledges and agrees that it will be responsible for preparing any legal contracts in connection with each Project(s). It is expressly understood and agreed that Franchisor is not providing any legal advice or legal services in connection with this Agreement, each Project(s) or the Additional Services, and Franchisee agrees to hold Franchisor harmless in this regard. Franchisee agrees that its legal advisors (external or in-house) shall be engaged directly by Franchisee and shall be compensated by the Franchisee.

6.4 Disclaimer. FRANCHISEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT ANY CONSTRUCTION AND/OR CONSTRUCTION MANAGEMENT PROJECT INVOLVES SUBSTANTIAL COMPLEXITY, UNCERTAINTY, AND RISK, INCLUDING, BUT NOT LIMITED TO, TECHNICAL, LOGISTICAL, ENVIRONMENTAL, MANAGEMENT, OPERATIONAL, BUSINESS AND FINANCIAL RISK. EXCEPT AS STATED IN SECTION 2.1, THE SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL FRANCHISOR BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, LIQUIDATED, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF IT HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

6.5 Limitation on Liability. Notwithstanding anything else contained in this Agreement herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, in no event shall Franchisor's liability to Franchisee with respect to each Project exceed the fees paid to Franchisor, or if such liability is covered by the insurance required to be carried by Franchisor as set forth in this Agreement, the insurance paid under the applicable insurance policy. Further, Franchisor shall not be liable for any violation of laws by Franchisee or its General Contractor, including, by way of example only, failure to adhere to building codes, labor regulations, or stop-work orders or social distancing/stay at home orders or directives and agrees to indemnify and defend Franchisor for any claims, fines, charges or other losses (civil and criminal) if Franchisee allows the Project to proceed in violation. If Franchisor informs Franchisee of any alleged violations, Franchisee agrees to seek separate legal counsel and advice.

SECTION 7. TERMINATION

7.1 Right to Terminate. Either party may terminate this Agreement or any individual Project Authorization upon at least 30 days' prior written notice to the other party; provided, however, such termination shall not affect any other outstanding Project Authorization(s), and this Agreement and/or such other outstanding Project Authorization(s) shall remain in full force and effect until completion of the Projects covered by such Project Authorizations. Further, Franchisor reserves the right to terminate this Agreement and/or any Project Authorization immediately in the event of a material default hereunder or under a Project Authorization, Franchise Agreement, Sublease or Lease or any other agreement with Wendy's if such default has not been cured within ten (10) days after written notice to Franchisee.

7.2 Payment Upon Termination.

(a) In the event that Franchisee elects to terminate this Agreement but desires to continue the Project without Franchisor's assistance as Construction Manager, Franchisee shall provide Franchisor with at least thirty (30) days' prior written notice prior to the termination date, and shall provide Franchisor with evidence satisfactory to Franchisor, in its commercially reasonable discretion, that the Project has been reassigned to another suitable firm or, if Franchisee elects to construct the Project itself, that Franchisee has suitable personnel or resources to successfully complete the Project to Franchisor's standards and in accordance with the obligations under the Franchise Agreement (and any applicable Lease and/or Sublease in the event that Franchisor is in the chain of title to the Property). In such event, the Project Fee shall be non-refundable to Franchisee and shall be deemed as fully earned by Franchisor. Further, Franchisee shall promptly pay to Franchisor any additional amounts accrued through such Termination Date for any Reimbursables and/or Additional Services and/or any other amounts, if any, due under this Agreement in excess of the Project Fee.

(b) If Franchisor otherwise consents to the termination of the Project or terminates the Project, Franchisor shall be entitled to retain all or a proportionate share of the Project Fee as compensation for all services and Reimbursables and any Additional Services performed up to the Project termination date. Further, Franchisee shall promptly pay to Franchisor any additional amounts accrued through such termination date for any Reimbursables and/or Additional Services and/or any other amounts, if any, due under this Agreement in excess of the Project Fee. Any balance of the Project Fee remaining thereafter shall be applied first as a credit towards any other fees and expenses that Franchisee may then owe Franchisor with respect to any other Project, any other Wendy's system restaurant or under any other Franchise Agreement, and, with respect to any balance left over, at the option of Franchisee held towards a future Project Authorization or refunded by check.

7.3 Evidence of Succession Plan. Franchisee shall provide with evidence satisfactory to Franchisor, in its commercially reasonable discretion, that the Project has been reassigned to another approved construction manager or Additional Service Provider(s). If Franchisee elects to manage the Project itself, that Franchisee shall provide evidence that it has suitable personnel or resources to successfully complete the Project to Franchisor standards and in accordance with the obligations under the Franchise Agreement and within the terms and conditions contained in the applicable Lease and/or Sublease.

SECTION 8. NOTICES

8.1 Address for Notices. The addresses of Franchisee and Franchisor for service of any notices and reports hereunder shall be respectively as follows:

Franchisor:	Franchisee:
Quality Is Our Recipe, LLC One Dave Thomas Blvd. Dublin, OH 43017 Attention: Regional Construction Director	_____ _____ _____
with a copy to:	with a copy to:
Quality Is Our Recipe, LLC One Dave Thomas Blvd. Dublin, OH 43017 Attention: Legal Department (Real Estate Site# _____)	_____ _____ _____

8.2 Delivery of Notices. Any notice required or permitted to be given hereunder shall be hand delivered, sent by nationally recognized delivery service, or sent by registered mail, return receipt requested, to Franchisee or Franchisor at its respective address shown above. Any such notice shall be deemed to have been received by the party to whom it is addressed on the date and at the time it is so delivered, or upon refusal of such delivery.

SECTION 9. MISCELLANEOUS

9.1 Confidentiality. Except as may be required by any governmental entity having jurisdiction over either of the parties, and except as may be necessary to perform services hereunder, each party to this Agreement shall not disclose to any third party any confidential information that either party makes available to the other, including the information relating to each Project or the terms of this Agreement. Each party agrees to limit access to any such information to those employees and representatives reasonably requiring such access for purposes of providing the Services and shall request that its employees and representatives maintain the confidentiality of such information in accordance with the terms hereof.

9.2 Complete Agreement; Amendments. This Agreement and all Exhibits attached hereto, which are incorporated herein by this reference, contain the entire agreement between Franchisee and Franchisor and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

9.3 No Partnership. Nothing contained in this Agreement or in any of the contract documents relating to any Project shall be deemed or construed by the parties hereto or by any third person to create the relationship of partnership or joint venture. Franchisor is entering into this Agreement solely as a contractor for Franchisee and both parties acknowledge that no fiduciary relationship exists between Franchisee and Franchisor by virtue of this Agreement.

9.4 Publicity and Confidential Information. Franchisor and Franchisee shall not publicize its involvement in the specific work contemplated by this Agreement or supply any person with information concerning this Agreement, any Projects, or without prior written approval of the other party except where necessary to carry out the obligations under this Agreement. Franchisee shall not use or supply to any third person (or shall cause any of its contractors, agents or employees not to use or supply) any information relating to any manufacturing process or any trade secrets of Franchisor which the Franchisee may have acquired in any of the Projects under this Agreement.

9.5 Non-Solicitation. Franchisee and Franchisor agree not to, without the prior written consent of the other party, directly or indirectly, make any offers, enticements or inducements to cause any employee of the other

party (while such employee is employed by such other party and for a period of one (1) year after the completion of any Project) to leave the employ of such other party and to enter into employment with the enticing party, including without limitation, engaging such employee as an independent contractor. Notwithstanding the foregoing, such limitation shall not apply to an employee of either party where such employee's employment has been terminated by the original employing party, or where such employee directly approaches the other party without any offer, enticement or inducement from such other party. In the event of a breach of this provision, and because the parties acknowledge the difficulty of calculating actual damages in such an event, the breaching party agrees to pay, as liquidated damages and not as a penalty, the sum of $100,000.00 for each employee hired in violation of this Section 9.5.

9.6 Applicable Law. This Agreement shall be construed under and interpreted in accordance with the internal laws of the State of _____.

9.7 Survival. The provisions of Sections 3, 4, 5, 6, 7, 8 and 9 of this Agreement shall survive the expiration or termination of this Agreement.

9.8 Successors and Assigns. Neither party may assign its rights or obligations hereunder except to an affiliate or to any entity which acquires all or substantially all of the assets and business of either party. Except as set forth in the immediately preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9.9 Limitation on Liability. Notwithstanding anything else contained in this Agreement herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages that may or may not arise out of this Agreement, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, in no event shall Franchisor liability to Franchisee with respect to each Project exceed the annual fees paid, or if such liability should be covered by the insurance required to be carried by Franchisor as set forth in this Agreement, the limits of insurance set forth in this Agreement for the applicable insurance policy. Further, Franchisor shall not be liable for any violation of laws by Franchisee or its General Contractor, including, by way of example only, failure to adhere to building codes, labor regulations, or stop-work orders or social distancing/stay at home orders or directives and agrees to indemnify and defend Franchisor for any claims, fines, charges or other losses (civil and criminal) if Franchisee allows the Project to proceed in violation. If Franchisor informs Franchisee of any alleged violations, Franchisee agrees to seek separate legal counsel and advice.

9.10 Litigation Expenses. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all its costs and expenses in such litigation, including reasonable attorneys' fees and court costs, from the other party.

9.11 Taxes. The Project Fees and any other fees or charges to Franchisee pursuant to this Agreement are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"). The parties acknowledge and agree that Franchisor is not intended to be nor shall it be deemed to be, a "reseller" of any goods or services, and that all transactions or invoices approved by and/or posted by and/or through Franchisor or through Gateway is solely for the convenience of Franchisee. Franchisee shall be directly responsible for determining whether Taxes apply to any transactions arising pursuant to this Agreement and to whom such Taxes are properly payable and shall bear full liability for such Taxes. Any Taxes for which Franchisor believes it is legally obligated to collect from Franchisee with respect to transactions arising pursuant to this Agreement will be separately stated on the applicable invoice provided by Franchisor to Franchisee and shall be due and payable by Franchisee to Franchisor absent receipt of evidence from Franchisee validating Franchisee's exemption from such Taxes. Notwithstanding anything to the

foregoing, Franchisee shall bear full responsibility for any tax, interest or penalties imposed by any taxing authority because of Franchisee's failure to timely or completely pay Taxes, to Franchisor or the appropriate taxing authority, on any transactions or payments arising pursuant to this Agreement and Franchisee agrees to indemnify and defend Franchisor against for any claims, fines, charges or other losses (civil and criminal) related to such Taxes.

9.12 Rules of Interpretation. The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of this Agreement. Each party agrees that it has been represented by counsel and has participated in the negotiation of this Agreement, and this Agreement shall not be construed against either party on the theory that such party drafted this Agreement. In the event any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

9.13 Term; Increases. This Agreement shall remain in full force and effect until the completion of the Project. If the Project becomes dormant for more than eighteen (18) months, this Agreement shall, at the option of Franchisor, be terminable or subject to revision with respect to the applicable Project Fee if such Project is revived.

With respect to the extension of this Agreement to additional Projects (if any), this Agreement shall be valid for a period of three (3) years from and after the Expiration Date and the Project Fees as set forth in herein are subject to annual review and adjustment by Franchisor, and may be revised from time-to-time, and without advance prior written notice to Franchisee, but will be disclosed to Franchisee in advance of the execution of any subsequent Agreements or "Project Authorizations". For clarity, upon the execution of any such additional Agreements or Project Authorization, the Project Fee shall remain fixed with respect to such Project only.

9.14 Force Majeure. Franchisor shall be excused from the performance of any of their obligations, or the performance or pursuit of any items pursuant to the timelines or critical dates declared by Franchisee or its Additional Service Providers or third-parties, for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, local, state/provincial or national emergencies, the inability to obtain any material or services, riots, insurrections, the act or failure to act of the other party due to the any of the conditions in this subsection, adverse weather conditions preventing the performance of work as certified by the general contractor and/or architect, war, pandemic outbreak or other health emergency declared by the World Health Organization, the Center for Disease Control or other applicable governmental health department, or other reason beyond such party's reasonable control, or acts of God; subject to any express provision in this Agreement stating that force majeure shall not excuse a delay. The foregoing shall not excuse the payment of rents or other monetary obligations owed by Franchisee to Franchisor or to a third-party.

9.15 Authority; Execution.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action,

regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By: _____
Name: _____
Its: _____
Date: _____

FRANCHISEE:

Sign Here: _____
As authorized agent on behalf of all named Franchisees
Print Name: _____
Date: _____

EXHIBIT M

Exhibit A

Project Authorization

This Project Authorization ("**Authorization**") is executed between **QUALITY IS OUR RECIPE, LLC,** a Delaware limited liability company ("**Franchisor**"), and _____ ("**Franchisee**") for the following Project as of the _____ day of _____, 2021, whereby Franchisee hereby authorizes Franchisor to manage the construction of the Project, subject to the terms and conditions of the Project Management Agreement between Quality Is Our Recipe, LLC and _____, an individual (on behalf of themselves and the named Franchisee(s)), dated _____ (the "**Project Management Agreement**").

This Authorization is entered into under the provisions of the Project Management Agreement, and except as provided below, all the terms and provisions of the Project Management Agreement are incorporated herein by reference as if fully set forth herein and remain in full force and effect. In the event of any inconsistency between the terms of this Authorization and the Project Management Agreement, this Authorization shall control as to the subject matter of this Authorization. Capitalized terms used in this Authorization, to the extent not otherwise defined in this Authorization, shall have the same meanings as in the Project Management Agreement.

1. Project.

1.1 Project Description. Franchisee hereby identifies the following new Project to performed at the following Restaurant and hereby hires Franchisor as Construction Manager for the Project pursuant to the terms and conditions of the Project Management Agreement and subject to the Project Management Services Scope of Work attached thereto and incorporated by reference into this Authorization (except as may be amended in writing as attached hereto):

Wendy's Restaurant Number: _____

Property Address: _____

General Contractor (if known): _____

1.2 Project Type and Project Fee. The Project Type shall be as selected below and current total Project Fee for the Project at the time of the execution of this Authorization shall be the flat fee (plus Reimbursables as provided in the Project Management Agreement) set forth in the table below, payable upon execution of this Authorization:

Franchisee Initials	**Franchisor Initials**	**Project Type and Project Fee**
		Remodel, Refresh or Refresh Lite- $20,000.00
		New Store or Scrape and Rebuild - $35,000.00
		Additional Project Fee $ _____ **Note:** *If the actual scope of work the selected Project Type exceeds the base scope for such Project Type, in Franchisor's commercially reasonable opinion, the Additional Project Fee shall be as set above.*

EXHIBIT M

2. MISCELLANEOUS:

2.1 The Project Management Agreement and any exhibits thereto and this Authorization constitute the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein and therein. In the event there are any conflicts between the preprinted terms and conditions of this Project Authorization and the Property Management Agreement, the terms and conditions of the Property Management Agreement shall control. This Authorization supersedes all prior agreements, representations, warranties, promises, covenants, commitments or undertaking, whether written or oral, with respect to the subject matter contained in this Authorization. No amendment, modification, change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such amendment, modification, change, waiver, or discharge is sought to be enforced, provided that normal day-to-day project communications and instructions may be via email.

2.2 Governing Law. This Agreement shall be construed in accordance with and governed by and interpreted in accordance with the laws of the State of _____.

2.3 Authority; Execution. The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

IN WITNESS WHEREOF, Franchisee and Franchisor have each caused this Authorization to be executed by their respective duly authorized representatives on the dates set forth below to be effective as of the Authorization Date.

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT PAGE
DO NOT SIGN HERE

FRANCHISEE:

Sign Here: _____
As authorized agent on behalf of all named Franchisees
Print Name: _____
Date: _____

EXHIBIT PAGE
DO NOT SIGN HERE

EXHIBIT M

EXHIBIT B TO FDP

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Franchisor shall assign the Construction Manager, and additional personnel if necessary, to perform the Basic Services (the "**Services**") described in this Exhibit, as determined to be appropriate in Franchisor's reasonable judgment based on then-existing circumstances of the Project and evidenced by a Project Authorization. It is not required that the Services be performed in the order in which they are described. The Services listed below facilitate the planning, permitting, bidding, and remodel or new build construction of a Wendy's restaurant; however, the list is not exhaustive.

The Contract: The Contract is the agreement between the Franchisee and the General Contractor (sometimes hereinafter referred to as "**GC**") for the performance of the Remodel or New Build in accordance with the Contract Documents executed by and between Franchisee and General Contractor (a schedule of and copies of each shall be provided to Construction Manager and attached hereto). Modifications to the Contract must be made in accordance with the Contract Documents. The Contract Documents do not and shall not be construed to create any relationship, contractual or otherwise, between the Franchisee and any Subcontractor, Sub-subcontractor or Materialmen.

Duties and Responsibilities: The Construction Manager shall represent the Franchisee regarding the Contract and regarding activities at the construction site. All communications to the General Contractor shall be through the Construction Manager. The Construction Manager is not responsible for the acts or omissions of the General Contractor nor is the Construction Manager responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the site. The Construction Manager shall always have access to the Project Site.

Contract Requirements: Upon request by the General Contractor, the Construction Manager shall, in the first instance, be the judge of the performance thereunder by the General Contractor. The Construction Manager shall promptly respond to all written questions directed to it by the General Contractor regarding the Contract requirements and regarding the performance thereof by the General Contractor. All such questions shall be answered in writing by the Construction Manager. No oral interpretation shall be binding on the Franchisee.

A. Design Phase

1. Project Schedule. The Construction Manager ("**CM**") shall prepare a preliminary Project schedule including the following phases: due diligence, design, approval, entitlements, permitting, bidding, construction, and restaurant re-open / open date. The CM is responsible for maintaining a current schedule and updating the milestones in Gateway on at least a weekly basis.

2. Site Investigation Report ("**SIR**"). The CM shall be responsible to have an SIR completed. This will be outsourced to an approved Additional Service Provider selected by Franchisor. *Note: at Franchisee's cost and expense.*

3. Additional Service Provider Selection. The CM will provide Franchisee with a list of approved Additional Service Providers (including, by way of example only, architectural and engineering firms) which Franchisor has deemed without warranty to be qualified under Franchisor's current construction programs. If the Franchisee would like to use a resource that is not currently approved, the CM will interview the potential resource to determine if they are acceptably qualified to become an approved Additional Service Provider. Franchisor retains the sole and absolute discretion in determining whether a potential Additional Service Provider is acceptably qualified to be engaged on the Project and the decision of Franchisor assigned Director of Regional Construction approving or disapproving a potential Additional Service Provider for the Project shall be binding upon the Franchisee.

4. Additional Service Provider Orientation. The CM shall conduct an orientation session with each approved Additional Service Provider during which such Additional Service Provider will receive information regarding Franchisor architectural standards, image, program information, the Project, including the Project Scope, construction schedule and other key timelines, budget, Gateway, and Franchisor and Franchisee's administrative requirements.

5. Additional Service Provider Proposals. The CM shall solicit and evaluate proposals from the selected, approved Additional Service Provider upon direction from the Franchisee. The CM shall review the proposals for adherence to the project schedule and project budget for design services. The CM will make recommendations to the Franchisee with respect to all Additional Service Provider proposals, however, the engagement and contracts to retain such Additional Service Provider shall be negotiated by and executed by Franchisee directly with all Additional Service Providers.

6. Project and Construction Budget: The CM shall manage the budget using Gateway.

7. Design Phase - Architect: At the start of the design phase, the CM will schedule a design meeting including the selected Architect, and the Franchisee. The CM shall review the design schedule, budget, and design intent to complete the project with the Project Schedule. The CM shall monitor the Architect's progress with the Project Schedule. Using Gateway, the CM shall coordinate and expedite the flow of information between the Franchisee, the Architect, and others, as necessary.

8. Landlord Approval / Third Party Investigation / approval: Unless Franchisor's affiliate is the Landlord or Sublandlord on a Project, Franchisee shall coordinate and perform all lease or property related due diligence (title, survey, Phase I and II environmental), with the actual costs related thereto a Franchisee direct expense. With respect to any governmental site plan approvals, permits, landlord and third-party approvals (if any), such work shall be coordinated by Franchisor directly with such governmental agencies or entities, landlord and third parties (if any) and Franchisee agrees to pay for all costs and expenses (including, but not limited to, local counsel fees and expenses i.e., for zoning variances, etc.) and to pay for all approval or review fees or expenses for such reviews.

9. Progress Meetings. The CM shall conduct regularly scheduled, as required, attended by the applicable Additional Service Providers and the Franchisee, as appropriate. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress.

10. Plan Review: The CM shall review the Architect's preliminary site plan, floor plan, demolition and building interior and exterior elevations to ensure they are in keeping with Franchisor's image standards, design intent, while reflecting the reasonable ability to remain within budget and obtain governmental approval for entitlements and building permits. The CM will coordinate with the Wendy's Design Manager for U.S. Implementation (the "**Design Manager**") to obtain an official approval of the proposed seating plan, and elevations.

11. Image Approval: The CM shall obtain approval from Wendy's Design Manager prior to the Architect or CM agreeing to deviations desired by local agencies or Franchisee from prototype standards or image standards. The CM shall coordinate with Wendy's Design Manager and the Architect to develop various cost-effective alternatives.

12. Approvals by Regulatory Agencies: Following receipt of Franchisee's approval and of Wendy's approval of the proposed architectural drawings and plans and provided all necessary non-governmental third-party approvals have been obtained (at least preliminarily), the CM shall coordinate with the Architect to have the necessary documents transmitted to the regulatory

agencies per local requirements for initial or preliminary regulatory reviews. The CM shall advise the Franchisee of potential problems resulting from such reviews and suggested solutions to obtain the required entitlements and reviews.

13. Utility Account Application / Disconnection / Engineering Design: The CM shall make, on behalf of the Franchisee, the application for new utility services (water, sewer, electricity/hydro, gas, storm sewer, telephone, high speed internet, etc.) or disconnection for a scrape and rebuild project in coordination with the Architect and Engineer, Wendy's technology team and Franchisee.

14. Impact Fees: The CM shall analyze and make strategic recommendations in conjunction with the Architect and Engineer on the use of outside consultants and services to minimize or eliminate Impact Fees including but not limited to Traffic Impact Fees, Development Fees, or other fees imposed by government agencies linked to the Project. Notwithstanding anything to the contrary, the Franchisee is responsible for all Impact fees, tap fees, or other development charge.

15. Building Permits / Sign Permits: The CM shall commence and monitor the building permit process with architectural firm or a permit expeditor. The CM shall commence and monitor the sign permit process with the sign company. Provide documentation of any required image deviation required by local municipality to the Franchisee and Wendy's management for review and approval. CM and/or architect responsible to attend municipality meetings/hearings, as required.

A. Construction Phase

1. Construction Drawings: The CM shall provide a cursory review and provide comments regarding draft construction documents prepared by the applicable Additional Service Providers. The CM shall conduct a meeting with the applicable Additional Service Providers and the Franchisee to review the construction drawings for accessibility, image, coordination between civil and architectural drawings, coordination between owner supplied equipment and architectural and engineering drawings.

2. Project Cost Estimate. The CM shall prepare, or has prepared, a Preliminary Budget as set forth in the ***Preliminary Budget Disclosure*** and a copy thereof posted in Gateway and shall be deemed incorporated into the *Project Management Agreement*.

3. Project and Construction Budget Revision. The CM shall give periodic updates to the budget in Gateway and make recommendations to the Franchisee concerning any revisions to the Project and Construction budget that may result from the proposed design changes.

4. Bidder's Interest Notification: The CM shall conduct a telephone and electronic campaign to attempt to increase interest among qualified bidders approved by Franchisor. The CM will make best faith efforts to include a minimum of four (4) bidders on each bid event to achieve three (3) competitive bids on each Project. Negotiated, single sourcing of a materially large portion of any Project is not encouraged and may require special approval by the CM and/or Franchisor.

5. Bid Documents: The CM shall expedite the delivery of Bid Documents to the pre-approved bidders. The CM shall update the standard bid documents and post them on Gateway in the appropriate folder along with the final and approved set of Construction Documents (sometimes hereinafter referred to as "CD") from the Architect. The CM is responsible for ensuring the CD set is coordinated with owner supplied equipment and reflects the most recent design changes along the required modifications agreed to obtain entitlements and building permits.

6. Pre-Bid Conference: The CM, or other engineering personnel designated by Franchisor, shall conduct a pre-bid conference with all potential bidders the Architect, and the Franchisee. These

conferences shall be forums for the CM or CM's designee, Architect, and the Franchisee, as appropriate, to explain the project requirements to the bidders including information concerning schedule requirements, time and cost control requirements, access requirements, contractor interfaces, administrative requirements, and other technical information. The CM is responsible for coordinating the pre-bid meeting with the Franchise Operations team to minimize disruption to the restaurant. The CM is responsible for notifying and enforcing that the Contractors and their subcontractors are not allowed access to the restaurant for review and inspection of the building at any time except the Pre-Bid Conference.

7. Bidders Request for Information. The CM shall coordinate the response to RFI's with the Architect. All responses shall take the form of a bid clarification addendum issued by the CM. The CM is responsible for determining if an architect bulletin is required to respond to the RFI.

8. Design Bulletin: The CM shall receive from the Architect a copy of all proposed Design bulletins. The CM shall review the bulletins for constructability, for effect on the Project and Construction Budget, scheduling, construction time impacts, and for consistency with the related provisions as documented in the Bid Documents. The CM is responsible for communicating any design change bulletins issued by the architect during the bidding process using Gateway. The CM is empowered to delay a design change bulletin recommended by the architect and incorporating the change as a Change Order after the bids are received.

9. Bid Opening and Recommendations: The CM shall use Gateway to receive and open sealed bids for the GC. The CM shall evaluate the bids for responsiveness and price. The CM shall make recommendations to the Franchisee concerning the acceptance or rejection of individual or all bids.

10. Bid Leveling – Bid Qualification: The CM shall conduct a detailed review of the bids to qualify them and determine that all applicable scope is included. The CM shall not negotiate the bids but identify scope issues that may have been missed or identified by individual bidders.

11. General Contractor Notification: The CM shall notify the unsuccessful bidders through Gateway notifications upon direction by the Franchisee that the Project is fully approved. The CM shall notify the winning bidder that they may be awarded the project upon providing the required proof of insurance, the necessary bonds if required, execution of the contract, and completion of other required administrative items.

12. Construction Contracts: The CM shall assist the Franchisee with the required General Contractor and Project information to have the construction contract prepared. The CM is responsible for ensuring that no work is commenced at the site without a fully executed Construction Contract and official release from the Franchisee.

13. Notices of Commencement: The General Contractor is responsible for preparing the Notice of Commencement documents, where required by a state.

14. Purchase Order – Construction Contract – Owner Supplied Materials. Upon full funding approval of the project and construction contract execution by the Franchisee, the CM shall coordinate with the Franchisee to have Purchase Order issued to the Contractor for the construction contract. The CM and CM support team is responsible for assembling all quotes and coordinating with the Franchisee administrative team to issue the POs for all contractual obligations.

15. Pre-Construction Meeting: The CM shall conduct a Pre-Construction meeting with the Contractor, Architect, and the Franchisee team during which the CM shall review the Project scope, schedule, reporting procedures, and other requirements for performance of the Work.

16. Permits, Bonds, and Insurance: The CM shall make commercially reasonable effort to verify that the General Contractor has provided evidence that required permits, bonds, and insurance have been obtained and posted to Gateway. Such action by the CM does not relieve the General Contractor or Franchisee of its responsibility to comply with the provisions of the Contract Documents.

17. On-Site Management and Construction Phase Communication Procedures: The CM shall establish and implement coordination and communication procedures between the General Contractor, Architect and the Franchisee including weekly meetings, weekly photograph uploading to Gateway, and construction site inspections. The CM is not expected to be on-site on a daily or weekly basis. CM will rely on GC superintendent to be on site daily and report to CM. Nothing in this Section 16 shall imply how often the CM is required to be on site.

18. Contract Administration Procedures: The CM shall establish and implement procedures, for reviewing and processing requests for information (RFI); interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and maintenance of logs. The CM shall be the party to whom all such information shall be submitted.

19. Review of Requests for Information, Shop Drawings, Samples, and Other Submittals: The CM shall examine the General Contractor's requests for information, shop drawings, samples, and other submittals, and Architect's reply other action concerning them, to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Project Schedule. The CM shall forward to the Architect for review, approval, or rejects, as appropriate, the request for clarification or interpretation, shop drawings, sample, or other submittal, along with the CM's comments. The CM's comments shall relate to design, image considerations in addition to cost, scheduling and time of construction, and clarity, consistency, and coordination in documentation.

20. Utility Service / Coordination: The CM shall assist the Franchisee in coordinating the utility disconnection and connection with the Contractor and applicable utility service providers, including but not limited to, water, sewer, electricity, storm sewer, telephone and other utilities as identified in the Construction Plans. Franchisee responsible to approve/execute any utility easements.

21. Minor Variations in the Work: The CM may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract price or time, and which are consistent with the design intent and the overall intent of the Contract Documents. The CM shall provide to the Architect copies of such authorizations.

22. Change Orders: All proposed Change Orders initiated changes shall be described in detail by the GC. The request shall be accompanied by drawings and specifications prepared by the Architect. In response to the change request proposal the General Contractor shall submit to the CM for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed work. The CM shall review the General Contractor's proposal, shall discuss the proposed change order with the Contractor, endeavor to minimize any impact to the Project Budget or Schedule, and determine the Contractor's basis for the price and time proposed to perform the changed Work prior to seeking approval from the Franchisee. Notwithstanding the foregoing, Franchisee hereby grants CM the right to approve Change Orders of up to $5,000 (but no more than $10,000 in the aggregate) without Franchisee prior approval. Thereinafter, all Change Orders will require Franchisee's acknowledgement and express approval, provided however, that Franchisee acknowledges and agrees that it may not be permitted to cancel the Project due to a Change Order or increased Project Cost. In the event of a dispute related to the scope of work necessitating the Change Order, CM will advocate for Franchisee to seek alternatives cost-effective options, subject to all necessary approvals.

23. Contractor Initiated Change Orders: The CM shall review the contents of all General Contractor requested changes to the Contract time or price, endeavor to determine cause of the request, and assemble and evaluate information concerning the request. The CM shall provide to the Franchisee and Architect a copy of each change request, and the CM shall in its evaluations of the General Contractor's request consider the Franchisee and Architect's comments regarding the proposed changes.

24. Change Order Recommendations: The CM shall make recommendations to the Franchisee regarding all proposed change orders. Prior to issuance of a change order, the CM shall determine and advise the Franchisee as to the effect on the Project Schedule or Project budget. As directed, the CM shall prepare and issue to the Contractor appropriate change order documents. The CM shall provide to the Architect copies of all approved change orders. No Change Order work is to proceed until there is written authorization / approval from the Franchisee to the CM and the General Contractor.

25. Subsurface and Physical Conditions: Whenever the General Contractor notifies the CM that a surface or subsurface condition at or contiguous to the site is encountered that differs from what the General Contractor is entitled to rely upon or from what is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, the CM shall notify the Architect or Engineer and Wendy's Legal. The CM shall receive from the Architect or Engineer and transmit to the General Contractor all information necessary to specify any design changes required to be responsive to the differing or changed condition and, if necessary, shall prepare a change order for the Franchisee review and approval as indicated in paragraph 24 and or to provide notice and claim to the applicable Landlord.

26. Quality Reviews: The CM shall monitor the quality of the Work. Communication between the CM and the General Contractor regarding quality review shall not be in any way to be construed as binding the CM or Franchisee or releasing the General Contractor from performing in accordance with the terms of the Contract Documents. No action taken by the CM shall relieve the General Contractor from its obligation to perform the Work in strict conformity with requirements of the Contract Documents, and in strict conformity with all other applicable laws, rules, and regulations.

27. Contractor Safety Program: The CM shall not be responsible for any General Contractor's implementation of or compliance with its safety programs, or for initiating, maintaining, monitoring, or supervising the implementation of such program. The CM shall not be responsible for the adequacy or completeness of any Contractor's safety programs, procedures, or precautions.

28. Dispute between Applicable Service Providers and the Franchisee: In consultation and coordination with the Applicable Service Providers and Wendy's Legal, but without having to engage outside counsel or retain other experts or expend fees, the CM shall tender to the Franchisee in writing, within a reasonable time, Franchisor opinions and recommendations, based solely on their professional experience and without further due diligence and inquiry, concerning disputes between the Applicable Service Providers and Franchisee relating to acceptability of the Work, or the interpretations of the requirements of the Contract Documents pertaining to the furnishing and performing of the Work. Notwithstanding the foregoing, the Franchisee should seek its own, separate legal counsel and/or expert opinions to substantiate or make claims.

29. Operation and Maintenance Materials: The CM shall receive from the General Contractor operation and maintenance manuals, warranties and guarantees for materials installed in the Project. The CM shall ensure that one copy of each of the manuals are stored at the site at Restaurant Opening / Re-Opening.

30. Accessibility Review / Certification: The CM shall coordinate the accessibility survey of the completed work using a Franchisor approved form, Architect, or an authorized Accessibility

Consultant. The CM shall notify the Architect, Engineer, and Contractor of any noted issues and develop a plan to immediately resolve the potential accessibility issue in coordination with the Franchisee.

31. Progress Payments / Draw Payments: The CM shall review draft payment applications submitted by the General Contractor and determine whether the amount requested reflects the progress of the General Contractor's work and is in keeping with the Contract documents and other Franchise forms. The CM shall advise the General Contractor to make any necessary adjustments and review the formal payment application for proper format, the required lien waivers, contractor's sworn statement and other required attachments. The CM shall submit a properly formatted payment application to the Franchisee for processing and payment.

32. Occupancy Permit / Health Department Permits: The CM shall assist the Franchisee obtain an occupancy permit, health department, and other permits necessary to commence operations on the Restaurant Open / Re-Open date by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Project. The CM coordinates activities between the Franchise operation team and the Contractor for a smooth turnover of the completed Project.

33. Final General Contractor Retention Payment: The CM shall endeavor to close out the construction contract with the General Contractor within 90 calendar days of Restaurant Opening / Re-Opening. Final punch list walk through will be conducted and retention dollars will not be released until all items are complete.

34. One Year Warranty: A one (1) year warranty walk through will be conducted by the CM, Franchisee and General Contractor. The CM will work with the General Contractor to address any issues/concerns.

EXHIBIT M

Exhibit C
Additional Services Amendment

This Amendment is entered into as of the ___ day of _____, 202___, by and between **QUALITY IS OUR RECIPE, LLC**, a Delaware limited liability company ("**Franchisor**"), and **_____** ("**Franchisee**").

W I T N E S S E T H:

WHEREAS, Franchisee and Franchisor entered into a Project Management Agreement (the "**Agreement**"), dated as of _____, 201__, pursuant to which Franchisor agreed to provide certain project management services with respect to _____ (the "**Project**"); and

WHEREAS, Franchisee desires to have Franchisor provide certain other services with respect to the Project which Franchisor is willing to do on the following terms and conditions.

NOW THEREFORE, in consideration of the payment hereinafter specified to be made by Franchisee, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

1. Franchisor agrees to provide the additional services (the "**Additional Services**") described below:

   [to be described]

2. In consideration for the Additional Services, Franchisee agrees to pay Franchisor the compensation set forth below:

   [to be described]

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EXHIBIT M

FRANCHISOR:

QUALITY IS OUR RECIPE, LLC

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT PAGE
DO NOT SIGN HERE

FRANCHISEE:

Sign Here: _____
As authorized agent on behalf of all named Franchisees
Print Name: _____
Date: _____

EXHIBIT PAGE
DO NOT SIGN HERE

EXHIBIT M

EXHIBIT D

PRELIMINARY BUDGET DISCLOSURE AND FRANCHISEE APPROVAL

Project Location: *[Project address]*

Project type: Project Management Agreement (FDP)

Franchisees: *[Franchisees names]*

Project Management Agreement dated *[xxx xx, 202_]* ("**Agreement**")

Franchisees and Quality Is Our Recipe, LLC ("**Franchisor**") entered into the above-referenced *Agreement* and such other related agreements, which may include, but are not limited to a franchise agreement, letter agreements, lease agreement or sublease agreement (collectively, the "**Related Agreements**"), pursuant to which Franchisor agreed to provide certain project management services with respect to the "**Project**". Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Related Agreements.

The Construction Manager has prepared the attached preliminary cost estimate (the "**Preliminary Budget**") for the Project in accordance with the Related Agreements. Franchisee acknowledges that the Preliminary Budget is an estimate only, and that neither Franchisor nor the Construction Manager has control over the actual final costs of labor, materials, equipment, or services furnished by others. Franchisee expressly acknowledges and agrees that Franchisor shall not be liable for any errors or omissions in developing the Preliminary Budget and acknowledge that any construction and/or construction management project involves substantial complexity, uncertainty, and risk and that the final budget may differ materially from this Preliminary Budget. There is no assurance or guarantee as to the actual costs you will incur when building a restaurant, and Franchisor makes no representation of any kind in that regard.

The Construction Manager will periodically update the budget in Gateway and Franchisee will be notified of any changes via Gateway. Where required under the Related Agreements or as may be required under Franchisee's direct contracts with its general contractor, Franchisee shall execute required change order(s) or provide direction to Franchisor to act on its behalf to renegotiate or rebid the Project within a reasonable period of time or cooperate with the Construction Manager, General Contractor and/or Architect to revise the Project's general scope, extent, or character in keeping with the Project's design requirements and sound design practices, or modify the Project's design appropriately. Please reference the Related Agreements for all further terms and conditions, representations and agreements as they relate to the Project.

Franchisee acknowledges and agrees that neither Franchisor nor the Construction Manager has provided, or is authorized to provide, Franchisee with financial or legal advice, and that Franchisee has consulted with their own professional advisors and completed an independent assessment in electing to proceed with the Project and approving this Preliminary Budget. Franchisee further acknowledges and understands that any disapproval of the Preliminary Budget or Final Budget does NOT act to waive, amend, terminate or otherwise reduce their obligations under any of the Related Agreements, including the obligations to construct the Project by the required dates.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an

original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

Please sign: _____
as authorize ıchisee(s)" under
the Agreem

Print name: _____
Date:_____

EXHIBIT M

EXHIBIT E TO FDP

GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective this _____ day of _____, 202__. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company ("**Franchisor**"), to provide certain construction management services to the undersigned as set forth in the *Project Management Agreement* to be executed contemporaneously herewith, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy's restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

_____ By: _____
Title: _____

EXHIBIT PAGE
DO NOT SIGN HERE

_____ _____
Individually

EXHIBIT N

Writer's Direct Address:
The Wendy's Company
One Dave Thomas Blvd.
Dublin, OH 43017
Direct Dial No. (614) 764-3265
Megan.Roberts@wendys.com

VIA ELECTRONIC DELIVERY

____, 2023

[Franchisee]

USA

RE: REPP Letter of Agreement regarding _____ (collectively referred to herein as "**Franchisee**") participation in the Quality Is Our Recipe, LLC ("**Franchisor**") Real Estate Procurement Program (the "**REPP**") for the development of a new Wendy's Restaurant to be located at _____ and identified as Wendy's Site #_____ (the "**Restaurant**" or "**Restaurant Site**")

REPP
LETTER OF AGREEMENT

Dear Franchisee:

This Letter of Agreement ("**REPP LOA**") by and between Franchisor (together with Wendy's Properties, LLC, and or any of their affiliates which may perform the agreements hereunder, collectively referred to as "**Wendy's**") and Franchisee sets forth the agreement between Wendy's and Franchisee in connection with Franchisee's participation in Wendy's Real Estate Procurement Program (the "**REPP**") pursuant to which Wendy's will assist Franchisee to develop and construct the Restaurant and sublease the same to Franchisee (the "**Project**").

In consideration of the covenants and agreements contained in this REPP LOA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wendy's and Franchisee hereby agree as follows:

1. Wendy's, acting in reliance of Franchisee's commitment under this REPP LOA, will provide certain real estate services and transaction services (collectively, the "**Real Estate Procurement Services**" in connection with the Franchisee's selection and acquisition of one (1) Wendy's-approved site for Franchisee's development of a new Wendy's branded restaurant (the "**Restaurant Site**"), and will further engage in certain "**Real Estate Development Services**" to manage the planning, construction and development of the Restaurant Site as further described herein.

2. **Real Estate Procurement Services**. Subject to the terms and conditions of this REPP LOA, Franchisee desires and Wendy's accepts and agrees that Wendy's will perform certain Real Estate Procurement Services, which include Real Estate Services and Transaction Services:

A. "**Real Estate Services**" will be provided by the "**Real Estate Services Team"** (which will include Wendy's employees designated by Wendy's, including, but not limited to a Real Estate Director who shall directly oversee all Real Estate Services, and/or may also include advisors engaged directly by Wendy's and selected by Wendy's in its sole and absolute discretion) and such Real Estate Services may include, but are not limited to, the following:

(i) Identifying and touring quality site(s) and obtaining Franchisee's approval;

(ii) Negotiating with a third-party landlord or seller and their respective brokers or agents to develop key deal points (subject to Franchisee's commercially reasonable approval) and entering into a non-binding letter of intent subject to usual and customary contingencies and approvals;

(iii) Coordinating with Wendy's Construction Department to develop preliminary site plans and proposed building designs;

(iv) Ordering a site investigation report ("**SIR**") and developing a Preliminary Budget with Wendy's Construction Department and Finance Department (to be set forth per that ***Preliminary Budget Disclosure*** to be provided to Franchisee prior to CAPCOM approval, if practical, and a copy thereof posted in Gateway and shall be deemed incorporated into the ***Project Management Agreement*** as Exhibit C thereto);

(v) Managing Wendy's internal approval processes, including creating a deal summary and presentation package for consideration by Wendy's Executive Capital Committee ("**CAPCOM**") and presenting the proposed opportunity to CAPCOM for its initial approval;

(vi) After CAPCOM initial approval, preparing a ***REPP Project Management Agreement*** (the "**REPP FDP**") to be entered into between Wendy's and Franchisee, and engaging Wendy's Transaction Services Team (defined below) to commence Transaction Services for the Restaurant Site;

(vii) Collaborating with the Transaction Service Team and supporting lease negotiation and relationship with landlord or seller and brokers or agents through to lease or purchase agreement execution;

(viii) Facilitating the administration of the Transaction Services by the Transaction Services Team and the Real Estate Development Services by Wendy's Construction Manager, including, but not limited to, supervising the

feasibility reviews for title, survey, soils and environmental; the permitting and final approvals processes, including any final CAPCOM approvals; tracking the waiver and satisfaction of lease or purchase agreement contingencies; tracking completion of the construction of the Restaurant until the opening of the Restaurant; and billing and collecting payments due from Franchisee and/or any third-party landlord or seller; and

(ix) Managing the ongoing lease relationship with the third-party landlord and Franchisee.

B. "**Transaction Services**" will be provided by the "**Transaction Services Team**" (which may include members of the Real Estate Services Team, and additional Wendy's legal, portfolio management, and other employees designated by Wendy's and/or may also include advisors engaged directly by Wendy's (e.g., outside legal counsel selected by Wendy's in its sole and absolute discretion), and such Transaction Services may include, but are not limited to, the following:

(i) Preparation of this REPP LOA and related legal documentation including the *General Release of All Claims*;

(ii) Reviewing the letter of intent and consultation with Real Estate Services Team regarding any open issues and presentation to CAPCOM;

(iii) Following CAPCOM approval, preparing the REPP FDP and related documents;

(iv) Drafting and negotiating the Prime Lease or purchase agreement with landlord or seller and working with the Real Estate Services team to resolve deal points through execution of agreement;

(v) Preparing the Sublease Agreement, Sublease Guaranty, and Wendy's *Unit Franchise Agreement* (the "**Franchise Agreement**") and any related ancillary agreements, and collecting sums due from Franchisee under such agreements; and

(vi) Ordering all feasibility reviews and resolving the same to Wendy's satisfaction for title, survey, soils and environmental issues (the "**Due Diligence Materials**"; tracking and extending the permitting and final approvals periods as necessary; confirming the waiver of lease or purchase agreement contingencies; and tracking completion until the opening of the Restaurant and documenting rent commencement dates and preparing and recording (where appropriate) a memorandum of lease; and ensuring the satisfaction and collection of final payments by Franchisee to third-parties and collection of any third-party landlord or seller inducements and delivery of title insurance policy.

"Real Estate Services" and/or "Transaction Services" do <u>not</u> include the following "<u>Exclusions</u>": Vendor invoices for the Due Diligence Materials; the Franchisee's own legal fees; costs and expenses due and payable to Franchisee's General Contractor or

otherwise incurred by Franchisee or related to the construction of the Restaurant or the purchase and installation of the Equipment; any costs and expenses incurred by Franchisee for any financing or any due diligence materials and reviews by its lender; costs or special expenses to resolve or satisfy any third-party contingencies (e.g. curing title defects, obtaining third-party releases or third-party consents); costs and expenses to off-site improvements required by a third-party landlord or other third-party in order to accommodate the Project; the costs for any Additional Service Providers retained under the REPP FDP and the Reimbursables due under the REPP FDP; application fees, permit fees, expeditor fees, impact fees, tap-in fees or other development or subdivision fees. All of the foregoing types of fees and costs listed in this paragraph (by way of example only) are not included in the fees described in Sections 3, 4, and 5 below and shall be paid by Franchisee when due or as a reimbursement to Wendy's. Such items shall be borne solely by Franchisee.

Further, neither the Real Estate Procurement Services (including the associated Real Estate Services and Transaction Services) nor the Real Estate Development Services (described below) may be deemed or construed as being legal services or legal advice to Franchisee. Franchisee acknowledges and agrees that Wendy's strongly recommends that Franchisee retains their own legal counsel to provide legal assistance in connection with this REPP LOA and all agreements referenced in this REPP LOA and with respect to its development of the Restaurant and their associated business to own and operate the Restaurant under the Franchise Agreement.

3. As consideration for the Real Estate Services and Transaction Services provided by Wendy's under this Agreement, Franchisee agrees as follows:

   A. Upon execution of this REPP LOA, Franchisee shall remit to Wendy's a "**Real Estate Services Fee**" of **$12,500.00** (plus applicable sales taxes);

   B. The Real Estate Services Fee shall be deemed fully earned and non-refundable upon payment by Franchisee to Wendy's whether or not a Restaurant is ultimately developed under this REPP LOA.

   C. Upon CAPCOM initial approval, Franchisee shall remit to Wendy's a "**Transaction Services Fee**" of $17,500.00 (plus applicable sales taxes).

   D. The Transaction Services Fee shall be deemed fully earned and non-refundable upon payment by Franchisee, unless the transaction is terminated prior to the execution of a Prime Lease or Purchase Agreement, in which limited instance only the unused balance thereof, after deduction for any actual costs and expenses incurred by Wendy's for outside legal counsel, due diligence services or otherwise due and/or paid to any Additional Service Providers, shall be refundable to Franchisee. In the event that Wendy's and Franchisee mutually agree to commence work on the preparation of a Prime Lease or purchase agreement ahead of initial CAPCOM approval, Wendy's reserves the right to request payment of the Transaction Services Fee prior to CAPCOM approval as a

condition prior to engaging outside legal counsel and/or Additional Service Providers; and

E. Franchisee shall execute and deliver to Wendy's the *General Release of All Claims* in the form attached hereto and made a part hereof as **Exhibit A**.

4. **Real Estate Development Services**. Upon receiving CAPCOM initial approval of the proposed terms for the acquisition of the Restaurant Site, Franchisee shall execute the *REPP Project Management Agreement* (the "**REPP FDP**") (along with a *General Release of All Claims* in the form attached thereto) and engage Wendy's to perform the **Real Estate Development Services** (for the purposes of such Real Estate Development Services, the "Project") and shall pay to Franchisor a "**Project Fee**" of **$35,000.00** (plus applicable sales taxes) as consideration for the services to be provided by Wendy's under the REPP FDP. The Project Fee shall be subject to the terms and conditions as further set forth in the REPP FDP. A copy of the REPP FDP form is attached hereto as **Exhibit B**.

5. Once the Prime Lease or purchase agreement is ready for full execution by Wendy's and prior to Wendy's execution thereof and as further consideration under this REPP LOA, Franchisee agrees to sign and deliver to Wendy's the *Sublease Agreement* (together with the *Sublease Guaranty* and *General Release of All Claims* in the forms attached thereto) (the "**REPP Sublease**"). During the course of construction of the Restaurant, but in any event at least ninety (90) days prior to opening, Franchisee must sign and deliver to Franchisor (i) Franchisor's then-current Franchise Agreement and related documents, including a guaranty and a general release of all claims, and (ii) remit **$50,000** (plus applicable taxes) to Franchisor for the "**Technical Assistance Fee**" due under the Franchise Agreement (unless an applicable incentive program waiver applies or a credit remains on Franchisee's account that is approved by Wendy's to be applied). A copy of the REPP Sublease is attached hereto **Exhibit C**.

6. Franchisee acknowledges and agrees that the rent payable under the REPP Sublease Agreement will be equal to Wendy's rent payable to its third-party landlord under the Prime Lease, plus $6,000.00 annually, which shall be collected in twelve (12) equal monthly installments along with the rent due under the Sublease Agreement. If Wendy's purchases the Restaurant Site, a Wendy's form of Lease Agreement will be used and will be substantially similar to the Sublease Agreement and the rental shall be mutually determined between the parties.

7. Franchisee acknowledges and agrees that Franchisee is required to open the Restaurant for business no later than the date specified under the Franchise Agreement.

8. Franchisee acknowledges and agrees that at such time that Wendy's grants the franchise and licensed rights for the Restaurant, the named Franchisee(s) is/are required to sign Wendy's then-current Franchise Agreement, which at that time may differ from, or be in addition to, the Franchisee referenced hereunder. In such event, Franchisee, at Wendy's request, agree to fully or partially assign their rights under this REPP LOA to such named Franchisee(s) under the Franchise Agreement, and such named Franchisee(s) under the

Franchise Agreement must have received Wendy's current Franchise Disclosure Document at least 14 calendar days before signing the Franchise Agreement or before paying any fees. Further, Franchisee acknowledges and agrees that nothing in this REPP LOA constitutes a grant of franchise rights to Franchisee, and that such grant will occur in the future subject to compliance with Wendy's requirements.

9. If Wendy's does not have a fully executed letter of intent to enter into a Prime Lease (or purchase agreement) for a Restaurant to be developed under this REPP LOA within eighteen (18) months from the date of this REPP LOA, this REPP LOA shall continue on a month-to-month basis and may be terminated by either party with at least 30 days' prior written notice to the other party. Additionally, after said eighteen (18) months, Wendy's reserves the right to increase the fees under this REPP LOA to the then-current fees charged by Wendy's. Further, Wendy's reserves the right to terminate this REPP LOA for good cause in Wendy's commercially reasonable discretion, including but not limited to, a failure of any of Wendy's contingencies under the Prime Lease. Except where specifically described in REPP LOA, all payments made pursuant to this REPP LOA are non-refundable.

10. Wendy's reserves the right to delay or suspend its performance under this REPP LOA or the Prime Lease, or terminate this REPP LOA if Franchisee defaults in any of the material obligations under this REPP LOA, the Sublease or the Franchise Agreement, including, by way of example only, failure to provide adequate proof of the insurance required under the Sublease, non-payment of any of the fees due under this REPP LOA, or non-payment for any of the costs to construct the improvements (or allowing a mechanic's lien to be placed on the Restaurant), or non-payment for any of the Reimbursables, Equipment, or Taxes. For a period of six (6) months after the expiration, termination or successful completion of this REPP LOA, Franchisee shall not develop a Wendy's Restaurant on any site that was presented to Franchisee by Wendy's hereunder, except pursuant to the terms of this REPP LOA or otherwise with the written consent of Wendy's.

11. Without Wendy's prior written consent, and except as set forth herein, Franchisee may not assign this REPP LOA under any circumstance.

12. Address for Notices. The addresses of Franchisee and Wendy's for service of any notices and reports hereunder shall be respectively as follows:

Franchisor:	Franchisee:
Quality Is Our Recipe, LLC	_____
One Dave Thomas Blvd.	_____
Dublin, OH 43017	_____
Attention: Legal Department	
(Real Estate Site #_____)	

With a copy to:

Wendy's Properties, LLC
One Dave Thomas Blvd.
Dublin, OH 43017
Attn: Legal Department
(Real Estate Site #_____)

13. FRANCHISEE ACKNOWLEDGES THAT ANY ASSISTANCE PROVIDED HEREUNDER TO FRANCHISEE BY WENDY'S OR ITS AFFILIATE OR AGENT DOES NOT CONSTITUTE A REPRESENTATION, WARRANTY, OR GUARANTY, EXPRESS, IMPLIED OR COLLATERAL, REGARDING THE CHOICE AND LOCATION OF THE RESTAURANT, NOR THAT THE RESTAURANT WILL ACHIEVE ANY PARTICULAR LEVEL OF SALES, PROFITS OR SUCCESS. FRANCHISEE ACCEPTS ALL RISKS CONNECTED WITH THE IDENTIFICATION, DEVELOPMENT AND OPERATION OF THE RESTAURANT AT THE RESTAURANT SITE. NOTWITHSTANDING ANYTHING IN THIS REPP LOA TO THE CONTRARY, WENDY'S DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE REAL ESTATE SERVICES AND THIS REPP LOA, AND NEITHER WENDY'S NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OR SUBSIDIARIES SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM, OR RELATED TO, WENDY'S PERFORMANCE OF THE REAL ESTATE SERVICES HEREUNDER, INCLUDING ENVIRONMENTAL OR SITE CONDITIONS, FAILURE OF NEGOTIATIONS, FRANCHISEE'S COSTS OF ANY KIND, FAILURE TO OBTAIN WENDY'S APPROVALS, AND FAILURE TO IDENTIFY A RESTAURANT SITE.

14. **Miscellaneous**.

a. Confidentiality. Except as may be required by any governmental entity having jurisdiction over either of the parties, and except as may be necessary to perform services hereunder, each party to this REPP LOA shall not disclose to any third party any confidential information that either party makes available to the other, including the information relating to the Project or the terms of this REPP LOA. Each party agrees to limit access to any such information to those employees and representatives reasonably requiring such access for purposes of providing the Services and shall request that its employees and representatives maintain the confidentiality of such information in accordance with the terms hereof.

b. Complete Agreement; Amendments. This REPP LOA and all Exhibits attached hereto, which are incorporated herein by this reference, contain the entire agreement between Franchisee and Wendy's and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This REPP LOA may not be changed, modified, amended, or discharged, except by an agreement in writing.

c. No Partnership. Nothing contained in this REPP LOA or in any of the contract documents relating to the Project shall be deemed or construed by the parties hereto or by any third person to create the relationship of partnership or joint venture. Wendy's is entering into this REPP LOA solely as a potential build-to-suit landlord or sublandlord to Franchisee and each party acknowledges that no fiduciary or franchise relationship exists between Franchisee and Wendy's by virtue of this REPP LOA.

d. Publicity and Confidential Information. Wendy's and Franchisee shall not publicize its involvement in the specific work contemplated by this Agreement or supply any person with information concerning this REPP LOA, the Project, or without prior written approval of the other party except where necessary to carry out the obligations under this Agreement. Franchisee shall not use or supply to any third person (or shall cause any of its contractors, agents or employees not to use or supply) any information relating to any manufacturing process or any trade secrets of Wendy's which the Franchisee may have acquired in the Project under this REPP LOA.

e. Non-Solicitation of Employees. Franchisee and Wendy's agree not to, without the prior written consent of the other party, directly or indirectly, make any offers, enticements or inducements to cause any employee of the other party (while such employee is employed by such other party and for a period of one (1) year after the completion of the Project) to leave the employ of such other party and to enter into employment with the enticing party, including without limitation, engaging such employee as an independent contractor. Notwithstanding the foregoing, such limitation shall not apply to an employee of either party where such employee's employment has been terminated by the original employing party, or where such employee directly approaches the other party without any offer, enticement or inducement from such other party. In the event of a breach of this provision because the parties acknowledge the difficulty of calculating actual damages in such an event, the breaching party agrees to pay, as liquidated damages and not as a penalty, the sum of $100,000.00 for each employee hired in violation of this subsection.

f. Applicable Law. This REPP LOA shall be construed under and interpreted in accordance with the internal laws of the State of _____.

g. Survival. The indemnification provisions of this REPP LOA shall survive the expiration or termination of this REPP LOA.

h. Successors and Assigns. Neither party may assign its rights or obligations hereunder except to an affiliate or to any entity which acquires all or substantially all the assets and business of either party. Except as set forth in the immediately preceding sentence, this REPP LOA shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

i. Limitation on Liability. Notwithstanding anything else contained in this REPP LOA herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages that may or may not arise out of this REPP LOA, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, in no event shall Wendy's liability to Franchisee with respect to the Project exceed the annual fees paid, or if such liability should be covered by the insurance required to be carried by Wendy's as set forth in this Agreement, the limits of insurance set forth in this REPP LOA for the applicable insurance policy. Further, Franchisor shall not be liable for any violation of laws by Franchisee or its General Contractor, including, by way of example only, failure to adhere to building codes, labor regulations, or stop-work orders or social distancing/stay at home orders or directives and agrees to indemnify and defend Franchisor for any claims, fines, charges or other losses (civil and criminal) if Franchisee allows the Project to proceed in violation. If Franchisor informs Franchisee of any alleged violations, Franchisee agrees to seek separate legal counsel and advice.

j. Litigation Expenses. If there is any litigation between the parties with respect to this REPP LOA or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all its costs and expenses in such litigation, including reasonable attorneys' fees and court costs, from the other party.

k. Taxes. The fees or charges to Franchisee pursuant to this REPP LOA are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"). The parties acknowledge and agree that Wendy's is not intended to be, nor shall it be deemed to be, a "reseller" of any goods or services, and that all transactions or invoices approved by and/or posted by and/or through Wendy's or through Gateway is solely for the convenience of Franchisee. Franchisee shall be directly responsible for determining whether Taxes apply to any transactions arising pursuant to this Agreement and to whom such Taxes are properly payable and shall bear full liability for such Taxes. Any Taxes for which Wendy's believes it is legally obligated to collect from Franchisee with respect to transactions arising pursuant to this Agreement will be separately stated on the applicable invoice provided by Wendy's to Franchisee and shall be due and payable by Franchisee to Wendy's absent receipt of evidence from Franchisee validating Franchisee's exemption from such Taxes. Notwithstanding anything to the foregoing, Franchisee shall bear full responsibility for any tax, interest or penalties imposed by any taxing authority because of Franchisee's failure to timely or completely pay Taxes, to Wendy's or the appropriate taxing authority, on any transactions or payments arising pursuant to this REPP LOA and Franchisee agree to indemnify and defend

Wendy's against for any claims, fines, charges or other losses (civil and criminal) related to such Taxes.

l. Rules of Interpretation. The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of this REPP LOA. Each party agrees that it has been represented by counsel and has participated in the negotiation of this REPP LOA, and this REPP LOA shall not be construed against either party on the theory that such party drafted this REPP LOA. In the event any provision of this REPP LOA shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

m. Force Majeure. Wendy's shall be excused from the performance of any of their obligations, or the performance or pursuit of any items pursuant to the timelines or critical dates declared by Franchisee or its Additional Service Providers or third-parties, for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, local, state/provincial or national emergencies, the inability to obtain any material or services, riots, insurrections, the act or failure to act of the other party due to the any of the conditions in this subsection, adverse weather conditions preventing the performance of work as certified by the general contractor and/or architect, war, pandemic outbreak or other health emergency declared by the World Health Organization, the Center for Disease Control or other applicable governmental health department, or other reason beyond such party's reasonable control, or acts of God; subject to any express provision in this Agreement stating that force majeure shall not excuse a delay. The foregoing shall not excuse the payment of rents or other monetary obligations owed by Franchisee to Wendy's or to a third-party.

n. Authority; Execution. The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this REPP LOA constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements. This REPP LOA may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This REPP LOA may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

If you agree with the requirements described above and provided you have received Wendy's current Franchise Disclosure Document at least fourteen (14) calendar days prior to your execution of this REPP LOA, please sign in the space provided below and return an original signed copy of this REPP LOA to Wendy's c/o The Wendy's Company, One Dave Thomas Blvd., Dublin, Ohio 43017, Attn: Megan Roberts (with an electronic copy of the same to Laura.Stratton@Wendys.com; Megan.Roberts@Wendys.com; and Kelly.Smith@Wendys.com). Additionally, please tender payment on the invoice issued this date on iReceivables for the Real Estate Services Fee $12,500.00 (plus applicable sales taxes).

Upon receipt of the above, Wendy's will proceed with the Real Estate Services. Our team looks forward to working with you on this project and thanks you for your cooperation.

Sincerely,

QUALITY IS OUR RECIPE, LLC

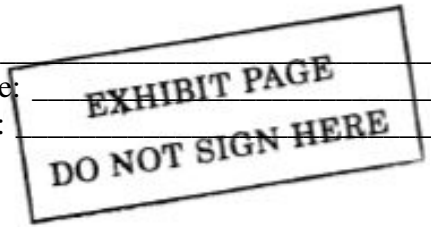
Megan Roberts
Director – Global Real Estate

MR/ks

ACKNOWLEDGED AND AGREED TO BY:
FRANCHISEE:

_____

By:_____
Name: _____
Title: _____



By:_____
Name: _____
Title: _____

_____
_____, Individually

_____
_____, Individually

Exhibit A – General Release of All Claims

Exhibit B – REPP Project Management Agreement and its Exhibits including Preliminary Budget Disclosure and General Release of All Claims)

Exhibit C – Sublease Agreement and its Exhibits including Sublease Guaranty and General Release of All Claims

EXHIBIT N

EXHIBIT A TO REPP LOA

GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective this _____ day of _____, 202_. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company ("**Franchisor**"), to enter into a Franchise REPP Letter of Agreement to be executed contemporaneously herewith, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy's restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

_____ By: _____

Title: _____

EXHIBIT PAGE

DO NOT SIGN HERE

_____ _____

Individually

EXHIBIT N

EXHIBIT B TO REPP LOA

REAL ESTATE PROCUREMENT PROGRAM ("REPP")

PROJECT MANAGEMENT AGREEMENT

THIS REPP PROJECT MANAGEMENT AGREEMENT (this "**Agreement**") is made as of the ____ day of _____, 202__, by and between **QUALITY IS OUR RECIPE, LLC,** a Delaware limited liability company ("**Franchisor**"), and **_____ [List franchisee entities]** (collectively, "**Franchisee**").

W I T N E S S E T H:

WHEREAS, Franchisor and Franchisee have entered into that *REPP Letter of Agreement* dated as of _____, 2021, pursuant to which Franchisee agreed to participate in the REPP with respect to the identification and development of a new Wendy's branded restaurant to be located at _____ and identified as Wendy's Site # _____ (the "Restaurant" or "Restaurant Site");

WHEREAS, as a material condition of the REPP, Franchisee is required to construct the Restaurant at Franchisee's sole cost and expense and retain Franchisor to provide certain project management services with respect to the construction of the Restaurant on the following terms and conditions; and

WHEREAS, the possible budget range has been disclosed within the applicable Franchise Agreement and the Franchise Disclosure Document, and Franchisee has seen and approved the Preliminary Budget Disclosure and understands that the actual resulting budget may vary and that there are no Project termination rights afforded to Franchisee in the event of any material increase in the said budget; and

WHEREAS, Franchisor agrees to provide such services on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the payment hereinafter specified to be made by Franchisee, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

SECTION I. SCOPE OF SERVICES

1.1 Basic Services. Franchisee hereby hires Franchisor and Franchisor hereby agrees that it shall perform the project management services described in **Exhibit A** attached hereto and incorporated herein (the "**Services**") with respect to the construction of the Restaurant (the "**Project**") on the terms and conditions set forth herein. Franchisor shall perform the Services for the Project in accordance with the schedule set forth by Franchisor as determined pursuant to this Agreement and as determined to be appropriate in Franchisor's reasonable judgment based on then-existing circumstances of the Project.

1.2 Additional Service Providers. Franchisee and Franchisor acknowledge and agree that Franchisee will require the services of others outside of Franchisor, including, but not limited to, and by way of example only, architects, space planners, engineers, general contractors, local legal counsel or consultants or permit expeditors, kitchen equipment suppliers, installers and/or other consultants and contractors in connection with the Project ("**Additional Service Providers**"). During the Project, Franchisor may identify the need for and/or recommend to Franchisee that it retain Additional Service Providers to assist with the Project. Franchisee agrees to retain

and use only those Additional Service Providers previously approved by Franchisor or who are otherwise qualified and approved by Franchisor acting in its commercially reasonable discretion. It is expressly agreed and understood that Franchisor shall not be responsible or liable for the engagement or actions of any Additional Service Providers, and all Additional Service Providers shall be engaged directly by Franchisee and shall be compensated solely by Franchisee. In the event Franchisee retains any Additional Service Providers to achieve Franchisee's objectives for such Projects, Franchisor shall maintain a working relationship with such Additional Service Providers in accordance with acceptable industry standards.

SECTION 2. FRANCHISOR'S DUTIES AND STATUS

2.1 Service Standards. Franchisor shall perform the Services with care, skill, and diligence, in accordance with the standards applicable generally to those performing similar services and in accordance with applicable laws, ordinances and regulations. Franchisor agrees to use good faith efforts to perform all services and obligations required under this Agreement and any other agreements entered into by Franchisee which are managed or administered by Franchisor so that each Project is completed within the time schedule as determined by the mutual agreement of Franchisor and Franchisee (with input from Franchisee's General Contractor and any Additional Service Providers) (the "**Schedule**"). The Schedule will be posted and maintained in Franchisor proprietary project management software "**Gateway**". Franchisee agrees to cause its General Contractor and any Additional Service Providers to provide regular updates and communication with Franchisor with respect to the Schedule and with respect to all matters whatsoever with respect to the Project.

2.2 Independent Contractor. Franchisor shall assume all duties under this Agreement as an independent contractor; and in no event shall this be considered an agreement of employment, franchise, partnership or agency. Franchisee shall have no control or supervision over the particular manner or method by which Franchisor accomplishes the performance of the Services, such matters being in the exclusive charge and control of Franchisor. Franchisor shall be solely responsible for all wages and benefits owed to its employees, and Franchisee shall have no obligation with respect thereto.

2.3 Construction Manager. Franchisor shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement. Franchisor shall designate an employee of it or any one of its affiliates as the construction manager (the "**Construction Manager**") for the Project, and may reassign such personnel or designate additional personnel, in Franchisor's sole discretion, as it deems necessary, to perform the Services for the Project. The Construction Manager Services through completion of the Project. Upon request, Franchisor will provide to Franchisee, or its designee, a summary of the professional qualifications of the designated Construction Manager.

SECTION 3. COMPENSATION

3.1 Project Fee. Franchisor shall be paid a fee in the amount of Thirty-Five Thousand and no/100 ($35,000.00) (the "**Project Fee**") for performing the Services for the Project on the terms set forth in Section 3.3 below. The Project Fee is due and payable in advance upon execution of this Agreement.

3.2 Expenses. Notwithstanding the foregoing and the Project Fee set forth above, any out-of-pocket expenses (the "**Reimbursables**") incurred by Franchisor in connection with Project, including, but not limited to, travel expenses, are excluded from the Project Fee for Project and shall be reimbursed by Franchisee separately within thirty (30) days of Franchisee's receipt of an invoice for such out-of-pocket expenses. Travel expenses shall be charged and managed in accordance with Franchisor's current travel policy guidelines, as may be modified from time to time. Franchisee acknowledges that Franchisee has received Franchisor's current travel policy.

3.3 Terms of Payment. The Project Fee shall be due and payable prior to or as of the date of this Agreement. Thereafter, Franchisor may elect issue monthly or periodic invoices for any Reimbursables and/or

Additional Services and/or any other amounts then due (collectively, "**Amounts Due**") under this Agreement in excess of the Project Fee. In addition to the monthly or periodic billings, upon substantial completion of the Project (the "**Turnover Date**"), Franchisor will issue an invoice for any known the Amounts Due which shall be immediately due and payable to Franchisor and paid no later than the Restaurant Open Date. Within ninety (90) days after the Turnover Date or as soon as practical thereafter, Franchisor will issue a final invoice to Franchisee for the balance, if any, of any unpaid or remaining Amounts Due. Other than any invoice issued on the Turnover Date which may be due sooner than thirty (30) days after receipt, all invoices shall be due and payable by Franchisee to Franchisor within thirty (30) days of receipt by Franchisee of each Franchisor invoice. All other payments due from one party to the other under this Agreement shall be due and payable thirty (30) days following receipt of written demand therefor. Delinquent payments hereunder shall earn interest from the date due until paid at the lesser of: (i) the rate of one percent (1%) per month (i.e.: 12% per annum) or (ii) the maximum rate permitted by law. Franchisee shall reimburse Franchisor for attorneys' fees and other expenses reasonably incurred by Franchisor related to or arising out of the collection of any late payments.

3.4 Adjustments to Project Fee. If the scope of the Project increases beyond that contemplated in **Exhibit A** or should the completion of the Project be delayed through no fault of Franchisor or should a change be made in the Project which does not increase the scope or duration of the Project, but which requires an increase in Franchisor personnel committed to the Project, then the Project Fee for such Project will be increased as is reasonably agreed between the parties.

3.5 Additional Services. If either party determines that any services not included in the Services described in **Exhibit A** are required in connection with the Project ("**Additional Services**"), such party shall give prompt notice to the other party. If Franchisee desires Franchisor to perform the Additional Services and Franchisor agrees, the parties shall enter into a modification to this Agreement substantially in the form of **Exhibit B** attached hereto and made a part hereof which shall provide for performance by Franchisor of the Additional Services and any increase in the Project Fee for such Project as a result thereof. In no event shall (i) Franchisor be required or authorized to perform any Additional Services, or (ii) the Project Fee be increased in connection with Additional Services, unless the parties have agreed in writing to such Additional Services and any increase in the Project Fee.

3.6 Project Budget. The CM shall prepare, or has prepared, that *Preliminary Budget Disclosure* to be provided to and executed by the Franchisee, as shown in the form of **Exhibit C** attached hereto and made a part hereof. A signed copy shall be maintained in Gateway. Franchisee acknowledges and agrees that the possible budget range has been disclosed within the Franchise Agreement and the Franchise Disclosure Document, and Franchisee has seen and approved the Preliminary Budget Disclosure and understands that the actual resulting budget may vary and that there are no Project termination rights afforded to Franchisee in the event of any material increase in the said budget.

SECTION 4. INDEMNIFICATION

4.1 Franchisor's Indemnity. Franchisor shall defend, indemnify and hold harmless Franchisee, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders and agents of each from any and all losses, liabilities, costs and expenses, including without limitation reasonable attorney's fees, reasonable expert witness fees and court costs, arising out of claims by third parties and sustained or incurred by or asserted against Franchisee by reasons of or arising out of Franchisor's gross negligence, intentional misconduct or omissions, fraud in connection with this Agreement or any Project or Services or any material breach of this Agreement.

4.2 Franchisee's Indemnity. Franchisee shall defend (with counsel reasonably acceptable to Franchisor), indemnify and hold harmless Franchisor, its subsidiaries and affiliates and the employees, partners, officers, directors, members, shareholders, contractors and agents of each from and against all losses, liabilities, costs and

expenses, including without limitation reasonable attorney's fees, reasonable expert witness fees and court costs incurred for any reason and arising out of claims by third parties in connection with this Agreement, any Project or Services, to the extent such claims relate to Franchisor duties or obligations that are within the scope of this Agreement and are in compliance with applicable laws, codes, ordinances, rules and regulations, except to the extent such claims arise out of Franchisor's gross negligence, intentional misconduct or omissions, fraud in connection with this Agreement, any Project or Services, or any material breach of this Agreement by Franchisor.

Franchisee shall execute and deliver to Wendy's the *General Release of All Claims* in the form attached hereto and made a part hereof as **Exhibit D**.

SECTION 5. INSURANCE

5.1 Franchisor's Insurance. During the term of this Agreement, Franchisor shall carry the following insurance, at its own expense:

(a) Worker's Compensation and Employer's Liability: coverage in accordance with the statutory requirements in all states and/or provinces in which the Franchisor conducts operations and including Employer's Liability coverage with limits not less than $500,000 bodily injury, each accident or disease.

(b) Commercial General Liability Insurance: $1,000,000 each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, $1,000,000 product liability aggregate.

(c) Business Automobile Liability: $1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Franchisor.

The foregoing policies are collectively referred to as "**Franchisor's Policies**." Upon request, Franchisor shall provide Franchisee with certificates of insurance evidencing Franchisor's Policies within fifteen (15) days of such request.

5.2 Franchisee's Insurance. During the term of this Agreement, Franchisee shall carry such coverages types and in such minimum coverage amounts as set forth in further detail in the applicable Franchise Agreement and in the *Minimum Insurance Requirements* and insurance guidelines, as amended from time-to-time, as the same are amended from available on WeConnect (and in addition to any requirements under the Sublease and/or Prime Lease, including but not limited to the obligation to name such additional insureds as further specified in such agreements), including, but not limited the following insurance, at its own expense:

(a) Commercial General Liability: $1,000,000 each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, $1,000,000 product liability aggregate. Coverage shall be written on an occurrence basis, on ISO form CG-00-01-04-13 or its then substantial equivalent. For claims arising out of or in any way related, directly or indirectly, to the Franchise Agreement, the Premises, its occupancy or the operation of the Restaurant, the policy shall name The Wendy's Company, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees (collectively, for purposes of reference to said policies, "**Wendy's**") as additional insureds, provide coverage on a primary basis, and not contributory with or excess over any other insurance or self-insurance available to the Wendy's, provide cross-liability coverage consistent with standard ISO form separation of insureds clause, and shall be endorsed with ISO Form CG-24-04, "Waiver of Transfer of Right of Recovery Against Others to Us," or the substantial equivalent. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. There shall be no exclusion, limitation, or endorsement in the policy, other than those standard exclusions and limitations inherent to

the aforementioned ISO form, that serves to restrict or limit additional insured status, contractual liability, or products liability.

(b) Property: Special Form, All-Risk Property Insurance, on a replacement cost basis, to the full value of the Restaurant and all Franchisee improvements in or about the Premises. Coverage shall include business interruption for a period not less than 12 months from the date of any loss or damage. Franchisee may carry such insurance under a blanket policy, provided such policy includes coverage for the Restaurant and Premises equivalent to that which would be available under a separate policy. Coverage shall include a waiver of subrogation in favor of Wendy's and shall name Wendy's an additional interest and loss payee in accordance with Wendy's interests. In addition to the foregoing: Franchisee will provide (or will cause its General Contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.

(c) Business Automobile Liability: $1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Franchisee, in any way related, directly or indirectly, to the Franchise Agreement, the Premises, or occupancy or operation of the Restaurant. Coverage shall be written on ISO Form CA-00-01, or a form providing equivalent liability coverage. The policy shall apply to "Any Auto" including without limitation all owned, non-owned, hired, rented, leased or borrowed motor vehicles and all mobile equipment used by Franchisee and shall provide cross-liability coverage as provided under standard ISO forms separation of insureds clause.

(d) Umbrella Excess Liability: $2,000,000 each occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. The policy shall recognize Wendy's, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees as additional insureds and provide coverage for the interests of Wendy's on a primary or first excess basis, and not contributory with or excess over any other insurance or self-insurance available to Wendy's. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The policy shall be in a following form or a form at least as broad as the required underlying policies.

(e) Cyber Risk: Including coverage for claims arising out of or related to (1) investigation of an actual or alleged security failure, privacy event, security breach or other related incident, including but not limited to forensic services, legal counsel and breach coaching services, breach response and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (2) business income/business interruption/extra expense; (3) digital and data asset protection and restoration; (4) network security & consumer privacy liability; (5) regulatory defense and indemnification, including fines and assessments; (6) multimedia liability; (7) cyber extortion, including but not limited to the use of ransomware or other malware to compromise Franchisee's systems; and (8) social engineering or other forms of electronic manipulation that result in covered loss. The policy shall include limits not less than $1,000,000 each claim and shall be endorsed to name Wendy's an additional insured.

(f) Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in all states and/or provinces in which the Franchisee conducts operations and including Employer's Liability coverage with limits not less than $500,000 bodily injury, each accident or disease. If Franchisee utilizes a program of self-insurance, a Certificate of Authority from the state is required, along with a policy of Excess Worker's Compensation insurance in excess of the self-insured limit and including Employer's Liability, each with limits not less than $500,000 bodily injury, each accident or disease. The policy shall provide a waiver of subrogation in

favor of Wendy's. Depending on the corporate structure of your business, the Franchisee entity may not be the appropriate carrier of Worker's Compensation or Employer's Liability coverage. In this case, Franchisee may satisfy this requirement by causing it appropriate affiliated entity to carry such coverage(s).

The foregoing policies are collectively referred to herein as the "**Franchisee Policies**."

Further with regard to each of the aforementioned insurance policies:

1. Each policy shall be underwritten by a duly licensed and admitted insurance carrier with a current minimum A.M. Best Rating of A- VIII or the substantial equivalent rating provided by Fitch, Standard & Poor's, or Moody's.

2. Franchisee shall provide Wendy's with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.

3. There shall be no deductible or self-insured retention in excess of $50,000 maintained by Franchisee with respect to any of the foregoing insurance, without Wendy's prior written approval. All deductibles, self-insurance and premiums associated with the required insurance shall be the responsibility of the Franchisee. With regard to liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, that remain within deductibles or self-insured retentions, Franchisee agrees to assume obligations that would otherwise have existed on the part of an insurer to an additional insured.

4. Franchisee shall deliver, or cause to be delivered to Franchisee, on or prior to the effective date of the Franchise Agreement and thereafter, not more than ten (10) days after the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.

When requested by Wendy's, Franchisee shall provide true and complete copies of insurance policies to Wendy's within ten (10) full business days of any such request.

Should Franchisee fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Wendy's, at its option, but without obligation to do so, may, upon five days' notice to Franchisee, cure such failure, and any sums so expended by Wendy's, together with Wendy's reasonable administrative expense in connection therewith, shall thereafter be due from and payable by Franchisee.

Neither the approval, disapproval or failure to act by Wendy's regarding any document reflecting insurance on behalf of Franchisee, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Franchisee of full responsibility or liability for damages and accidents as set forth herein.

5.3 Mutual Waiver. All property damage insurance policies required of each of the parties hereunder shall contain appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies; and each party waives any claims against the other party for any damage to its property.

SECTION 6. LIMITATION OF FRANCHISOR'S SERVICES

6.1 Technical Matters. Franchisor shall assist Franchisee in the evaluation of regulatory requirements related to each Project including zoning ordinances, public facilities requirements, accessibility and other

requirements of the jurisdiction in which each Project is located ("**Technical Matters**"). In addition, Franchisor shall advise and make recommendations to Franchisee as to experts to use for Technical Matters and shall coordinate the work of such experts with that of the other consultants, contractors, suppliers and service providers working on each Project in accordance with Section 1.2 above. Notwithstanding the foregoing, Franchisee acknowledges that Franchisor is not an expert in and is not responsible or liable for Technical Matters, and Franchisee shall rely solely on the judgments of the experts Franchisee hires with respect to such Technical Matters.

6.2 No Guaranties. Franchisee acknowledges and agrees that Franchisor's obligation under this Agreement is to use commercially reasonable efforts to cause each Project to be completed in accordance with plans and specifications, preliminary budget and schedules presented to Franchisee, including prior to the Effective Date or Authorization Date of any Project, but that Franchisor shall not be deemed to have given any guaranty or warranty that any of the foregoing can be accomplished and notwithstanding anything in this Agreement shall not be liable for the errors, omissions or breaches of contract by any other party providing goods or services to any Project, including the architect and general contractor for any Project. Franchisor, however, shall promptly notify Franchisee when it reasonably anticipates that a Project cannot be constructed in accordance with the plans and specifications, preliminary budget and schedules presented to Franchisee.

SECTION 7. TERMINATION

7.1 Limited Right to Terminate. In the event of any willful misconduct or gross negligence on the part of Franchisor or in the event of a material default by Franchisor under this Agreement, if such default has not been cured within fourteen (14) days after written notice to Franchisor (or, to the extent that such default is not capable of cure within said fourteen (14) days, Franchisor has taken commercially reasonable steps to commence cure of such alleged default), Franchisee shall have the right to terminate this Agreement. Franchisor reserves the right to terminate this Agreement immediately in the event of a material default hereunder or under any Franchise Agreement or Sublease by Franchisee if such default has not been cured within ten (10) days after written notice to Franchisee.

7.2 Payment Upon Termination. In the event of the early termination of this Agreement for any reason, Franchisor shall be entitled to retain all or a proportionate share of the Project Fee as compensation for all services and Reimbursables and any Additional Services performed up to the Project termination date. Further, Franchisee shall promptly pay to Franchisor any additional amounts accrued through such termination date for any Reimbursables and/or Additional Services and/or any other amounts, if any, due under this Agreement in excess of the Project Fee. Any balance of the Project Fee remaining thereafter shall be applied first as a credit towards any other fees and expenses that Franchisee may then owe Franchisor with respect to any other Project, Franchisor branded restaurant or under any other Franchise Agreement, and, with respect to any balance left over, at the option of Franchisee held towards a future Project or refunded by check.

7.3 Evidence of Succession Plan. Franchisee shall provide with evidence satisfactory to Franchisor, in its commercially reasonable discretion, that the Project has been reassigned to another approved construction manager or Additional Service Provider(s). If Franchisee elects to manage the Project itself, that Franchisee shall provide evidence that it has suitable personnel or resources to successfully complete the Project to Franchisor standards and in accordance with the obligations under the Franchise Agreement and within the terms and conditions contained in the applicable Lease and/or Sublease.

SECTION 8. NOTICES

8.1 Address for Notices. The addresses of Franchisee and Franchisor for service of any notices and reports hereunder shall be respectively as follows:

Franchisor:	Franchisee:
Quality Is Our Recipe, LLC	_____
One Dave Thomas Blvd.	_____
Dublin, OH 43017	_____
Attention: Regional Construction Director	
with a copy to:	with a copy to:
Quality Is Our Recipe, LLC	_____
One Dave Thomas Blvd.	_____
Dublin, OH 43017	_____
Attention: Legal Department	
(Real Estate Site #_____)	

8.2 Delivery of Notices. Any notice required or permitted to be given hereunder shall be hand delivered, sent by nationally recognized delivery service, or sent by registered mail, return receipt requested, to Franchisee or Franchisor at its respective address shown above. Any such notice shall be deemed to have been received by the party to whom it is addressed on the date and at the time it is so delivered, or upon refusal of such delivery.

SECTION 9. MISCELLANEOUS

9.1 Confidentiality. Except as may be required by any governmental entity having jurisdiction over either of the parties, and except as may be necessary to perform services hereunder, each party to this Agreement shall not disclose to any third party any confidential information that either party makes available to the other, including the information relating to each Project or the terms of this Agreement. Each party agrees to limit access to any such information to those employees and representatives reasonably requiring such access for purposes of providing the Services and shall request that its employees and representatives maintain the confidentiality of such information in accordance with the terms hereof.

9.2 Complete Agreement; Amendments. This Agreement and all Exhibits attached hereto, which are incorporated herein by this reference, contain the entire agreement between Franchisee and Franchisor and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

9.3 No Partnership. Nothing contained in this Agreement or in any of the contract documents relating to any Project shall be deemed or construed by the parties hereto or by any third person to create the relationship of partnership or joint venture. Franchisor is entering into this Agreement solely as a contractor for Franchisee and both parties acknowledge that no fiduciary or franchise relationship exists between Franchisee and Franchisor by virtue of this Agreement.

9.4 Publicity and Confidential Information. Franchisor and Franchisee shall not publicize its involvement in the specific work contemplated by this Agreement or supply any person with information concerning this Agreement, any Projects, or without prior written approval of the other party except where necessary to carry out the obligations under this Agreement. Franchisee shall not use or supply to any third person (or shall cause any of its contractors, agents or employees not to use or supply) any information relating to any manufacturing process or any trade secrets of Franchisor which the Franchisee may have acquired in any of the Projects under this Agreement.

9.5 Non-Solicitation. Franchisee and Franchisor agree not to, without the prior written consent of the other party, directly or indirectly, make any offers, enticements or inducements to cause any employee of the other

party (while such employee is employed by such other party and for a period of one (1) year after the completion of any Project) to leave the employ of such other party and to enter into employment with the enticing party, including without limitation, engaging such employee as an independent contractor. Notwithstanding the foregoing, such limitation shall not apply to an employee of either party where such employee's employment has been terminated by the original employing party, or where such employee directly approaches the other party without any offer, enticement or inducement from such other party. In the event of a breach of this provision because the parties acknowledge the difficulty of calculating actual damages in such an event, the breaching party agrees to pay, as liquidated damages and not as a penalty, the sum of $100,000.00 for each employee hired in violation of this Section 9.5.

9.6 Applicable Law. This Agreement shall be construed under and interpreted in accordance with the internal laws of the State of _____.

9.7 Survival. The provisions of Sections 3, 4, 5, 7, 8 and 9 of this Agreement shall survive the expiration or termination of this Agreement.

9.8 Successors and Assigns. Neither party may assign its rights or obligations hereunder except to an affiliate or to any entity which acquires all or substantially all the assets and business of either party. Except as set forth in the immediately preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

9.9 Limitation on Liability. Notwithstanding anything else contained in this Agreement herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages that may or may not arise out of this Agreement, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, in no event shall Franchisor's liability to Franchisee with respect to each Project exceed the annual fees paid, or if such liability should be covered by the insurance required to be carried by Franchisor as set forth in this Agreement, the limits of insurance set forth in this Agreement for the applicable insurance policy. Further, Franchisor shall not be liable for any violation of laws by Franchisee or its General Contractor, including, by way of example only, failure to adhere to building codes, labor regulations, or stop-work orders or social distancing/stay at home orders or directives and agrees to indemnify and defend Franchisor for any claims, fines, charges or other losses (civil and criminal) if Franchisee allows the Project to proceed in violation. If Franchisor informs Franchisee of any alleged violations, Franchisee agrees to seek separate legal counsel and advice.

9.10 Litigation Expenses. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all its costs and expenses in such litigation, including reasonable attorneys' fees and court costs, from the other party.

9.11 Taxes. The Project Fees and any other fees or charges to Franchisee pursuant to this Agreement are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"). The parties acknowledge and agree that Franchisor is not intended to be nor shall it be deemed to be, a "reseller" of any goods or services, and that all transactions or invoices approved by and/or posted by and/or through Franchisor or through Gateway is solely for the convenience of Franchisee. Franchisee shall be directly responsible for determining whether Taxes apply to any transactions arising pursuant to this Agreement and to whom such Taxes are properly payable and shall bear full liability for such Taxes. Any Taxes for which Franchisor believes it is legally obligated to collect from Franchisee with respect to transactions arising pursuant to this Agreement will be separately stated on the applicable invoice provided by Franchisor to Franchisee and shall be due and payable by Franchisee to Franchisor absent receipt of evidence from Franchisee validating Franchisee's exemption from such Taxes. Notwithstanding anything to the

foregoing, Franchisee shall bear full responsibility for any tax, interest or penalties imposed by any taxing authority because of Franchisee's failure to timely or completely pay Taxes, to Franchisor or the appropriate taxing authority, on any transactions or payments arising pursuant to this Agreement and Franchisee agrees to indemnify and defend Franchisor against for any claims, fines, charges or other losses (civil and criminal) related to such Taxes.

9.12 Rules of Interpretation. The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of this Agreement. Each party agrees that it has been represented by counsel and has participated in the negotiation of this Agreement, and this Agreement shall not be construed against either party on the theory that such party drafted this Agreement. In the event any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

9.13 Term; Increases. This Agreement shall remain in full force and effect until the completion of the Project. If the Project becomes dormant for more than eighteen (18) months, this Agreement shall, at the option of Franchisor, be terminable or subject to revision with respect to the applicable Project Fee if and when such Project is revived.

9.14 Force Majeure. Franchisor shall be excused from the performance of any of their obligations, or the performance or pursuit of any items pursuant to the timelines or critical dates declared by Franchisee or its Additional Service Providers or third-parties, for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, local, state/provincial or national emergencies, the inability to obtain any material or services, riots, insurrections, the act or failure to act of the other party due to the any of the conditions in this subsection, adverse weather conditions preventing the performance of work as certified by the general contractor and/or architect, war, pandemic outbreak or other health emergency declared by the World Health Organization, the Center for Disease Control or other applicable governmental health department, or other reason beyond such party's reasonable control, or acts of God; subject to any express provision in this Agreement stating that force majeure shall not excuse a delay. The foregoing shall not excuse the payment of rents or other monetary obligations owed by Franchisee to Franchisor or to a third-party.

9.15 Authority; Execution.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

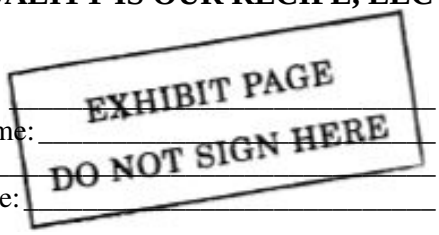
This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

EXHIBIT N

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FRANCHISOR

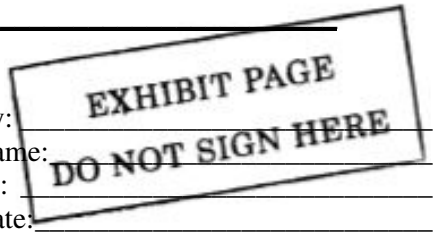
QUALITY IS OUR RECIPE, LLC



By: _____
Name: _____
Its: _____
Date: _____

FRANCHISEE

_____



By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT N

EXHIBIT A TO REPP FDP

PROJECT MANAGEMENT SERVICES SCOPE OF WORK

Franchisor shall assign the Construction Manager, and additional personnel if necessary, to perform the Basic Services (the "**Services**") described in this Exhibit, as determined to be appropriate in Franchisor's reasonable judgment based on then-existing circumstances of the Project and evidenced by a Project Authorization. It is not required that the Services be performed in the order in which they are described. The Services listed below facilitate the planning, permitting, bidding, and remodel or new build construction of a Wendy's restaurant; however, the list is not exhaustive.

The Contract: The Contract is the agreement between the Franchisee and the General Contractor (sometimes hereinafter referred to as "**GC**") for the performance of the Remodel or New Build in accordance with the Contract Documents (the "**Contract Documents**", a schedule of and copies of each will be provided to the Construction Manager and attached hereto). Modifications to the Contract must be made in accordance with the Contract Documents. The Contract Documents do not and shall not be construed to create any relationship, contractual or otherwise, between the Franchisee and any Subcontractor, Sub-subcontractor or Materialmen.

Duties and Responsibilities: The Construction Manager shall represent the Franchisee regarding the Contract and regarding activities at the construction site. All communications to the General Contractor shall be through the Construction Manager. The Construction Manager is not responsible for the acts or omissions of the General Contractor nor is the Construction Manager responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the site. The Construction Manager shall always have access to the Project site.

Interpretations: Upon request by the General Contractor, the Construction Manager shall render written interpretations of the Contract Documents and shall, in the first instance, be the judge of the performance thereunder by the General Contractor. The Construction Manager shall promptly answer all written questions regarding the meaning of the Contract Documents and regarding the performance thereof by the General Contractor. All such questions shall be answered in writing by the Construction Manager. No oral interpretation shall be binding on the Franchisee.

A. Design Phase

1. Project Schedule. The Construction Manager ("**CM**") shall prepare a preliminary Project schedule including the following phases: due diligence, design, approval, entitlements, permitting, bidding, construction, and restaurant re-open / open date. The CM is responsible for maintaining a current schedule and updating the milestones in Gateway on at least a weekly basis.

2. Site Investigation Report ("**SIR**"). The CM shall be responsible to have an SIR completed. This will be outsourced to an approved Additional Service Provider selected by Franchisor. *NOTE: The cost of the SIR is borne by Franchisor directly and was funded as part of the Real Estate Services Fee paid in connection with the REPP LOA.*

3. Additional Service Provider Selection. The CM will provide Franchisee with a list of approved Additional Service Providers (including, by way of example only, architectural and engineering firms) which Franchisor has deemed without warranty to be qualified under Franchisor current construction programs. If the Franchisee would like to use a resource that is not currently approved, the CM will interview the potential resource to determine if they are acceptably qualified to become an approved Additional Service Provider. Franchisor retains the sole and absolute discretion in determining whether a potential Additional Service Provider is acceptably qualified to be engaged on the Project and the decision of Franchisor assigned Director of Regional Construction approving

or disapproving a potential Additional Service Provider for the Project shall be binding upon the Franchisee.

4. Additional Service Provider Orientation. The CM shall conduct an orientation session with each approved Additional Service Provider during which such Additional Service Provider will receive information regarding Franchisor's architectural standards, image, program information, the Project, including the Project Scope, construction schedule and other key timelines, budget, Gateway, and Franchisor's and Franchisee's administrative requirements.

5. Additional Service Provider Proposals. The CM shall solicit and evaluate proposals from the selected, approved Additional Service Provider upon direction from the Franchisee. The CM shall review the proposals for adherence to the project schedule and project budget for design services. The CM will make recommendations to the Franchisee with respect to all Additional Service Provider proposals, however, the engagement and contracts to retain such Additional Service Provider shall be negotiated by and executed by Franchisee directly with all Additional Service Providers.

6. Project and Construction Budget: The CM shall manage the budget using Gateway.

7. Design Phase - Architect: At the start of the design phase, the CM will schedule a design meeting including the selected Architect, and the Franchisee. The CM shall review the design schedule, budget, and design intent to complete the project with the Project Schedule. The CM shall monitor the Architect's progress with the Project Schedule. Using Gateway, the CM shall coordinate and expedite the flow of information between the Franchisee, the Architect, and others, as necessary.

8. Landlord Approval / Third Party Investigation / approval: Provided that Franchisor's affiliate is the Landlord or Sublandlord on a Project, Franchisor shall coordinate and perform all lease related due diligence (title, survey, Phase I and II environmental) to its sole and absolute satisfaction and on behalf of Franchisee, with the actual costs related thereto a Franchisee pass-thru expense. With respect to any governmental site plan approvals, permits, landlord and third-party approvals (if any), such work shall be coordinated by Franchisor directly with such governmental agencies or entities, landlord and third parties (if any) and Franchisee agrees to pay for all costs and expenses (including, but not limited to, local counsel fees and expenses i.e., for zoning variances, etc.) and to pay for all approval or review fees or expenses for such reviews.

9. Progress Meetings: The CM shall conduct regularly scheduled, as required, attended by the applicable Additional Service Providers and the Franchisee, as appropriate. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress.

10. Plan Review: The CM shall review the Architect's preliminary site plan, floor plan, demolition and building interior and exterior elevations to ensure they are in keeping with Franchisor's image standards, design intent, while reflecting the reasonable ability to remain within budget and obtain governmental approval for entitlements and building permits. The CM will coordinate with the Wendy's Design Manager for U.S. Implementation (the "**Design Manager**") to obtain an official approval of the proposed seating plan, and elevations.

11. Image Approval: The CM shall obtain approval from Wendy's Design Manager prior to the Architect or CM agreeing to deviations desired by local agencies or Franchisee from prototype standards or image standards. The CM shall coordinate with Wendy's Design Manager and the Architect to develop various cost-effective alternatives.

12. Approvals by Regulatory Agencies: Following receipt of Franchisee's approval and of Franchisor approval of the proposed architectural drawings and plans and provided all necessary non-

governmental third-party approvals have been obtained (at least preliminarily), the CM shall coordinate with the Architect to have the necessary documents transmitted to the regulatory agencies per local requirements for initial or preliminary regulatory reviews. The CM shall advise the Franchisee of potential problems resulting from such reviews and suggested solutions to obtain the required entitlements and reviews.

13. Utility Account Application / Disconnection / Engineering Design: The CM shall make, on behalf of the Franchisee, the application for new utility services (water, sewer, electricity/hydro, gas, storm sewer, telephone, high speed internet, etc.) or disconnection for a scrape and rebuild project in coordination with the Architect and Engineer, Wendy's technology team and Franchisee.

14. Impact Fees: The CM shall analyze and make strategic recommendations in conjunction with the Architect and Engineer on the use of outside consultants and services to minimize or eliminate Impact Fees including but not limited to Traffic Impact Fees, Development Fees, or other fees imposed by government agencies linked to the Project. Notwithstanding anything to the contrary, the Franchisee is responsible for all Impact fees, tap fees, or other development charge.

15. Building Permits / Sign Permits: The CM shall commence and monitor the building permit process with architectural firm or a permit expeditor. The CM shall commence and monitor the sign permit process with the sign company. Provide documentation of any required image deviation required by local municipality to the Franchisee and Wendy's management for review and approval. CM and/or architect responsible to attend municipality meetings/hearings, as required.

B. Construction Phase

1. Construction Drawings: The CM shall provide a cursory review and provide comments regarding draft construction documents prepared by the applicable Additional Service Providers. The CM shall conduct a meeting with the applicable Additional Service Providers and the Franchisee to review the construction drawings for accessibility, image, coordination between civil and architectural drawings, coordination between owner supplied equipment and architectural and engineering drawings.

2. Project Cost Estimate: The CM shall prepare, or has prepared, a Preliminary Budget as set forth in the ***Preliminary Budget Disclosure*** to be provided to Franchisee prior to CAPCOM initial approval, if practical, and a copy thereof posted in Gateway and shall be deemed incorporated into the ***Project Management Agreement***.

3. Project and Construction Budget Revision: The CM shall give periodic updates to the budget in Gateway and make recommendations to the Franchisee concerning any revisions to the Project and Construction budget that may result from the proposed design changes.

4. Bidder's Interest Notification: The CM shall conduct a telephone and electronic campaign to attempt to increase interest among qualified bidders approved by Franchisor. The CM will make best faith efforts to include a minimum of four (4) bidders on each bid event to achieve three (3) competitive bids on each Project. Negotiated, single sourcing of a materially large portion of any Project is not encouraged and may require special approval by the CM and/or Franchisor.

5. Bid Documents: The CM shall expedite the delivery of Bid Documents to the pre-approved bidders. The CM shall update the standard bid documents and post them on Gateway in the appropriate folder along with the final and approved set of Construction Documents (sometimes hereinafter referred to as "CD") from the Architect. The CM is responsible for ensuring the CD set

is coordinated with owner supplied equipment and reflects the most recent design changes along the required modifications agreed to obtain entitlements and building permits.

6. Pre-Bid Conference: The CM, or other engineering personnel designated by Franchisor, shall conduct a pre-bid conference with all potential bidders the Architect, and the Franchisee. These conferences shall be forums for the CM or CM's designee, Architect, and the Franchisee, as appropriate, to explain the project requirements to the bidders including information concerning schedule requirements, time and cost control requirements, access requirements, contractor interfaces, administrative requirements, and other technical information. The CM is responsible for coordinating the pre-bid meeting with the Franchise Operations team to minimize disruption to the restaurant. The CM is responsible for notifying and enforcing that the Contractors and their subcontractors are not allowed access to the restaurant for review and inspection of the building at any time except the Pre-Bid Conference.

7. Bidders Request for Information: The CM shall coordinate the response to RFI's with the Architect. All responses shall take the form of a bid clarification addendum issued by the CM. The CM is responsible for determining if an architect bulletin is required to respond to the RFI.

8. Design Bulletin: The CM shall receive from the Architect a copy of all proposed Design bulletins. The CM shall review the bulletins for constructability, for effect on the Project and Construction Budget, scheduling, construction time impacts, and for consistency with the related provisions as documented in the Bid Documents. The CM is responsible for communicating any design change bulletins issued by the architect during the bidding process using Gateway. The CM is empowered to delay a design change bulletin recommended by the architect and incorporating the change as a Change Order after the bids are received.

9. Bid Opening and Recommendations: The CM shall use Gateway to receive and open sealed bids for the GC. The CM shall evaluate the bids for responsiveness and price. The CM shall make recommendations to the Franchisee concerning the acceptance or rejection of individual or all bids.

10. Bid Leveling – Bid Qualification: The CM shall conduct a detailed review of the bids to qualify them and determine that all applicable scope is included. The CM shall not negotiate the bids but identify scope issues that may have been missed or identified by individual bidders.

11. General Contractor Notification: The CM shall notify the unsuccessful bidders through Gateway notifications upon direction by the Franchisee that the Project is fully approved. The CM shall notify the winning bidder that they may be awarded the project upon providing the required proof of insurance, the necessary bonds if required, execution of the contract, and completion of other required administrative items.

12. Construction Contracts: The CM shall assist the Franchisee with the required General Contractor and Project information to have the construction contract prepared. The CM is responsible for ensuring that no work is commenced at the site without a fully executed Construction Contract and official release from the Franchisee.

13. Notices of Commencement: The General Contractor is responsible for preparing the Notice of Commencement documents, where required by a state.

14. Purchase Order – Construction Contract – Owner Supplied Materials: Upon full funding approval of the project and construction contract execution by the Franchisee, the CM shall coordinate with the Franchisee to have Purchase Order issued to the Contractor for the construction contract. The CM and CM support team is responsible for assembling all quotes and coordinating with the Franchisee administrative team to issue the Pos for all contractual obligations.

15. Pre-Construction Meeting: The CM shall conduct a Pre-Construction meeting with the Contractor, Architect, and the Franchisee team during which the CM shall review the Project scope, schedule, reporting procedures, and other requirements for performance of the Work.

16. Permits, Bonds, and Insurance: The CM shall make commercially reasonable effort to verify that the General Contractor has provided evidence that required permits, bonds, and insurance have been obtained and posted to Gateway. Such action by the CM does not relieve the General Contractor or Franchisee of its responsibility to comply with the provisions of the Contract Documents.

17. On-Site Management and Construction Phase Communication Procedures: The CM shall establish and implement coordination and communication procedures between the General Contractor, Architect and the Franchisee including weekly meetings, weekly photograph uploading to Gateway, and construction site inspections. The CM is not expected to be on-site on a daily or weekly basis. CM will rely on GC superintendent to be on site daily and report to CM. Nothing in this Section 16 shall imply how often the CM is required to be on site.

18. Contract Administration Procedures: The CM shall establish and implement procedures, for reviewing and processing requests for information (RFI); interpretations of the Contract Documents; shop drawings, samples and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and maintenance of logs. The CM shall be the party to whom all such information shall be submitted.

19. Review of Requests for Information, Shop Drawings, Samples, and Other Submittals: The CM shall examine the General Contractor's requests for information, shop drawings, samples, and other submittals, and Architect's reply other action concerning them, to determine the anticipated effect on compliance with the Project requirements, the Project and Construction Budget, and the Project Schedule. The CM shall forward to the Architect for review, approval, or rejects, as appropriate, the request for clarification or interpretation, shop drawings, sample, or other submittal, along with the CM's comments. The CM's comments shall relate to design, image considerations in addition to cost, scheduling and time of construction, and clarity, consistency, and coordination in documentation.

20. Utility Service / Coordination: The CM shall assist the Franchisee in coordinating the utility disconnection and connection with the Contractor and applicable utility service providers, including but not limited to, water, sewer, electricity, storm sewer, telephone and other utilities as identified in the Construction Plans. Franchisee responsible to approve/execute any utility easements.

21. Minor Variations in the Work: The CM may authorize minor variations in the Work from the requirements of the Contract Documents that do not involve an adjustment in the Contract price or time, and which are consistent with the design intent and the overall intent of the Contract Documents. The CM shall provide to the Architect copies of such authorizations.

22. Change Orders: All proposed Change Orders initiated changes shall be described in detail by the GC. The request shall be accompanied by drawings and specifications prepared by the Architect. In response to the change request proposal the General Contractor shall submit to the CM for evaluation detailed information concerning the price and time adjustments, if any, as may be necessary to perform the proposed work. The CM shall review the General Contractor's proposal, shall discuss the proposed change order with the Contractor, endeavor to minimize any impact to the Project Budget or Schedule, and determine the Contractor's basis for the price and time proposed to perform the changed Work prior to seeking approval from the Franchisee. Notwithstanding the foregoing, Franchisee hereby grants CM the right to approve Change Orders of up to $5,000.00 (but no more than $10,000.00 in the aggregate) without Franchisee prior approval. Thereinafter, all Change Orders will require Franchisee's acknowledgement and express approval, provided however, that Franchisee acknowledges and agrees that it may not be permitted to cancel the Project due to a Change Order or increased Project Cost. In the event of a dispute related to the scope of work necessitating the Change Order, CM will advocate for Franchisee to seek alternatives cost-effective options, subject to all necessary approvals.

23. Contractor Initiated Change Orders: The CM shall review the contents of all General Contractor requested changes to the Contract time or price, endeavor to determine cause of the request, and assemble and evaluate information concerning the request. The CM shall provide to the Franchisee and Architect a copy of each change request, and the CM shall in its evaluations of the General Contractor's request consider the Franchisee and Architect's comments regarding the proposed changes.

24. Change Order Recommendations: The CM shall make recommendations to the Franchisee regarding all proposed change orders. Prior to issuance of a change order, the CM shall determine and advise the Franchisee as to the effect on the Project Schedule or Project budget. As directed, the CM shall prepare and issue to the Contractor appropriate change order documents. The CM shall provide to the Architect copies of all approved change orders. No Change Order work is to proceed until there is written authorization / approval from the Franchisee to the CM and the General Contractor.

25. Subsurface and Physical Conditions: Whenever the General Contractor notifies the CM that a surface or subsurface condition at or contiguous to the site is encountered that differs from what the General Contractor is entitled to rely upon or from what is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, the CM shall notify the Architect or Engineer and Wendy's Legal. The CM shall receive from the Architect or Engineer and transmit to the General Contractor all information necessary to specify any design changes required to be responsive to the differing or changed condition and, if necessary, shall prepare a change order for the Franchisee review and approval as indicated in paragraph 24 and or to provide notice and claim to the applicable Landlord.

26. Quality Reviews: The CM shall monitor the quality of the Work. Communication between the CM and the General Contractor regarding quality review shall not be in any way to be construed as binding the CM or Franchisee or releasing the General Contractor from performing in accordance

with the terms of the Contract Documents. No action taken by the CM shall relieve the General Contractor from its obligation to perform the Work in strict conformity with requirements of the Contract Documents, and in strict conformity with all other applicable laws, rules, and regulations.

27. Contractor Safety Program: The CM shall not be responsible for any General Contractor's implementation of or compliance with its safety programs, or for initiating, maintaining, monitoring, or supervising the implementation of such program. The CM shall not be responsible for the adequacy or completeness of any Contractor's safety programs, procedures, or precautions.

28. Dispute between Applicable Service Providers and the Franchisee: In consultation and coordination with the Applicable Service Providers and Wendy's Legal, but without having to engage outside counsel or retain other experts or expend fees, the CM shall tender to the Franchisee in writing, within a reasonable time, Franchisor opinions and recommendations, based solely on their professional experience and without further due diligence and inquiry, concerning disputes between the Applicable Service Providers and Franchisee relating to acceptability of the Work, or the interpretations of the requirements of the Contract Documents pertaining to the furnishing and performing of the Work. Notwithstanding the foregoing, the Franchisee should seek its own, separate legal counsel and/or expert opinions to substantiate or make claims.

29. Operation and Maintenance Materials: The CM shall receive from the General Contractor operation and maintenance manuals, warranties and guarantees for materials installed in the Project. The CM shall ensure that one copy of each of the manuals are stored at the site at Restaurant Opening / Re-Opening.

30. Accessibility Review / Certification: The CM shall coordinate the accessibility survey of the completed work using a Franchisor approved form, Architect, or an authorized Accessibility Consultant. The CM shall notify the Architect, Engineer, and Contractor of any noted issues and develop a plan to immediately resolve the potential accessibility issue in coordination with the Franchisee.

31. Progress Payments / Draw Payments: The CM shall review draft payment applications submitted by the General Contractor and determine whether the amount requested reflects the progress of the General Contractor's work and is in keeping with the Contract documents and other Franchise forms. The CM shall advise the General Contractor to make any necessary adjustments and review the formal payment application for proper format, the required lien waivers, contractor's sworn statement and other required attachments. The CM shall submit a properly formatted payment application to the Franchisee for processing and payment.

32. Occupancy Permit / Health Department Permits: The CM shall assist the Franchisee obtain an occupancy permit, health department, and other permits necessary to commence operations on the Restaurant Open / Re-Open date by coordinating final testing, preparing and submitting documentation to governmental agencies, and accompanying governmental officials during inspections of the Project. The CM coordinates activities between the Franchise operation team and the Contractor for a smooth turnover of the completed Project.

33. Final General Contractor Retention Payment: The CM shall endeavor to close out the construction contract with the General Contractor within 90 calendar days of Restaurant Opening / Re-Opening.

Final punch list walk through will be conducted and retention dollars will not be released until all items are complete.

34. One Year Warranty: A one (1) year warranty walk through will be conducted by the CM, Franchisee and General Contractor. The CM will work with the General Contractor to address any issues/concerns.

Schedule A – Contract Documents

[List of and copies of all construction agreements between Franchisee and General Contractor to be attached]

EXHIBIT N

EXHIBIT B TO REPP FDP

ADDITIONAL SERVICES AMENDMENT

This Additional Services Amendment ("Amendment") is entered into as of the ___ day of _____, 20___, by and between **QUALITY IS OUR RECIPE, LLC** ("**Franchisor**"), and _____ ("**Franchisee**").

W I T N E S S E T H:

WHEREAS, Franchisee and Franchisor entered into a Project Management Agreement (the "**Agreement**"), dated as of _____, 201___, pursuant to which Franchisor agreed to provide certain project management services with respect to _____ (the "**Project**"); and

WHEREAS, Franchisee desires to have Franchisor provide certain other services with respect to the Project which Franchisor is willing to do on the following terms and conditions.

NOW THEREFORE, in consideration of the payment hereinafter specified to be made by Franchisee, and in consideration of the agreements and mutual covenants of the parties herein contained, the parties hereto hereby agree as follows:

1. Franchisor agrees to provide the additional services (the "**Additional Services**") described below:

   [to be described]

2. In consideration for the Additional Services, Franchisee agrees to pay Franchisor the compensation set forth below:

   [to be described]

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EXHIBIT N

FRANCHISOR

QUALITY IS OUR RECIPE, LLC

By: _____
Name: _____
Its: _____
Date: _____

FRANCHISEE

_____

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT N

Street Address
City, Province
Wendy's Site #_____

EXHIBIT C TO REPP FDP

PRELIMINARY BUDGET DISCLOSURE AND FRANCHISEE APPROVAL

Project Location: *[Project address]*

Project type: Project Management Agreement (REPP)

Franchisee: *[Franchisee names]*

Project Management Agreement dated *[xxx xx, 202_]* ("**Agreement**")

Franchisee and Quality Is Our Recipe, LLC ("**Franchisor**") entered into the above-referenced *Agreement* and such other related agreements, which may include, but are not limited to a franchise agreement, letter agreements, lease agreement or sublease agreement (collectively, the "**Related Agreements**"), pursuant to which Franchisor agreed to provide certain project management services with respect to the "**Project**". Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Related Agreements.

The Construction Manager has prepared the attached preliminary cost estimate (the "**Preliminary Budget**") for the Project in accordance with the Related Agreements. Franchisee acknowledges that the Preliminary Budget is an estimate only, and that neither Franchisor nor the Construction Manager has control over the actual final costs of labor, materials, equipment, or services furnished by others. Franchisee expressly acknowledges and agrees that Franchisor shall not be liable for any errors or omissions in developing the Preliminary Budget, including if developed prior to the execution of the Related Agreements, and acknowledges that any construction and/or construction management project involves substantial complexity, uncertainty, and risk and that the final budget may differ materially from this Preliminary Budget. There is no assurance or guarantee as to the actual costs you will incur when building a restaurant, and Franchisor makes no representation of any kind in that regard.

The Construction Manager will periodically update the budget in Gateway and Franchisee will be notified of any changes via Gateway. Where required under the Related Agreements or as may be required under Franchisee's direct contracts with its general contractor, Franchisee shall execute required change order(s) or provide direction to Franchisor to act on its behalf to renegotiate or rebid the Project within a reasonable period of time or cooperate with the Construction Manager, General Contractor and/or Architect to revise the Project's general scope, extent, or character in keeping with the Project's design requirements and sound design practices, or modify the Project's design appropriately. Please reference the Related Agreements for all further terms and conditions, representations and agreements as they relate to the Project.

Franchisee acknowledges and agrees that neither Franchisor nor the Construction Manager has provided, or is authorized to provide, Franchisee with financial or legal advice, and that Franchisee has consulted with their own professional advisors and completed an independent assessment in electing to proceed with the Project and approving this Preliminary Budget. Franchisee further acknowledges and understands that any disapproval of the Preliminary Budget or Final Budget does NOT act to waive, amend, terminate or otherwise reduce their obligations under any of the Related Agreements, including the obligations to construct the Project by the required dates.

The undersigned, signing on behalf of Franchisee, represents, warrants and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations,

partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreements.

This Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance and agreement as if signed by such party in writing.

Please sign:

___ _____

as a ıamed

"Fr ıt

Pri

EXHIBIT PAGE
DO NOT SIGN HERE

_____

Date:_____

EXHIBIT N

EXHIBIT D TO REPP FDP

GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective this _____ day of _____, 202__. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company ("**Franchisor**"), to enter into a REPP Project Management Agreement to be executed contemporaneously herewith, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy's restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

_____ By: _____
Title: _____

_____ _____
Individually

EXHIBIT PAGE
DO NOT SIGN HERE

EXHIBIT N

Street Address
City, Province
Wendy's Site #_____

EXHIBIT C TO REPP LOA

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "**Sublease**") is made and entered into as of _____, 202__ (the "**Effective Date**"), by and between **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company ("**Sublandlord**") and _____, a _____ ("**Subtenant**").

RECITALS

WHEREAS, _____, a _____ ("**Prime Landlord**"), as landlord, and Sublandlord, as tenant, are parties to that certain _____ dated _____, *as amended by* _____ *dated* _____, *as assigned by* _____ *dated* _____ (collectively, the "**Prime Lease,**" a full and complete copy of which has been provided to Subtenant as of the date of this Sublease, and which is incorporated herein by reference), whereby Sublandlord leases from Prime Landlord the land, together with all improvements thereon and all rights, easements and appurtenances thereunto belonging, located at _____, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Real Property**").

WHEREAS, the Real Property shall be improved with a "Wendy's" restaurant building and related improvements (the "**Restaurant**"). The Real Property and improvements, including the Restaurant, and Sublandlord's rights in and to the pylon sign, are all referred to in this Sublease collectively as the "**Premises**".

WHEREAS, simultaneously herewith, Subtenant and _____ ("**Guarantor**"), collectively the named "**Franchisee**", and Quality Is Our Recipe, LLC, an affiliate of Sublandlord, as "**Franchisor**", have entered or will enter into that certain Unit Franchise Agreement for the operation of the Restaurant, including, without limitation, all addenda, supplements, letters of agreement and letters of understanding with respect thereto (collectively, the "**Franchise Agreement**").

WHEREAS, as evidenced by Subtenant's execution of this Sublease, Subtenant acknowledges and agrees that it has received and reviewed a full and complete copy of the Prime Lease, and has consented to and approved the terms and conditions, rights and obligations as stated in Prime Lease, and further acknowledges and agrees that it has approved the preliminary budget for the cost to construct the Restaurant and is ready, willing and able to proceed with the construction thereof in a timely manner as further required of it under this Sublease and in the Franchise Agreement.

WHEREAS, Sublandlord desires to sublease the Real Property to Subtenant and Subtenant desires to sublease the Real Property from Sublandlord on the terms and conditions set forth in this Sublease.

WHEREAS, as a material inducement to Sublandlord to enter into this Sublease, Subtenant agrees to have Guarantor(s) execute a Sublease Guaranty in the form attached hereto as **Exhibit B** (the "**Guaranty**") and agrees to execute and deliver the General Release of All Claim in the form attached hereto as **Exhibit C**.

NOW THEREFORE, for and in consideration of the agreements, covenants, representations and undertakings contained in this Sublease, Sublandlord and Subtenant hereby agree as follows:

1. Incorporation of Recitals. The Recitals portion of this Sublease set forth above is hereby incorporated by this reference as fully as though it were here set forth and rewritten.

2. Sublease of the Real Property. For the terms, at the rent and upon the provisions and conditions contained in this Sublease, Sublandlord does hereby sublease, demise and sublet to Subtenant all Sublandlord's rights in and to the Real Property, and Subtenant hereby subleases and rents the Real Property from Sublandlord. SUBTENANT ACCEPTS THE REAL PROPERTY IN AN "AS IS" AND "WHERE IS" CONDITION, SUBJECT TO THE EXISTING STATE OF TITLE, ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION MIGHT REVEAL, AND ALL APPLICABLE REGULATIONS NOW OR HEREAFTER IN EFFECT, AND IN RELIANCE ON ITS OWN INVESTIGATIONS, AND SUBLANDLORD MAKES NO EXPRESS OR IMPLIED STATEMENTS, REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE REAL PROPERTY AND HEREBY DISCLAIMS THE SAME.

3. Term.

(a) Initial Term. The initial term of this Sublease shall commence on the Effective Date set forth above and shall end on the earlier of (a) CONFIRM TERM OF PRIME LEASE [the last day of the [twentieth] Lease Year (as defined below)] [_____], (b) the date on which the Franchise Agreement expires or terminates for any reason whatsoever, (c) the date on which the Prime Lease is sooner terminated for any reason whatsoever, or (d) the date on which this Sublease is terminated by Sublandlord and/or Subtenant in accordance with and pursuant to the terms hereof (the "**Sublease Term**", which shall include any extension or renewal options if granted and exercised as provided herein). In no event shall the Sublease Term extend beyond the term of the Prime Lease, as such term may be extended or renewed by Sublandlord.

(b) Subtenant's Options to Extend the Term. Provided that Sublandlord is entitled to extend the Prime Lease for a like period, Sublandlord hereby grants to Subtenant the right and option to extend the Sublease Term for one (1) additional successive period of _____ (___) years (the "**Extension Term**"). The Extension Term shall begin upon the expiration of the initial term of this Sublease, and all terms, covenants and provisions of this Sublease shall apply to the Extension Term except that Subtenant shall not have any further option to again extend the Sublease Term following the exercise of the above-stated option for the Extension Term. To exercise the Extension Term, Subtenant shall give Sublandlord prior written notice of the irrevocable exercise of the Extension Term not less than two hundred seventy (270) days prior to the expiration of the initial term of this Sublease ***[[NOTE: Notice should be due at least 60 days prior to the date required under the Prime Lease]]***; provided, however, and in all events, that Subtenant shall not be entitled to exercise its option to extend the Sublease Term if, at the time of the exercise of such option or at the time the Extension Term is to begin: (i) Subtenant or a Guarantor is in default under this Sublease, the Franchise Agreement, the REPP Project Management Agreement previously entered into between Sublandlord and Subtenant or its affiliate (the "**REPP FDP**"), or any other agreement, lease, sublease, guaranty, note, or other obligation between Subtenant or Guarantor, on the one hand, and Sublandlord or any of its subsidiaries or affiliates, on the other hand (the "**Related Agreements**"); or (ii) the Franchise Agreement has expired or terminated for any reason or does not cover, or has not been renewed in accordance with its terms to cover, the entire Extension Term. It is the express intent and agreement of Sublandlord and Subtenant that the Sublease Term is to run concurrently with the term of the Franchise Agreement and, in the event the Franchise Agreement expires or terminates for any reason, at Sublandlord's option and upon written notice to Subtenant, this Sublease shall simultaneously terminate.

ALTERNATE (b): *No Right to Extend. Notwithstanding any contrary provision in the Prime Lease, including any extension options granted to Sublandlord as tenant thereunder, Subtenant shall have no option or right to extend the Sublease Term or any term of the Prime Lease.*

(c) Holding Over. If Subtenant remains in possession of the Real Property after the expiration or termination of this Sublease, Subtenant shall be deemed to be occupying the Real Property as a tenant from month-to-month at a rental equal to the greater of (i) one and one-half (1½) times the monthly rental provided for in this Sublease for the last year of the Sublease Term, and (ii) the amount of Rent and other sums due pursuant to the Prime Lease in the event of such holdover. Such month-to-month tenancy may be terminated at any time by either Sublandlord or Subtenant by written notice to the other with the termination date set out in such notice and to be at least thirty (30) days after delivery of the notice. If Subtenant remains in possession of the Real Property or any part thereof after the expiration of the Sublease Term or termination of the Sublease, Subtenant agrees to indemnify, defend and hold harmless Sublandlord and Prime Landlord from and against any claims, damages, costs (including legal fees and court costs on a substantial indemnity basis) or other liabilities incurred by Sublandlord and/or Prime Landlord as a result of such holdover, including any fees or penalties assessed pursuant to the Prime Lease, and including claims made by any party who claims a possessory interest in the Real Property effective upon the expiration or termination of this Sublease.

(d) Lease Year. The term "**Lease Year,**" as used herein, shall have the meaning set forth in the Prime Lease, or if not defined therein shall mean each January 1 through December 31.

4. Fixed Annual Rent. In consideration of the sublease of the Real Property by and from Sublandlord to Subtenant, beginning on the "**Rent Commencement Date**" (as defined in the Prime Lease) and during the Sublease Term, Subtenant shall pay to Sublandlord, without any prior demand therefor and without any deduction or setoff whatsoever, rental for the Real Property as follows:

(a) Fixed Annual Rent. Fixed minimum annual rent ("**Fixed Annual Rent**") in the amount set forth in the table below, payable monthly in advance in equal consecutive monthly installments of one-twelfth (1/12) of said Fixed Annual Rent. Each such monthly installment shall be due and payable in advance on the first (1st) day of each calendar month during the Sublease Term. If the Rent Commencement Date does not fall on the first day of a calendar month then the first monthly installment will be a prorated amount based upon the number of days in such month.

Period	Fixed Annual Rent	Monthly Payment
	$	$
	$	$
	$	$
	$	$
	$	$
	$	$

*(b) Percentage Rent. In addition to the payment of Fixed Annual Rent provided above, Subtenant shall pay to Sublandlord as "**Percentage Rent**" such amounts as defined in the Prime Lease. Notwithstanding any contrary provision in the Prime Lease, Percentage Rent shall be drafted in annual installments, on or before the fifteenth (15th) day of the third month following the end of the relevant Lease Year for sales from the preceding year during the Sublease Term, and shall be paid directly to Sublandlord unless and until Sublandlord directs Subtenant in writing to remit any Percentage Rent to the respective Prime Landlord. .*

(c) Reporting of Gross Sales and Record Keeping. Subtenant shall maintain, and shall preserve for at least three (3) years from the dates of their preparation, full, complete, and accurate books, records, and accounts related to the operation of the Restaurant in accordance with generally accepted accounting principles and shall, at its expense, deliver to Sublandlord, within sixty (60) days after the end of each Lease Year, accurate reports of Gross Sales for the prior Lease Year's operations certified by an independent chartered accountant selected by Subtenant and acceptable to Sublandlord. Subtenant may maintain such books, records, and accounts and provide them to Sublandlord in electronic format. Subtenant agrees that Sublandlord shall have the same audit and inspection rights as reserved to the Prime Landlord with respect to Subtenant's Annual Sales Report(s) and acknowledges and agrees to timely cooperate with any audit or inquiry from Prime Landlord with respect to the calculation of Gross Sales and/or the Annual Sales Report. In addition, Subtenant shall permit authorized personnel of Sublandlord to inspect and examine Subtenant's books, records, and accounts at any reasonable time. Sublandlord shall also have the right, at any reasonable time, to have an independent audit made of the books, records, and accounts of Subtenant. If an inspection or audit discloses that the reported Gross Sales of Subtenant have been understated, Subtenant shall immediately pay to Sublandlord the amount due because of such understated Gross Sales, together with (i) interest on the amount due at the annual rate of twelve percent (12%) calculated from the date such payment was due and (ii) any fees or charges payable to the Prime Landlord under the Prime Lease as a result of such understated sales. In addition, if such audit discloses that the reported Gross Sales of Subtenant have been understated to the extent of two percent (2%) or more, Subtenant shall reimburse Sublandlord for all expenses connected with the audit. The foregoing remedies shall be in addition to any other remedies Sublandlord may have under this Sublease or the Franchise Agreement.

(d) *Definition of Gross Sales. As used in this Sublease, the term "Gross Sales" shall have the meaning set forth in the Prime Lease, or if not otherwise defined therein shall mean means the amount received by Tenant from the sale of products or performance of services made on or from the Leased Premises (including any electronic or mobile orders or delivery orders fulfilled from the Leased Premises), but excluding (i) non-edible promotional items, (ii) sale of gift certificates, redemption of coupons, and refunds or returns, (iii) sales tax or any similar taxes which are by law required to be completed separately and paid by the customer, (iv) discounted sales to employees, and the proceeds from the sale of any Personalty erected or installed on the Leased Premises by Tenant, (v) all sums and credits received in settlement of claims for loss or damage to merchandise, (vi) any sales of product to schools or other similar institutions where the sales price thereof does not exceed the cost to Tenant of said product; and (vii) any delivery fees or service fees collected from the customer and/or paid by the customer or Tenant to third-party service providers (e.g. DoorDash, UberEats) associated with a particular sale transaction*.

(e) Financial Statements. *In addition to the sales reports and other financial information to be provided by Subtenant to Sublandlord pursuant to this Section 4,* Subtenant hereby agrees that to the extent any other financial statements, profit/loss statements, sales reports or other similar financial information is required to be provided by the tenant under the Prime Lease, Subtenant shall provide the same to Sublandlord not less than ten (10) days prior to the date the same are due under the Prime Lease. Notwithstanding any such requirements in any Prime Lease, Subtenant shall also provide to Sublandlord, within fifteen (15) days of special request consistent with a similar request under the Franchise Agreement (if any), the most current quarterly and/or fiscal year-end audited financial statements of Subtenant prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, statement of cash flow and footnotes).

(f) Sales Tax. Subtenant shall also pay all sales or similar tax due with regard to the Rent (as defined below), pursuant to the laws of the jurisdiction in which the Real Property are located, if any.

(g) Late Fees. In addition to any other rights and remedies of Sublandlord hereunder, if any Rent and/or other charge or payment due under this Sublease is not paid when due, Subtenant shall pay to Sublandlord a monthly interest charge equal to one and one-half percent (1.5%) per month, calculated from the day such payment of Rent and other charge due hereunder was due until such payment is made.

(h) Automatic Rent Drafting. All Rent and other charges due hereunder shall be paid by electronic fund transfer (EFT) or by such other method or procedure for payment as designated from time to time by Sublandlord. These methods include, but are not limited to, pre-authorized wire transfers, electronic transfers via automated clearing houses or similar commonly accepted methods of funds transfer. Upon Sublandlord's request, Subtenant shall deliver to Sublandlord all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

5. Additional Rent.

(a) From and after the Effective Date, Subtenant agrees to pay, at Subtenant's sole expense and for its own account, the following as "**Additional Rent**": (i) a "Lease Administration Fee" in the amount of $6,000.00 per annum (payable in equal monthly installments), subject to periodic increases as may be determined from time-to-time by Sublandlord (not to exceed 5% year over year); (ii) any and all real property taxes assessed with respect to the Premises as provided in the Prime Lease; (iii) any all utility charges and rates, including, without limitation, all charges for sewer usage or rental, refuse removal, gas, water, heat, electricity and/or telephone and similar taxes, rates, charges and assessments; (iv) any business taxes or license fees and similar taxes which may be charged, levied or assessed in connection with the Premises or Subtenant's leasehold interest therein; (v) any common area operating costs and charges or insurance charges due pursuant to the Prime Lease; and (vi) all other charges and expenses which are the responsibility of Subtenant pursuant to this Sublease or as the tenant under the Prime Lease, including, but not limited to the charges related to the pylon sign.

(b) With respect to any Additional Rent, Sublandlord shall have the right to either (i) provide a copy of such invoice to Subtenant promptly following Sublandlord's receipt of same, following which Subtenant shall pay such amount directly to the billing authority as and when the same is due, or (ii) remit such amounts directly to the billing authority for and on behalf of Subtenant and to provide written request to Subtenant for reimbursement of such amounts, which reimbursement Subtenant shall pay to Sublandlord within fifteen (15) days of receipt of such request. With respect to property taxes, Subtenant shall pay in advance, with each monthly installment of Rent, an amount equal to 1/12th of the annual property tax amount applicable to the Premises for the prior tax year as an estimate of the property tax due for such current year, and within ninety (90) days following Sublandlord's payment of the actual tax bill for such current year, Sublandlord shall either remit any overage amount previously paid by Subtenant (or at Sublandlord's option shall credit such amount against Rent to be paid by Subtenant subsequent to such date) or provide a written account of any shortfall in the amounts previously paid by Subtenant, which shortfall shall be paid within fifteen (15) days of receipt of such request.

(c) Subtenant shall contract for, in its own name, and pay when due all charges for the connection and use of water, gas, electricity, telephone, garbage collection, sewer use, and other utility services supplied to and necessary for the operation of the Premises during the Sublease Term. Under no circumstance shall Sublandlord be responsible for any interruption of any utility service.

(d) If Subtenant fails to pay when due any Additional Rent required to be paid by Subtenant pursuant to this Sublease, Sublandlord shall have the right to pay the same at the expense of Subtenant after fifteen (15) days prior written notice to Subtenant thereof, and Subtenant covenants to reimburse to

Sublandlord, as Additional Rent, for any amounts so paid by Sublandlord within fifteen (15) days' after expiration of such notice period, plus interest on such amounts equal to ten percent (10%) per annum.

(e) Subtenant may, at its own expense, contest or cause to be contested (in the case of any item involving more than $1,000.00, after prior written notice to Sublandlord), by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) such proceeding shall suspend the collection thereof from the applicable Premises or any interest therein, (ii) neither such Premises nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iii) no Default has occurred, and (iv) Subtenant shall have deposited with Sublandlord adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Subtenant shall have furnished the security as may be required in the proceeding or as may be required by Sublandlord to insure payment of any contested taxes. Should Subtenant institute any such proceedings, Sublandlord will reasonably cooperate with Subtenant in connection therewith.

(f) Fixed Annual Rent, *Percentage Rent* and Additional Rent shall be collectively referred to in this Sublease as "**Rent**".

6. Net Lease. The Rent payable hereunder shall be net to Sublandlord so that this Sublease shall yield to Sublandlord the rentals specified during the Sublease Term, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be performed and paid by Subtenant subject to the provisions of this Sublease.

7. Use, Signs, Maintenance and Warranties and Alterations.

(a) Use of the Premises. During the Sublease Term, Subtenant shall continuously operate on the Premises a "Wendy's" restaurant in accordance with the Franchise Agreement and shall use the Premises solely for that purpose. Subtenant specifically covenants with Sublandlord to fully comply with all terms and conditions of the Franchise Agreement on its part to be performed and observed and to maintain the Franchise Agreement in full force and effect during the Sublease Term. In no event shall Subtenant's use of the Premises violate any law, rule or ordinance, any provision in the Prime Lease or any restriction or other encumbrance which is of record and applicable to the Premises.

(b) Compliance with Laws. Subtenant's use and occupation of each of the Premises, and the condition thereof (including the condition of any and all alterations, replacements, additions or construction activity undertaken by the Subtenant including but not limited to the installation of a sign or signs as heretofore permitted in this Section 7), shall, at Subtenant's sole cost and expense, comply fully with all existing restrictions and with all building codes, zoning ordinances and other laws, rules and regulations of any governmental authority applicable to the Premises (including, but not limited to, health, safety, accessibilities and/or disabilities) and all restrictions, covenants and encumbrances of record with respect to each of the Premises. Subtenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by it. Subtenant will not permit any act or condition to exist on or about any of the Premises which will increase any insurance rate thereon, except when such acts are required in the normal course of its business, and Subtenant shall pay for such increase. In addition to the other requirements of this Section, Subtenant shall, at all times throughout the Sublease Term, comply with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder (collectively, the "ADA"), in connection with the Premises and any maintenance, repairs and replacements of the Premises undertaken by Subtenant as required by this Sublease, and all restrictions, covenants and encumbrances of record with respect to the Premises.

(c) Maintenance. Subtenant shall not commit actual or constructive waste upon any of the Premises. Subtenant, at its own expense, will maintain all parts of the Premises, including, but not limited to, the Restaurant and any other improvements now or hereafter existing therein or thereon, in good repair and sound condition and always in accordance with the condition required and/or prescribed by the Franchise Agreement and the Prime Lease. Subtenant's obligation to maintain and repair includes specifically, but is not to be limited to, the maintenance and repair and/or replacement of the following: the foundations, roof, floor and structural portions of the walls of the Restaurant; parking lot; curbs; driveways; sidewalks; gutters; fixtures, facilities and equipment located on the Premises; heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; signs and other equipment installed and used by Subtenant; any easements appurtenant to the Premises in accordance with the terms of such easements; and the keeping, maintaining and updating of a written or electronic log in a format approved by Sublessor documenting such maintenance records, receipts and any warranties related thereto and keeping the same available for periodic inspection by Sublandlord upon request. Subtenant will take all action and will make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of each of the Premises in good repair and sound condition. The provisions of this Section 7(c) shall not apply in the case of damage or destruction by fire or other casualty or in the case of eminent domain or condemnation, in which events the obligations of the Subtenant shall be controlled by either Section 10 or 11 hereof. Subtenant waives any right to (i) require Sublandlord to maintain, repair or rebuild all or any part of any of the Premises or (ii) make repairs at the expense of Sublandlord, pursuant to any rule, law or regulations at any time in effect with respect to the Premises. In carrying out its obligations as set forth above in this Section, Subtenant agrees to conform to all requirements of law, the regulations of applicable public authorities and the requirements of insurers. Further, Subtenant shall not take any action nor permit any action to be taken which would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or which would result in the violation of any covenants, conditions or restrictions burdening the Premises.

(d) Warranties. Subtenant acknowledges and agrees that either it may have certain contractors', subcontractors' and/or manufacturers' warranties with respect to the physical structure of the Premises. Subtenant covenants and agrees to make careful notation and observations with respect to such warrantied systems and components and to timely alert the appropriate party(s), and provide an email copy to the designated Franchisor construction manager (if Franchisor is employed by Subtenant to aid in the supervision of the construction of the Improvements) and to the Sublandlord's portfolio manager noting or documenting the same, as soon as practical following any observed defects or deficiencies related to such warrantied items. Additionally, Subtenant agrees it shall schedule and/or participate in an eleventh (11) month walk through with its general contractor at least one month prior to the expiration of the general contractor's one-year warranty period. Following the walk through and meeting, Subtenant shall sign and agree to the list of noted defects and deficiencies. If any additional items are discovered or identified following the meeting, Subtenant shall immediately notify Sublandlord and its general contractor and by mutual agreement of the parties, the list of defects and deficiencies will be updated and acknowledged by the parties. Subtenant hereby acknowledges and agrees that its rights to request repairs, replacements or corrections from either Sublandlord and/or its general contractors, subcontractors, suppliers and/or vendors are strictly limited by the terms and conditions of the warranties and shall be barred after the expiration of the requisite time periods.

(e) Alterations. All alterations of the Premises by Subtenant shall conform with the terms, conditions and requirements of Franchise Agreement. When required under the Franchise Agreement based upon the scope or nature of the proposed alterations, Subtenant shall provide prior written notice to Franchisor and (if applicable) obtain Franchisor's prior written consent and approval. Additionally, if required by the Prime Lease, Subtenant shall obtain the Prime Landlord's consent including but not

limited to providing plans and specifications and review fees (if any) and Sublandlord agrees to facilitate any Prime Landlord's consents upon request by Subtenant (subject to Franchisor's first approval). Subtenant shall not alter the exterior, structural, plumbing or electrical elements of any of the Premises in any manner without the prior, written consent of Sublandlord, and, if required by the Prime Lease, the Prime Landlord's consent; provided, however, Subtenant may undertake nonstructural alterations costing less than $2,500.00 without Sublandlord's consent if Prime Landlord's consent is not required under the Prime Lease for said nonstructural alterations. Prior to Subtenant commencing any work to the Premises which involves a cost more than $2,500.00, Subtenant shall submit the final plans and specifications for such proposed work to Sublandlord for Sublandlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed if Subtenant has received no approval or rejection from Sublandlord at the end of thirty (30) days after Sublandlord's receipt of the plans and specifications. If Sublandlord reasonably objects within such thirty (30) day period, Subtenant shall not commence the proposed work until the plans and specifications have been revised to satisfy Sublandlord's objection(s). If Sublandlord's consent is required hereunder and Sublandlord consents to the making of any such alterations, the same shall be made according to plans and specifications approved by Sublandlord and subject to such other conditions as Sublandlord shall reasonably require. All alterations shall be made by Subtenant at Subtenant's sole expense by licensed contractors and in accordance with all applicable laws, rules, laws and regulations. Subtenant shall perform such remodeling, repair, replacement and redecoration to the Restaurant as required by and in conformance with the Franchise Agreement, including, without limitation, any letter of understanding with respect thereto. Any work at any time commenced by Subtenant on any of the Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Sublease. Upon completion of any alterations, Subtenant shall promptly provide Sublandlord with (i) evidence of full payment to all laborers and materialmen contributing to the alterations, (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications, (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy), and (iv) any other documents or information reasonably requested by Sublandlord. Any addition to or alteration of any of the Premises shall automatically be deemed a part of the Premises and belong to Sublandlord, and Subtenant shall execute and deliver to Sublandlord such instruments as Sublandlord may reasonably require to evidence the ownership by Sublandlord of such addition or alteration; provided, however, if Subtenant is not in default under this Sublease and all Rent and other sums due to Sublandlord have been paid and discharged in full, Subtenant shall have the right to remove upon expiration of the Sublease Term those non-permanently attached fixtures and personal property which have been paid for and are then owned by Subtenant, but Subtenant shall repair any damage caused by such removal. Subtenant acknowledges and agrees that, in the event that Subtenant renovates, remodels, rebuilds, reimages or otherwise performs alterations to the exterior of the Premises (including, without limitation, the initial construction of the Restaurant and any subsequent remodel performed pursuant to Section 8 hereof), Subtenant shall, within ten (10) days of receipt of an invoice therefor, reimburse Sublandlord for Sublandlord's reasonable costs incurred in obtaining an updated title search for the Premises and any third party or landlord consents required in connection with Subtenant's work.

(f) Liens. Subtenant is not authorized to subject the interest of Prime Landlord or Sublandlord in the Real Property and/or Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without the prior written approval of Sublandlord and Prime Landlord. Subtenant shall permit no liens arising due to work performed by or under Subtenant's authority to encumber the Real Property and/or Premises, shall remove any such liens by payment or bond within fifteen (15) days after receipt of written notice thereof, and hereby agrees to hold Sublandlord and Prime Landlord harmless from and against any claims, demands or costs incurred by the indemnified parties related to any such liens during the Sublease Term. The foregoing hold harmless expressly includes Subtenant's agreement to promptly reimburse

Sublandlord and/or Prime Landlord for any costs and expenses (including legal fees and court costs on a substantial indemnity basis) incurred in connection with the analysis, defense or payment made by the indemnified parties on account of any such lien.

(g) Opening Covenant and Continuous Operation. Subtenant covenants and agrees that it shall cause the Restaurant to be constructed and timely opened for business in accordance with Section 8(a) of this Sublease and thereafter, Subtenant shall continuously occupy and operate the Restaurant during the Sublease Term, and it shall be deemed a Default of Subtenant hereunder to fail to open within the prescribed time period(s) or to cease operation of the Restaurant for more than five (5) consecutive days or for more than fifteen (15) days in any calendar year (or any shorter period if the same shall constitute a default under any Prime Lease), unless and except such closure is due to remodeling as approved in accordance with this Sublease, or any repair or restoration related to any condemnation or casualty event.

(h) Signs. If permitted by the Prime Lease, the Franchise Agreement and all other covenants and restrictions affecting the Real Property and/or Premises, Subtenant shall have the right to install on the Premises, at its own expense, signs conforming to law and regulations, suitable for its purposes in the operation of the Restaurant which shall remain the property of Subtenant unless such signs must be surrendered to Sublandlord upon termination of the Franchise Agreement. Subtenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Premises occasioned thereby, or by the removal thereof.

(i) Subtenant agrees that it will defend, indemnify and hold harmless Sublandlord, Prime Landlord and their respective employees, officers, directors and agents from and against all claims, suits, actions, proceedings, obligations, damages, losses, costs or expenses (including legal fees and court costs on a substantial indemnity basis) caused by, incurred or resulting from Subtenant's failure to comply with its obligations under this Section. The obligations of Subtenant and the rights and remedies of Sublandlord under this Section shall survive the termination, expiration and/or release of this Sublease.

(j) Construction of the Restaurant. Subtenant hereby acknowledges and agrees that Subtenant shall work with Sublandlord and/or its affiliate to procure all necessary building and signage permits and construct the Restaurant in accordance with the provisions of the Prime Lease, time being of the essence. In the event that Sublandlord and/or its affiliate requires Subtenant's direction or signature with respect to procurement of the necessary permits for construction, and Subtenant shall fail to respond or refuse to sign an application or certificate in accordance with the provisions of this Section within ten (10) days following a request by Sublandlord, Subtenant irrevocably constitutes and appoints Sublandlord as its attorney-in-fact to act as Subtenant's proxy to procure all necessary building and signage permits for the Restaurant, which shall include the power to make necessary decisions on Subtenant's behalf and the power to execute and deliver any necessary applications or certificates to any third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Sublandlord's exercise of its power as a proxy and/or execution and delivery of such application or certificate on behalf of Subtenant shall not cure any Default arising by reason of Subtenant's failure to respond or execute and deliver such application and/or certificate.

8. Initial Construction of the Restaurant and Subsequent Remodeling of the Restaurant.

(a) Subtenant covenants and agrees that it shall cause the Restaurant to be constructed and opened for business by the earlier of: the required opening date (if any) set forth in Prime Lease, the required opening date set forth in the Franchise Agreement, and ten (10) days following the "substantial completion" of the Restaurant (subject to any punch list items which do not materially impair Subtenant's

ability to open and operate the Restaurant) as may be determined by Subtenant's general contractor and/or as certified by Sublandlord in its capacity as a "construction manager" under the REPP FDP.

(b) Subtenant, as franchisee under the Franchise Agreement, covenants and agrees that it has certain obligations to repair, upgrade, refurbish, remodel, and/or perform certain image enhancements to the Restaurant under the Franchise Agreement (collectively the "**Remodeling Obligations**"). If Subtenant breaches any of its covenants or agreements under the Franchise Agreement relating to the Remodeling Obligations and/or does not complete all its Remodeling Obligations at the Restaurants, a "**Remodel Default**" shall be deemed to have occurred. Upon a Remodel Default, in addition to the rights of Sublandlord under Section 17(b) and Sublandlord's rights as franchisor under the Franchise Agreement, Sublandlord may, upon written notice to Subtenant, increase the Fixed Annual Rent due under Section 4(a) by twenty percent (20%) until the Remodel Default has been corrected (the "**Liquidated Damages**").

(c) It is acknowledged that a Remodel Default will cause Sublandlord to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Sublandlord of actual damages. Therefore, Sublandlord and Subtenant agree that upon a Remodel Default, Sublandlord may impose the Liquidated Damages. Subtenant agrees that the Liquidated Damages represent a fair, reasonable and appropriate estimate of the damages and losses that would be sustained by Sublandlord. In lieu of actual damages for a Remodel Default, Subtenant agrees that the Liquidated Damages may be assessed and recovered by Sublandlord as against Subtenant, and without Sublandlord being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, Subtenant shall be liable to Sublandlord for payment of the Liquidated Damages. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Subtenant shall pay them to Sublandlord without limiting Sublandlord's right to obtain substitute or additional relief as may be appropriate.

(d) Without limiting the generality of Section 29(i), if any court determines that the Liquidated Damages is excessive or is unreasonable or unenforceable under the laws of that jurisdiction, it is the intention of the parties hereto that the Liquidated Damages may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that jurisdiction.

9. Quiet Enjoyment. Sublandlord covenants and agrees that Subtenant, upon paying the Rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept shall lawfully and quietly hold, occupy and enjoy the Premises during the Sublease Term, or any extension thereof, without hindrance or molestation from anyone claiming by, through or under Sublandlord.

10. Damage or Destruction to Premises.

(a) Subtenant's Obligation to Replace and Restore. In the event that the Premises are damaged or destroyed by fire or other casualty or Subtenant is evicted from the Premises by a public authority to preserve the public safety, this Sublease shall not terminate, nor shall the liability of Subtenant to pay rent cease or be reduced, except as hereinafter expressly provided in this Section, but Subtenant shall restore, replace or rebuild the Premises at Subtenant's sole cost and expense with all reasonable speed to the same condition as existed prior to the happening of the fire, eviction or other casualty. In the event Subtenant is required to so restore, replace or rebuild as aforesaid, Subtenant shall be entitled to the proceeds of casualty insurance carried and maintained by Subtenant and payable by virtue of the event or events causing damage to the Premises. **[[CONFIRM NO CONFLICT WITH PRIME LEASE]]**

(b) Limited Right to Terminate. Notwithstanding the foregoing subparagraph (a), in the event the Premises should, within two (2) years prior to the end of the initial term of this Sublease, be damaged by fire or other casualty to the extent of at least fifty percent (50%) of the replacement value thereof, and provided Sublandlord has the right to terminate the Prime Lease with respect to such casualty event, Sublandlord and Subtenant shall have the right to cancel and terminate this Sublease effective as of the date of such casualty by written notice to the other party given within thirty (30) days after the occurrence thereof (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), in which case (i) provided Sublandlord shall have the same right under the Prime Lease, Subtenant shall, at Subtenant's cost and expense, return possession of the Real Property to Sublandlord with all buildings removed from the surface of the Real Property and (ii) the proceeds of any insurance carried or required to be maintained by Subtenant shall be payable to Subtenant. **[[CONFIRM NO CONFLICT WITH PRIME LEASE]]**

(c) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section 10 and those set forth in the Prime Lease with respect to damage or destruction to the Premises, the terms and conditions of the Prime Lease will govern.

11. Condemnation. If at any time during the Sublease Term the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Sublandlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply:

(a) Total Taking. In the event of a total taking, Subtenant's right of possession shall terminate as of the date of taking and Rent and other charges provided for in this Sublease shall be paid up to such date. The entire damage award of the condemnation proceedings to which Sublandlord is entitled pursuant to the Prime Lease shall be paid to Sublandlord but Sublandlord shall, and hereby does, after deduction from said award of any and all legal fees and costs associated with such proceedings on a substantial indemnity basis, assign to Subtenant out of any award paid to Sublandlord the following amounts: (i) if Subtenant shall have made improvements or alterations in or to the Premises after the Effective Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures, and (ii) a sum equal to all of Subtenant's initial cost for the construction of the Restaurant (less any fees paid pursuant to the REPP FDP or any letter of agreement), amortized over a twenty (20) year period on a straight line basis and (iii) a sum equal to any cost or loss which Subtenant may incur in removing certain furniture, fixtures and equipment located at the Restaurant that are used in the operation of the Restaurant (collectively, the "**Equipment**") from the Premises, but these sums will be paid only if the condemning authority makes a specific award for such costs or losses.

(b) Partial Taking Which Renders the Premises Substantially Unusable. In the event of a partial taking of the Premises which renders the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, and provided the Prime Lease can be terminated pursuant to its terms, then Sublandlord or Subtenant may, by written notice to the other within thirty (30) days after the taking by the condemning authority (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), terminate this Sublease, and Rent and other charges provided for in this Sublease shall be paid up to such date, and Subtenant hereby reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Sublease and its loss of its interest under this Sublease, or any portion thereof, caused by such appropriation or taking, together with damages based on the value of Subtenant's Equipment and the Restaurant and other improvements erected or installed on the Premises and the damages

Subtenant may sustain to the business operated by Subtenant on the Premises, including, but not limited to, an award for the use of any temporary construction easement area on the Premises, good will, patronage and the removal, relocation and replacement costs and expenses caused by such appropriation or taking. If neither party elects to terminate this Sublease, there shall be no abatement or adjustment to the Rent due hereunder, and Sublandlord shall pay to Subtenant the damage award received by Sublandlord as compensation for such partial taking (after deduction from said award of all legal fees and costs associated with such proceedings on a substantial indemnity basis). Subtenant shall use such award together with all other funds of Subtenant necessary to restore the Premises at Subtenant's sole expense to usable condition and in accordance with the requirements of the Franchise Agreement.

(c) Partial Taking Which Does Not Render the Premises Substantially Unusable. In the event of a partial taking of the Premises which does not render the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, there shall be no abatement or adjustment of Rent hereunder and the entire damage award received by Sublandlord for such partial taking shall belong solely to Sublandlord; provided, however, if any damage award includes in part: (i) an award applicable to a condemned portion of the Restaurant building or (ii) an award related to lost profits or sales or similar consequential damages, such portion of the award shall be paid or otherwise made available to Subtenant.

(d) Total Taking Within Right-Of-Way. Notwithstanding the provisions of this Section, it is hereby expressly acknowledged and agreed by Subtenant that if an expropriating authority takes any portion (or all that portion) of the Premises which is located within a public right-of-way on the date of this Sublease, such a taking shall not be deemed to entitle Subtenant to any part of the award therefor (which shall belong solely to Sublandlord). Additionally, a condemnation of solely that portion of the Premises which is located within the public right-of-way on the date of this Sublease shall not be deemed to in any way bring this Section into operation and effect.

(e) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section 11 and those set forth in the Prime Lease with respect to condemnation, the terms and conditions of the Prime Lease will govern.

12. Assignment and Subletting. Subtenant shall not permit Subtenant's interest in this Sublease to be vested in any third party by operation of law or otherwise and Subtenant shall not assign, sublet, pledge, hypothecate or otherwise transfer this Sublease or any interest in this Sublease or the Premises in whole or in part without first obtaining the prior written consent of Sublandlord, which consent Sublandlord may grant or withhold in its sole and absolute discretion. As a condition to its consent, Sublandlord may require that the Rent required to be paid hereunder be increased to reflect the current fair market value of the Premises and any assignee or sublessee must also in connection with such assignment or subletting receive an assignment of all rights of the franchisee under the Franchise Agreement with the necessary consent of Sublandlord, in its capacity as franchisor under the Franchise Agreement to the assignment under the Franchise Agreement. If Sublandlord does so consent to an assignment of this Sublease or a subletting of all or any portion of the Premises, Subtenant and Guarantor shall remain liable to Sublandlord for all obligations under this Sublease unless expressly released in writing from such obligations by Sublandlord.

13. Mortgage Subordination and Attornment. Upon written request by Sublandlord or Prime Landlord, conferred in by any mortgagee of Sublandlord's and/or Prime Landlord's interest in the Premises, or by any person, firm or corporation intending to become such a mortgagee, Subtenant agrees to subordinate its rights under this Sublease to the lien of any mortgage covering the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and

extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Sublease in the event of foreclosure if Subtenant is not in default hereunder. Subtenant agrees that upon the written request of Sublandlord, Prime Landlord or any mortgagee named in such mortgage, it will execute and deliver whatever instruments may be required for such purposes. Subtenant will, in the event of the sale or assignment of Sublandlord's or Prime Landlord's interest in the Premises or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises, attorn to and recognize such purchaser or mortgagee as landlord under this Sublease. Similar to Section 16 of this Sublease, upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in a form acceptable to Sublandlord in its sole and absolute discretion permitting the pledge of this Sublease as a subleasehold mortgage in favor of Subtenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from Prime Landlord.

14. Indemnification and Insurance.

(a) Indemnification. To the fullest extent permitted by law, Subtenant agrees to defend, indemnify and hold harmless Prime Landlord, Sublandlord and any parent, subsidiaries, affiliates, and their directors, officers, agents, employees, and authorized representatives and assigns of each (the "Indemnitees") from and against any liabilities, losses, claims suits, actions, allegations, legal or administrative proceedings, debts, demands, damages and expenses, including defense costs and attorney's fees (all collectively "Losses") resulting from or arising by reason of the occupancy, operation, maintenance or use of the Premises by Subtenant (including any construction activity on the Premises undertaken by or through Subtenant) or otherwise related to or asserted against Sublandlord under the Prime Lease (except for any such Losses which arose or relate to time periods prior to the date of this Sublease), whether or not provided such Losses are attributable to (a) injury to or death of any person or persons, including, but not limited to, any employee, agent or representative of Subtenant, as well as any employee, agent, or representative of an Indemnitee; (b) damage to or impairment of property, or (c) personal and advertising injury, arising out of or related to the occupancy, operation, maintenance or use of the Premises by Subtenant, which are in any manner directly or indirectly caused, occasioned, contributed to, or claimed to be due, in whole or in part, to any acts, errors or omissions, reckless, negligent or willful misconduct, whether active or passive, of Subtenant or anyone who whose acts Subtenant may be liable in conjunction with or incident to this Sublease, even though the same may have resulted from the joint, concurring, or contributory negligence of any Indemnitees, or any other person or persons, unless the same be caused by the sole negligence or willful misconduct of any Indemnitee. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

(b) Insurance Coverage. Subtenant agrees to provide and maintain, at its sole cost and expense, insurance in at least the same amounts and of the same types required by the Prime Lease to be carried by the tenant thereunder with regard to the Premises; provided, however, that notwithstanding the requirements of the Prime Lease, Subtenant shall maintain at a minimum, the following required policies of insurance, in the forms and with minimum limits (or such higher amounts as may, from time to time, be required under the provisions of the Franchise Agreement) and coverage terms, as set forth below:

1. Commercial General Liability: 1,000,000 each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, $1,000,000 product liability aggregate. Coverage shall be written on an occurrence basis, on ISO form CG-00-01-04-13 or its then substantial equivalent. For claims arising out of or in any way related, directly or indirectly, to the Franchise Agreement, the Premises,

its occupancy or the operation of the Restaurant, the policy shall name The Wendy's Company, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees (collectively, for purposes of reference to this Insurance Coverage section, "**Wendy's**") as additional insureds, provide coverage on a primary basis, and not contributory with or excess over any other insurance or self-insurance available to the Wendy's, provide cross-liability coverage consistent with standard ISO form separation of insureds clause, and shall be endorsed with ISO Form CG-24-04, "Waiver of Transfer of Right of Recovery Against Others to Us," or the substantial equivalent. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. There shall be no exclusion, limitation, or endorsement in the policy, other than those standard exclusions and limitations inherent to the aforementioned ISO form, that serves to restrict or limit additional insured status, contractual liability, or products liability;

2. Property: Special Form, All-Risk Property Insurance, on a replacement cost basis, to the full value of the Restaurant and all improvements in or about the Premises. Coverage shall include business interruption for a period not less than 12 months from the date of any loss or damage. Subtenant may carry such insurance under a blanket policy, provided such policy includes coverage for the Restaurant and Premises equivalent to that which would be available under a separate policy. Coverage shall include a waiver of subrogation in favor of Wendy's and shall name Wendy's an additional interest and loss payee in accordance with Wendy's interests. In addition to the foregoing: Subtenant will provide (or will cause its General Contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.

3. Business Automobile Liability: $1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Subtenant, in any way related, directly or indirectly, to the Franchise Agreement, the Premises, or occupancy or operation of the Restaurant. Coverage shall be written on ISO Form CA-00-01, or a form providing equivalent liability coverage. The policy shall apply to "Any Auto" including without limitation all owned, non-owned, hired, rented, leased or borrowed motor vehicles and all mobile equipment used by Subtenant and shall provide cross-liability coverage as provided under standard ISO forms separation of insureds clause.

4. Umbrella Excess Liability: $2,000,000 each occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. The policy shall recognize Wendy's, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees as additional insureds and provide coverage for the interests of Wendy's on a primary or first excess basis, and not contributory with or excess over any other insurance or self-insurance available to Wendy's. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The policy shall be in a following form or a form at least as broad as the required underlying policies.

5. Cyber Risk: Including coverage for claims arising out of or related to (1) investigation of an actual or alleged security failure, privacy event, security breach or other related incident, including but not limited to forensic services, legal counsel and breach coaching services, breach response and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (2) business income/business interruption/extra expense; (3) digital and data asset protection and restoration; (4) network security & consumer privacy liability; (5) regulatory defense and indemnification, including fines and assessments; (6) multimedia liability; (7) cyber extortion, including but not limited to the use of ransomware or other malware to compromise Subtenant's systems; and (8) social engineering or other forms of electronic manipulation that result in covered loss. The policy shall

include limits not less than $1,000,000 each claim and shall be endorsed to name Wendy's an additional insured.

6. Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in all states and/or provinces in which the Subtenant conducts operations and including Employer's Liability coverage with limits not less than $500,000 bodily injury, each accident or disease. If Subtenant utilizes a program of self-insurance, a Certificate of Authority from the state is required, along with a policy of Excess Worker's Compensation insurance in excess of the self-insured limit and including Employer's Liability, each with limits not less than $500,000 bodily injury, each accident or disease. The policy shall provide a waiver of subrogation in favor of Wendy's. Depending on the corporate structure of your business, the Subtenant entity may not be the appropriate carrier of Worker's Compensation or Employer's Liability coverage. In this case, Subtenant may satisfy this requirement by causing it appropriate affiliated entity to carry such coverage(s).

7. Any other form or forms of insurance as the Subtenant or the Sublandlord or the Sublandlord's mortgagee requires from time to time in form, in amount and for insurance risks against which a prudent subtenant would protect itself.

Further with regard to each of the aforementioned insurance policies

1. The parties acknowledge that Subtenant's insurance is intended to fulfill the insurance requirements of the Prime Lease in addition to requirements stated in this Sublease and is intended to be in lieu of and not duplicative with any insurance required of the Sublandlord in accordance with the Prime Lease.

2. Each policy shall be underwritten by a duly licensed and admitted insurance carrier with a current minimum A.M. Best Rating of A- VIII or the substantial equivalent rating provided by Fitch, Standard & Poor's, or Moody's.

3. Subtenant shall provide Wendy's with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.

4. There shall be no deductible or self-insured retention in excess of $50,000 maintained by Subtenant with respect to any of the foregoing insurance, without Wendy's prior written approval. All deductibles, self-insurance and premiums associated with the required insurance shall be the responsibility of the Subtenant. With regard to liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, that remain within deductibles or self-insured retentions, Subtenant agrees to assume obligations that would otherwise have existed on the part of an insurer to an additional insured.

5. Subtenant shall deliver, or cause to be delivered to Sublandlord, on or prior to the effective date of the Franchise Agreement and thereafter, not more than ten (10) days subsequent to the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.

6. When requested by Wendy's, Subtenant shall provide true and complete copies of insurance policies to Wendy's within ten (10) full business days of any such request.

7. Should Subtenant fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Wendy's, at its option, but without obligation to do so, may, upon five days' notice to Subtenant, cure such failure, and any sums so expended by Wendy's, together with Wendy's reasonable administrative expense in connection therewith, shall thereafter be due from and payable by Subtenant.

8. Neither the approval, disapproval or failure to act by Wendy's regarding any document reflecting insurance on behalf of Subtenant, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Subtenant of full responsibility or liability for damages and accidents as set forth herein. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the insurance requirements set forth in this Section and those set forth in the Prime Lease in that the insurance requirements under the Prime Lease are greater than those set forth herein, then the insurance requirements of the Prime Lease shall govern.

15. **Equipment**. All goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant whatsoever kept in, on or about the Premises shall be at Subtenant's sole risk, and Sublandlord shall not be liable for any damage done to or loss of such goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Subtenant arising from the bursting, overflowing or leaking of water, sewer, sprinkler system or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or by reason of the failure of heat, gas or electricity, or from any other cause whatsoever.

16. **Subtenant Financing; Security Interest of Sublandlord**. To secure the payment of all Rent and any other sums that may become due to Sublandlord under the terms of this Sublease, Sublandlord shall have and is hereby granted by Subtenant a lien and security interest upon all the goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant in or about the Premises or that may be placed or kept therein during the Sublease Term. Upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in form acceptable to Sublandlord confirming the subordination of this lien, as required by a bank or institutional lender. The parties acknowledge and agree that in no event shall similar waivers or consent agreements be requested from or obtained from Prime Landlord.

This Sublease shall also constitute a security agreement under the applicable legislation of the jurisdiction in which the Premises are located. None of the goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Subtenant situated on the Premises shall be removed from the Premises without the prior written consent of Sublandlord unless all Rent and all other sums then due to Sublandlord shall first have been paid and discharged in full. Subtenant shall from time to time execute any financing statements and other instruments necessary to perfect the first lien and security interest granted herein and to carry out the terms of this Section. Upon the occurrence of a Default by Subtenant under this Sublease, Sublandlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without the permission of Subtenant and take possession of any and all goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant situated on the Premises without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

Additionally, with the prior written consent of Sublandlord and Franchisor (in form and substance as they may require) and subject to the terms and conditions and restrictions on the same as they may require, Subtenant may grant a leasehold mortgage in and to its rights as subtenant under this Sublease. Upon request, Sublandlord shall execute waivers or consent agreements in a form acceptable to

Sublandlord in its sole and absolute discretion permitting the pledge of this Sublease as a subleasehold mortgage in favor of Subtenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from the Prime Landlord.

17. Default by Subtenant.

(a) Each of the following actions shall constitute a default and breach under the terms of this Sublease (a "**Default**"):

(i) any act or omission by Subtenant that would constitute a default under the Prime Lease;

(ii) if Subtenant shall fail to make any payment of Rent or any other charges or amounts due under this Sublease, on the day when such payments are due;

(iii) if Subtenant shall fail to perform any other provision, covenant or condition of this Sublease other than the payment of Rent or any other charges or amounts due;

(iv) if Subtenant abandons or vacates the Premises at any time during the Sublease Term;

(v) if Subtenant ceases to operate the Restaurant in accordance with this Sublease;

(vi) any act or omission which constitutes a default under the Franchise Agreement or any other Related Agreement;

(vii) if Subtenant makes an assignment for the benefit of creditors or enters into a composition agreement with the creditors, or if the interest of Subtenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Subtenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Subtenant;

(viii) if Subtenant's interest in the Sublease shall be vested in any third party by operation of law or otherwise, or if Subtenant has assigned this Sublease or the Premises are subleased by Subtenant in whole or in part without Sublandlord's prior written consent;

(ix) if Subtenant is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar legislation, orders or regulations in respect thereof (the "Orders") or on any other list maintained by OFAC pursuant to other applicable Orders or is indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering;

(x) if a final, non-appealable judgment is rendered by a court against Subtenant which has a material adverse effect on either the ability to conduct business at any of the Premises for its intended use or Subtenant's ability to perform its obligations under this Sublease,

or is in the amount of $100,000.00 or more, and in either event is not discharged within sixty (60) days from the date of entry thereof;

(xi) if Subtenant is in default under the terms and conditions of any of the Related Agreements; or

(xii) a Remodel Default.

(b) Remedies of Sublandlord. In the event of any Default of Subtenant hereunder, and in addition to any other rights or remedies available to Sublandlord at law or in equity or otherwise available under the Prime Lease and/or the Sublease, Sublandlord shall have the right, but not the obligation, to do any one or more of the following:

(i) cure any Default of Subtenant, on behalf and at the sole cost and expense of Subtenant;

(ii) terminate this Sublease upon not less than fifteen (15) days' notice, whereupon Subtenant shall vacate the Premises on or before such date unless such Default shall be cured prior to the effective date of such termination (failing which, Sublandlord may institute dispossessory proceedings), and to collect from Subtenant all Rent and other sums due through the date of such termination;

(iii) without terminating this Sublease, re-enter the Premises and proceed to re-let all or any part of the Premises as Sublandlord, in its discretion, may deem reasonably necessary or appropriate; or

(iv) declare immediately due and payable and to collect from Subtenant all Rent due from Subtenant for the remaining portion of the Sublease Term; or

(v) recover from Subtenant any other amount necessary to compensate Sublandlord for all damages proximately caused by Subtenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses incurred by Sublandlord: (A) in retaking possession of the Premises, including reasonable legal fees therefor; (B) in maintaining or preserving the Premises after such Default; (C) in preparing the Premises for reletting to a new tenant including repairs or alterations to the Premises for such reletting; (D) as brokerage fees, leasing commissions and reasonable legal fees in connection with the reletting of the Premises to a new tenant; (E) any other costs necessary or appropriate to relet the Premises; and (F) representing the remaining, unamortized cost incurred by Sublandlord to construct the Premises.

18. Cross Default. Any Default under this Sublease shall be considered a default under the Franchise Agreement and the Related Agreements. Subtenant acknowledges agreement with the cross-default provisions of this paragraph and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements. Guarantor has signed this Sublease for the purpose of acknowledging its agreement with the cross-default provisions of this paragraph and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements.

19. Estoppel Certificates.

(a) At any time, and from time to time, each party hereto shall, promptly and in no event later than ten (10) days after a request from the other party, execute, acknowledge and deliver to the other

party, a certificate in the form reasonably satisfactory to the requesting party, certifying: (i) that Subtenant has accepted the Real Property; (ii) that this Sublease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Sublease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Sublease Term, including the terms of any extension options of Subtenant; (iv) the date to which the rentals have been paid under this Sublease and the amount thereof then payable; (v) whether there are then any existing defaults by the other party in the performance of its obligations under this Sublease, and, if there are any such defaults, specifying the nature and extent thereof, (vi) that no notice has been received by the certifying party of any default under this Sublease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of said party; (viii) that neither Sublandlord nor Prime Landlord has actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Premises; and (ix) any other information reasonably requested by the requesting party.

(b) If Subtenant shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Sublandlord, Subtenant irrevocably constitutes and appoints Sublandlord as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Sublandlord's execution and delivery of such certificate on behalf of Subtenant shall not cure any Default arising by reason of Subtenant's failure to execute and deliver such certificate.

20. **Notices**. All notices, requests, demands and other communications required or permitted by this Sublease shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, and/or (b) if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when received or refused. Any material notices under this Lease, if given electronically via email or other electronic means to such addresses as may be used by either party from time to time, shall also be followed with written notice in the manner specified in the prior sentence. Notices shall be addressed to the respective parties at the following addresses:

To Sublandlord:
Wendy's Properties, LLC
4288 W. Dublin-Granville Road
Dublin, OH 43017
Attn: Legal Department (Real Estate) (Site #____)
Phone: (614) 764-3100

To Subtenant:
_____
_____
_____
_____
Attn: _____
Phone: (___) _____

or such other addresses as either party hereafter designates to the other in writing as aforesaid.

21. **Joint and Several Obligation**. In the event Subtenant under this Sublease consists of more than one entity and/or individual, its and their liability under this Sublease is agreed to be joint and several.

22. **Subtenant's Compliance with Environmental Laws**. Subtenant shall comply or use its best efforts to secure compliance with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Subtenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Subtenant or any other person or entity. If Subtenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Subtenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Subtenant is legally liable to Sublandlord for damage resulting therefrom, then Subtenant shall indemnify, defend and hold Sublandlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, legal fees on a substantial indemnity basis, consultant fees and expert fees) which arise during or after the Sublease Term as a result of such contamination. This indemnification of Sublandlord by Subtenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Subtenant results in any contamination of the Premises, or any portion thereof, Subtenant shall promptly take all actions, at no cost or expense to Sublandlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Sublandlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to any federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

23. **Surrender of Premises**. Subtenant will deliver up and surrender possession of the entire Premises, including, without limitation, the Restaurant and all other improvements located on the Premises, to Sublandlord upon the expiration of this Sublease or its termination in any way, in their original condition, reasonable wear and tear excepted, or such other superior condition as may be specified in the Prime Lease. If required by Sublandlord or Prime Landlord, Subtenant shall, at Subtenant's cost and expense, execute and deliver to Sublandlord or Prime Landlord (as applicable) a quitclaim deed to the Restaurant and any other improvements located on the Premises. Subtenant shall also comply at its sole cost and expense with all terms and conditions of the Franchise Agreement to be complied with on surrender of the Premises.

24. **Relationship to Prime Lease.**

(a) This Sublease and all of Subtenant's rights hereunder are expressly subject to and subordinate to all the terms of the Prime Lease. Subtenant hereby acknowledges that it has received a copy of the Prime Lease and has read all the terms and conditions thereof. Subtenant hereby assumes all obligations of Sublandlord, as tenant or lessee under the Prime Lease, with respect to the Premises and agrees to be bound by the terms of the Prime Lease as fully and to the same extent as if Subtenant were the tenant or lessee under the Prime Lease. Subtenant shall neither do nor permit anything to be done which would cause the Prime Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the lessor/landlord under the Prime Lease, and Subtenant shall indemnify and hold Sublandlord harmless from and against all claims and expenses of any kind whatsoever, including reasonable solicitor's fees, arising out of or in connection with the Prime Lease, or the curing of

any default thereunder. Sublandlord agrees that Sublandlord shall, when necessary and when requested by Subtenant, endeavor to cause Prime Landlord to perform its obligations as landlord under the Prime Lease. Subtenant acknowledges that except as expressly provided in herein, any termination of the Prime Lease will result in a termination of this Sublease. Sublandlord and Subtenant each agree to provide to the other copies of any written notices which either may receive from the lessor/landlord under the Prime Lease or any mortgagee having an interest in the Premises.

(b) Subtenant hereby acknowledges and agrees that Subtenant shall not contact the Prime Landlord directly for any reason without Sublandlord's prior written consent.

(c) Notwithstanding anything to the contrary contained herein, Subtenant shall not be entitled to exercise any rights of first offer, rights of first refusal, or purchase options contained in the Prime Lease.

(d) [Notwithstanding any contrary provision herein, the following terms and provisions of the Prime Lease shall not apply to Subtenant and shall not be deemed a part of this Sublease or the rights and obligations to Subtenant:

LIST EXCLUSIONS HERE, IF ANY]

(e) Provided Subtenant is not otherwise in default under this Sublease or under any related documents, all funds as provided under the Head Lease entitled "Tenant Improvement Allowance" shall be payable to Subtenant upon receipt of the same from Head Landlord.

25. Brokers. Sublandlord and Subtenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Sublease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each of Sublandlord and Subtenant agrees to indemnify and hold the other harmless from and against all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Sublease or otherwise resulting from breach by the indemnifying party of the representations in this Section.

26. Guaranty. Simultaneously with the execution of this Sublease and as an express condition of the effectiveness hereof, the Guarantor(s) shall jointly and severally unconditionally guarantee the payment and performance of all obligations, terms and conditions under this Sublease on behalf of Subtenant and agrees to indemnify and save harmless Sublandlord from any damages arising out of failure by the Subtenant to pay Rent or observe or perform any of the terms and conditions contained in this Sublease, pursuant to the Sublease Guaranty. During the Sublease Term and from time-to-time, within fifteen (15) days of Sublandlord's request, Subtenant shall cause the Guarantor(s) to provide the most current fiscal year-end audited financial statements of the Guarantor(s) prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, statement of cash flow and footnotes).

27. Right to Inspect and Show Premises. Subtenant agrees that Sublandlord or Sublandlord's representative(s) shall have the right at all reasonable times to enter upon and to inspect the Premises to ascertain that Subtenant is carrying out the terms, conditions and provisions of this Sublease, including but not limited to Tenant's compliance with all laws and ordinances. If Sublandlord identifies any deficiencies in maintenance or lack of compliance with laws, Subtenant covenants and agrees that it shall take immediate steps to rectify and cure any such issues within the earlier of thirty (30) days or such timeframe as required under the Prime Lease or under any governmental notice or order. Sublandlord

shall have the right to show the Premises to prospective purchasers at any time during the Sublease Term or to prospective tenants during the last six (6) months of the Sublease Term.

28. Costs and Legal Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Sublease (or for damages by reason of an alleged breach of this Sublease), the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable legal fees and costs of suit.

29. Miscellaneous.

(a) This Sublease shall be governed by the laws of the jurisdiction in which the Premises are located. This Sublease supersedes all prior discussions and agreements between the parties and incorporates their entire agreement with respect to the matters set forth herein, and shall not be modified, changed or altered in any respect, except in writing executed in the same manner as this Sublease by the parties hereto.

(b) Any term used in this Sublease which begins with initial capital letters and is not defined herein shall have the same meaning attributable to that term in the Prime Lease.

(c) The captions used in this Sublease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Sublease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

(d) Time is of the essence with respect to the provisions of this Sublease. If the time period by which any right, option or election provided under this Sublease must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal or bank holiday in the jurisdiction where the Premises are located, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

(e) Any transfer tax or other tax payable to any governmental taxing authority, including the municipality in which the Premises lies, by reason of the execution of this Sublease and/or recordation of a memorandum thereof shall be paid by Subtenant.

(f) The provisions of this Sublease shall inure to the benefit of and be binding upon Sublandlord and Subtenant and their respective successors, heirs, legal representatives and assigns; subject, however, in the case of Subtenant to the provisions of this Sublease with respect to the rights of Subtenant to further assign this Sublease or sublet the Premises.

(g) No failure or delay by Sublandlord or Subtenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Sublandlord or Subtenant or any right either party has herein to demand strict compliance with the terms hereof by the other. The acceptance by Sublandlord of any sum of rental less than the sum provided for in this Sublease shall not alter the rental terms hereof or absolve Subtenant from its obligation to pay the rental herein provided, but the acceptance of any lesser sum than the Rent herein stipulated shall be an acceptance of the amount paid to apply on account of the Rent due. This Sublease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or

agreement between the parties and affecting the Premises shall have legal effect to modify or amend or change the conditions hereof.

(h) The parties covenant and agree that this Sublease shall not be recorded, but upon written request of Sublandlord or Subtenant, a notice of sublease shall be prepared by Subtenant (which form is subject to the prior review and approval of the Sublandlord) describing the Premises, giving the Sublease Term, the name and address of Sublandlord and Subtenant, but containing no other terms or provisions of this Sublease except as may be permitted or required by Sublandlord, which shall be promptly executed and delivered by both parties. The notice of sublease may be recorded by either party, at the sole cost and expense of the party so recording.

(i) If any clause or provision of this Sublease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during the Sublease Term, the intention of the Parties hereto is that the remaining parts of this Sublease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

(j) This Sublease may be executed in counterparts by the parties hereto, including via electronic signature, and all such counterparts when delivered to the other party and taken together shall be deemed to be one original.

[COUNTERPART SIGNATURE PAGES FOLLOW]

EXHIBIT N

Street Address
City, Province
Wendy's Site #_____

IN WITNESS WHEREOF, this Sublease has been duly executed by the parties hereto as of the day and year first above written.

SUBLANDLORD:

WENDY'S PROPERTIES, LLC

By:_____
Name: _____
Title: _____

EXHIBIT PAGE
DO NOT SIGN HERE

By:_____
Name: _____
Title: _____

Dated: _____

Legal Approved: _____

Portfolio Management Approved: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 202__ by _____ and _____,

of **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company, on behalf of the limited liability company.

EXHIBIT PAGE
DO NOT SIGN HERE

_____
Notary Public

(SEAL)

My Commission Expires:
_____

EXHIBIT N

Street Address
City, Province
Wendy's Site #_____

SUBTENANT:

_____

By:_____
Name: _____
Title: _____

Dated: _____

EXHIBIT PAGE
DO NOT SIGN HERE

STATE OF _____
COUNTY OF _____

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the _____ day of _____ 20__ before me personally appeared _____ the _____ of _____, an _____ limited liability company, who are known to me as the persons and officers described in and who executed the foregoing instrument on behalf of said company, and who acknowledge that they held the positions or titles set forth in the instrument and certificate, that they signed the instrument of behalf of the company by proper authority, and that the instrument was the act of the company for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

EXHIBIT PAGE
DO NOT SIGN HERE

_____

(SEAL) Notary Public

EXHIBIT N

Street Address
City, Province
Wendy's Site #_____

ACKNOWLEDGMENT OF CROSS DEFAULT PROVISIONS

The undersigned hereby join in the execution of this Sublease for the purpose of acknowledging the cross-default provisions contained in Section 18 hereof.

EXHIBIT N

Street Address
City, Province
Wendy's Site #_____

EXHIBIT A TO SUBLEASE

Description of the Real Property

EXHIBIT N

EXHIBIT B TO SUBLEASE

SUBLEASE GUARANTY

As of this _____ day of _____, 202_, the undersigned guarantor, **_____**, a _____ (hereinafter referred to as "**Guarantor**"), having an address of _____, for and in consideration of mutual promises, the leasing of the Real Property (as defined below) to **_____, a _____**, as "Subtenant" (the "**Subtenant**"), and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby covenants and agrees to guarantee the payment and performance by Subtenant of all the terms, covenants, conditions and agreements (collectively, the "**Obligations**") contained in that certain Sublease dated as of even date herewith (hereinafter referred to as the "**Sublease**"), by and between Subtenant herein named and _____, a _____, as "Sublandlord" (the "**Sublandlord**"), for that certain property located at _____ (the "**Real Property**"). Guarantor hereby represents and warrants that the Sublease to Subtenant herein named will be to the interest and advantage of Guarantor and acknowledges and agrees that this Sublease Guaranty is a substantial inducement to Sublandlord to enter the Sublease. Guarantor further agrees to pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by Sublandlord in endeavoring to collect or enforce the terms of this Sublease Guaranty and/or Obligations of Subtenant under the Sublease.

Guarantor further agrees that this Sublease Guaranty and Guarantor's liability hereunder shall not be impaired or affected by any modification, supplement, extension or amendment of the Sublease to which the parties, including without limitation Subtenant named herein, may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed, nor by any other agreements or arrangements whatever with Subtenant. The liability of Guarantor hereunder is direct and unconditional and may be enforced without requiring Sublandlord to first resort to any other right, remedy or security. No Guarantor shall have any right of subrogation, reimbursement or indemnity whatsoever unless and until all the Obligations have been paid in full. This Sublease Guaranty is a continuing guaranty that shall remain in full force and effect during the term of the Sublease unless Sublandlord and Subtenant mutually agree in writing to terminate this Sublease Guarantee, whereupon this Sublease Guaranty will have no further force or effect; provided, however, that if the term of the Sublease is terminated due to the uncured breach or default by Subtenant, then Guarantor's liability hereunder shall continue with respect to the unfulfilled Obligations of Subtenant. Neither the discharge of Subtenant or of any other person or party from the Obligations in bankruptcy or in any similar proceeding or other event shall discharge or satisfy the liability of Guarantor hereunder except the full performance of all the Obligations.

Guarantor also agrees to indemnify Sublandlord and hold Sublandlord harmless against all obligations, demands and liabilities, by whomever asserted, and against all losses in any way suffered incurred or paid by Sublandlord as a result or in any way arising directly out of, or from, an uncured breach by Subtenant of any of the Obligations, and to pay all costs and expenses, including reasonable attorneys' fees actually incurred, of any proceeding by Sublandlord to enforce this Sublease Guaranty.

Guarantor also expressly waives the following (except as expressly provided for or reserved herein): notice of acceptance hereof; the right to a jury trial in any action hereunder; presentment and protest of any instrument and notice thereof; and all other notices to which any Guarantor might otherwise be entitled.

Guarantor agrees that upon Sublandlord's request, said Guarantor shall provide the most current financial statements of said Guarantor prepared in accordance with generally accepted accounting principles consistently applied and certified by a certified public accountant to be true and correct.

This Sublease Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties shall be binding upon and inure to the benefit of Guarantor, Subtenant and Sublandlord, and their

respective successors and assigns. This Sublease Guaranty may not be changed or modified, except by a written instrument signed by each Guarantor, Subtenant and Sublandlord. Notices under or pursuant to this Sublease Guaranty and/or the Sublease shall be given either by United States Postal Service certified mail return receipt requested, or by receipted same-day or overnight private courier service (e.g., Federal Express or similar carrier), to a party at their address specified in the Sublease or to their last address specified by at least ten (10) days' notice to the other party. Notices shall be deemed effective on the date of delivery, as evidenced by return receipt, or the date of refusal to accept delivery or inability to deliver, as evidenced by return receipt or by records or the courier service. The obligations of Guarantor hereunder shall be joint and several.

THE UNDERSIGNED (AND EACH OF THEM, IF MORE THAN ONE) HEREBY (A) ACKNOWLEDGES AND AGREES WITH THE CROSS-DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 18 OF THE SUBLEASE AGREEMENT AND ALL OTHER TERMS AND CONDITIONS OF THE SUBLEASE AGREEMENT RELATING TO THE FRANCHISE AGREEMENT AND THE RELATED AGREEMENTS (AS SUCH TERMS ARE DEFINED IN THE SUBLEASE AGREEMENT) AND (B) ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF THE UNDERSIGNED SHALL NOT BE AFFECTED BY ANY MODIFICATION, SUPPLEMENT, EXTENSION OR AMENDMENT OF THE SUBLEASE AGREEMENT TO WHICH THE PARTIES, INCLUDING WITHOUT LIMITATION, SUBTENANT, MAY HEREAFTER AGREE, NOR BY ANY MODIFICATION, RELEASE OR OTHER ALTERATION OF ANY OTHER AGREEMENTS OR ARRANGEMENTS WHATEVER WITH SUBTENANT, REGARDLESS OF WHETHER THE UNDERSIGNED CONSENTS THERETO OR HAS NOTICE THEREOF.

Delivery of an executed copy of this Sublease Guaranty by facsimile or electronic transmission shall constitute a valid and binding execution and delivery of this Sublease Guaranty, and such copy shall constitute an enforceable original document.

IN WITNESS WHEREOF, Guarantor has caused this Sublease Guaranty to be executed and delivered as of date first set forth above.

_____
[GUARANTOR]

EXHIBIT N

Street Address
City, Province
Wendy's Site #_____

EXHIBIT C TO SUBLEASE

GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective this _____ day of _____, 202__. As a requirement of and in consideration for the willingness on the part of **Wendy's Properties, LLC** to enter into a Prime Lease and Sublease pursuant to that REPP LOA dated _____, 202__ with the undersigned, and as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Quality Is Our Recipe, LLC, a Delaware limited liability company ("**Franchisor**"), its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy's restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

_____ By: _____
Title: _____

EXHIBIT PAGE
DO NOT SIGN HERE

_____ _____
Individually

EXHIBIT O

Writer's Direct Address:
One Dave Thomas Blvd.
Dublin, OH 43017

Direct Dial No. (614) 764-3265
Megan.Roberts@wendys.com

____, 2023

[Franchisee]

RE: Build-to-Suit Letter of Agreement between Wendy's Properties, LLC ("**Wendy's**") and _____ (collectively, the "**Franchisee**") for the development and construction of a new Wendy's Restaurant to be located at _____ (the "**Restaurant**")

BUILD-TO-SUIT
LETTER OF AGREEMENT

Dear Franchisee:

This *Build-to-Suit Letter of Agreement* (this "**BtS Agreement**") sets forth the agreement between Wendy's and Franchisee in connection with Franchisee's election to participate in Wendy's build-to-suit program, pursuant to which Wendy's will develop and construct the Restaurant and lease or sublease the same to Franchisee.

In consideration of the covenants and agreements contained in this BtS Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wendy's and Franchisee hereby agree as follows:

1. Wendy's, acting in reliance of Franchisee commitment under this BtS Agreement, is willing to undertake the development and construction of one (1) Restaurant. Per this BtS Agreement, Wendy's will do or cause to be done, in Wendy's commercially reasonable discretion, such things as may be necessary to complete the development and construction of the Restaurant, such as: (i) entering into a ground lease (the "**Prime Lease**") for the proposed location and conducting all feasibility reviews for title, survey, soils, and environmental issues and resolving the same to Wendy's satisfaction; (ii) obtaining all required permits, approvals, and other items necessary to commence construction of the Restaurant; (iii) constructing the Restaurant building and related improvements, and equipping the Restaurant with furniture, fixtures, equipment, signage, point-of-sale system, and other restaurant technology (the "**Equipment**"), which Equipment will be purchased directly by Franchisee, all in accordance with Wendy's then-current design plans, specifications, and standards; and (iv) delivering the Restaurant to Franchisee in a condition suitable for Franchisee's operation of the Restaurant in accordance with Wendy's then-current franchise agreement and a Build-to-Suit Sublease Agreement to be entered

into by Wendy's and Franchisee. The services described (i) through (iv) above will be performed by Wendy's in a commercially reasonable manner and are referred to as the "**Real Estate Procurement Services**" and the "**Real Estate Development Services**".

2. **Real Estate Procurement Services**. Subject to the terms of this BtS Agreement, Franchisee desires and Wendy's accepts and agrees that Wendy's will perform the **Real Estate Procurement Services**, which include Real Estate Services and Transaction Services:

A. **"Real Estate Services"** will be provided by the "**Real Estate Services Team"** which will include Wendy's employees designated by Wendy's, including, but not limited to a Real Estate Director who shall directly oversee all Real Estate Services, and/or may also include advisors engaged directly by Wendy's and selected by Wendy's in its sole and absolute discretion. The Real Estate Services may include, but are not limited to, the following:

(i) Identifying and touring quality site(s) and obtaining Franchisee's approval;

(ii) Negotiating with a third-party landlord or seller and their respective brokers or agents to develop key deal points (subject to Franchisee's commercially reasonable approval) and entering into a non-binding letter of intent subject to usual and customary contingencies and approvals;

(iii) Coordinating with Wendy's Construction Department to develop preliminary site plans and proposed building designs;

(iv) Ordering a site investigation report ("**SIR**") and developing a preliminary budget with Wendy's Construction Department and Finance Department;

(v) Managing Wendy's internal approval processes, including creating a deal summary and presentation package for consideration by Wendy's Executive Capital Committee ("**CAPCOM**") and presenting the proposed opportunity to CAPCOM for its initial approval;

(vi) After CAPCOM initial approval, engaging Wendy's Transaction Services Team (defined below) to commence Transaction Services for the Restaurant;

(vii) Collaborating with the Transaction Service Team and supporting lease negotiation and relationship with landlord or seller and brokers or agents through to lease or purchase agreement execution;

(viii) Facilitating the administration of the Transaction Services by the Transaction Services Team and the Real Estate Development Services by Wendy's Construction Manager, including, but not limited to: supervising the feasibility reviews for title, survey, soils and environmental; managing the permitting and final approvals processes; obtaining final budget approvals from CAPCOM; tracking the waiver and satisfaction of lease or purchase agreement contingencies; and tracking completion of the construction of the Restaurant until the opening of the Restaurant;

and billing and collecting payments due from Franchisee and/or any third-party landlord or seller; and

(ix) Managing the ongoing lease relationship with the third-party landlord and Franchisee.

B. "**Transaction Services**" will be provided by the "**Transaction Services Team**" which may include members of the Real Estate Services Team, and additional Wendy's legal, portfolio management, and other employees designated by Wendy's and/or may also include advisors engaged directly by Wendy's (e.g., outside legal counsel selected by Wendy's in its sole and absolute discretion). The Transaction Services may include, but are not limited to, the following:

(i) Preparation of this BtS Agreement and related legal documentation including the *General Release of All Claims*;

(ii) Reviewing the letter of intent and consultation with Real Estate Services Team regarding any open issues and presentation to CAPCOM;

(iii) Following CAPCOM approval, managing the legal documentation needs related to the Real Estate Development Services by Wendy's Construction Manager;

(iv) Drafting and negotiating the Prime Lease or purchase agreement with landlord or seller and working with the Real Estate Services Team to resolve deal points through execution of agreement;

(v) Preparing the Sublease Agreement and Sublease Guaranty, and requesting the preparation of Wendy's *Unit Franchise Agreement* ("**Franchise Agreement**") by Quality is Our Recipe, LLC ("**Franchisor**"), and collecting sums due from Franchisee under such agreements; and

(vi) Ordering all feasibility reviews and resolving the same to Wendy's satisfaction for title, survey, soils and environmental issues (the "**Due Diligence Materials**"); tracking and extending the permitting and final approvals periods as necessary; confirming the waiver of lease or purchase agreement contingencies; and tracking completion until the opening of the Restaurant and documenting rent commencement dates and preparing and recording (where appropriate) a memorandum of lease; and collection of any third-party landlord or seller inducements and delivery of title insurance policy.

"Real Estate Services" and/or "Transaction Services" do not include the following "Exclusions": Franchisee's own legal fees; costs and expenses due and payable by the Franchisee related to the purchase and installation of the Equipment; the Reimbursables (defined below), any costs and expenses incurred by Franchisee for any financing or any due diligence materials and reviews by its lender. All fees and costs related to the any such issues are not included in the fees described in Sections 3, 4, and 5 below and shall be paid by directly Franchisee when due (or as a reimbursement to Franchisor). *Note: For purposes of the BtS program, Wendy's shall be directly responsible for all vendor costs associated with the Due Diligence Materials.*

Further, neither the Real Estate Procurement Services (including the associated Real Estate Services and Transaction Services) nor the Real Estate Development Services may be deemed or construed as being legal services or legal advice to Franchisee. Franchisee acknowledges and agrees that Wendy's strongly recommends that Franchisee retains their own legal counsel to provide legal assistance in connection with this BtS Agreement and all agreements referenced in this BtS Agreement and with respect to its development of the Restaurant and their associated business to own and operate the Restaurant under the Franchise Agreement.

3. As consideration for the Real Estate Procurement Services provided by Wendy's under this BtS Agreement, Franchisee acknowledges and agrees as follows:

   A. Upon execution of this BtS Agreement, Franchisee shall remit to Wendy's a "**Real Estate Services Fee**" of **$12,500.00** (plus applicable sales taxes);

   B. The Real Estate Services Fee shall be deemed fully earned and non-refundable upon payment by Franchisee to Wendy's whether or not a Restaurant is ultimately developed under this BtS Agreement.

   C. Upon CAPCOM initial approval, Franchisee shall remit to Wendy's a "**Transaction Services Fee**" of **$17,500.00** (plus applicable sales taxes).

   D. The Transaction Services Fee shall be deemed fully earned and non-refundable upon payment by Franchisee, unless the transaction is terminated prior to the execution of a Prime Lease or purchase agreement, in which limited instance only the unused balance thereof, after deduction for any actual costs and expenses incurred by Wendy's for outside legal counsel, due diligence services or otherwise due and/or paid to any Additional Service Providers, shall be refundable to Franchisee. In the event that Wendy's and Franchisee mutually agree to commence work on the preparation of a Prime Lease or purchase agreement ahead of initial CAPCOM approval, Wendy's reserves the right to request payment of the Transaction Services Fee prior to CAPCOM approval as a condition prior to engaging outside legal counsel and/or Additional Service Providers; and

   E. Franchisee shall execute and deliver to Wendy's the *General Release of All Claims* in the form attached hereto and made a part hereof as **Exhibit A**.

4. **Real Estate Development Services.** Upon receiving CAPCOM initial approval of the proposed terms for the acquisition of the Restaurant Site, Wendy's shall commence with the **Real Estate Development Services**. In consideration of Wendy's agreement to move forward with such Real Estate Development Services, Franchisee shall pay to Wendy's (i) a non-refundable, non-applicable "**Project Fee**" of **$40,000.00** (plus applicable sales taxes) as consideration for the Real Estate Development Services to be provided by Wendy's under this BtS Agreement.

   A. Services. The Real Estate Development Services as funded by the Project Fee, include, generally Wendy's costs and expenses of providing certain project management services (the "**Services**") with respect to the construction of the Restaurant (for purposes of such Services, the "**Project**"). In performing its Services, Wendy's will provide sufficient organization, personnel, and

management to carry out the requirements of this BtS Agreement. Wendy's will designate a Wendy's employee to act as the construction manager (the "**Construction Manager**") for the Project, and may reassign such personnel or designate additional personnel, in Wendy's sole and absolute discretion, to perform the Services for the Project. The Construction Manager will provide and coordinate all Services through completion of the Project. Further, Wendy's may elect to retain architects, space planners, engineers, general contractors, local legal counsel or consultants or permit expeditors, kitchen equipment suppliers and/or other consultants and contractors in connection with the Project ("**Additional Service Providers**") selected by Wendy's in its sole and absolute discretion. Wendy's will perform the Services with care, skill, and diligence, in accordance with the standards applicable generally to those performing similar services and in accordance with applicable federal, state, and local laws, ordinances and regulations. Wendy's agrees to use commercially reasonable, good faith efforts to perform the Services so that the Project is completed within the time schedule as determined by the mutual agreement of Wendy's and Franchisee with input from Wendy's Additional Service Providers (the "**Project Schedule**").

B. Expenses. Notwithstanding the foregoing and the Project Fee set forth above, any out-of-pocket expenses (the "**Reimbursables**") incurred by Wendy's in connection with Project, including, but not limited to, travel expenses and the costs to install Franchisee's Equipment, are excluded from the Project Fee for Project and shall be reimbursed by Franchisee separately within thirty (30) days of Franchisee's receipt of an invoice for such out-of-pocket expenses. Travel expenses will be charged and managed in accordance with Wendy's current travel policy guidelines, as may be modified from time to time. The Franchisee acknowledges that it has received Wendy's current travel policy.

C. Taxes and Equipment. The Project Fee and any other fees or charges to Franchisee pursuant to this BtS Agreement are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"), and such Taxes shall be paid by Franchisee. Further, Franchisee acknowledges and agrees that it is solely responsible to order and purchase and pay for all necessary Equipment required for the Restaurant. Franchisee agrees to order all Equipment with as much lead time as advised by the Wendy's so that the Equipment will be available and ready for installation according to the Project Schedule.

5. Once the Prime Lease or purchase agreement is ready for full execution by Wendy's and prior to Wendy's execution thereof and as further consideration under this BtS Agreement, Franchisee agrees to sign and deliver to Wendy's the *Build-to-Suit Sublease Agreement (or BtS Lease,* if applicable*)* (together with the *Sublease Guaranty* and *General Release of All Claims*) (the "**BtS Sublease**"). During the course of construction of the Restaurant, but in any event at least ninety (90) days prior to opening, Franchisee must sign and deliver to Franchisor (i) Franchisor's then-current franchise agreement and related documents, including a guaranty, (ii) such certificates of insurance as required to be carried by Franchisee under the Sublease Agreement, and (iii) remit **$50,000** (plus applicable taxes)

to Franchisor for the "**Technical Assistance Fee**" due under the Franchise Agreement (unless an applicable incentive program waiver applies or a credit remains on Franchisee's account that is approved by Wendy's to be applied). A copy of the BtS Sublease is attached hereto as **Exhibit B**.

6. Franchisee expressly acknowledges and agrees that with respect to the Restaurant only, the rent payable under the BtS Sublease (or the BtS Lease) will be determined by Wendy's and will typically equate to the amount paid by Wendy's under the Prime Lease (or in the case that Wendy's purchases the land, a BtS Lease with a fixed market rent determined by Wendy's subject to increases every five (5) years), plus a monthly BtS Percentage Rent as determined by Wendy's, plus a "Lease Administration Fee" in the amount of $6,000.00 per annum (payable in equal monthly installments) subject to periodic increases as may be determined from time-to-time by Sublandlord (not to exceed 5% year over year). Further, the royalty rate for the Restaurant shall be six percent (6%) of the Restaurant's previous months' Gross Sales as further defined in the Franchise Agreement

7. Franchisee acknowledges and agrees that Franchisee will be required to open the Restaurant for business within **ten (10)** days following the "substantial completion" of the Restaurant (subject to any punch list items that will not materially impair Franchisee's ability to open and operate the Restaurant) as may be determined by Wendy's general contractor and/or as certified by Wendy's, in its capacity as sublandlord under the BtS Sublease.

8. Franchisee acknowledges and agrees that at such time that Franchisor grants the franchise and licensed rights for the Restaurant, the named Franchisees are required to sign Franchisor's then-current Franchise Agreement, which at that time may differ from, or be in addition to, the Franchisee referenced hereunder. In such event, Franchisee, at Franchisor's request, agrees to assign their rights fully or partially under this BtS Agreement to such named franchisees under the Franchise Agreement, and such named franchisees under the Franchise Agreement must have received Franchisor's current Franchise Disclosure Document at least 14 calendar days before signing the Franchise Agreement or before paying any fees. Further, Franchisee acknowledges and agrees that nothing in this BtS Agreement constitutes a grant of franchise rights to Franchisee, and that such grant will occur in the future subject to compliance with Franchisor's requirements.

9. If Wendy's does not have a fully executed letter of intent to enter into a Prime Lease (or purchase agreement) for a Restaurant to be developed under this BtS Agreement within eighteen (18) months from the date of this BtS Agreement, this BtS Agreement shall continue on a month-to-month basis and may be terminated by either party with at least 30 days' prior written notice to the other party. Additionally, after said eighteen (18) months, Wendy's reserves the right to increase the fees under this BtS Agreement to the then-current fees charged by Wendy's. Further, Wendy's reserves the right to terminate this BtS Agreement for good cause in Wendy's commercially reasonable discretion, including but not limited to, a failure of any of Wendy's contingencies under the Prime Lease. Except where specifically described in BtS Agreement, all payments made pursuant to this BtS Agreement are non-refundable.

EXHIBIT O

10. Wendy's reserves the right to delay construction, suspend construction on the Restaurant at any time prior to the completion thereof, or terminate this BtS Agreement if Franchisee defaults in any of the material obligations under this BtS Agreement, the Sublease or the Franchise Agreement, including, by way of example only, failure to provide adequate proof of the insurance required under the Sublease, non-payment of any of the fees due under this BtS Agreement, or non-payment for any of the Reimbursables, Equipment, or Taxes.

11. Without Wendy's prior written consent, and except as set forth herein, Franchisee may not assign this BtS Agreement under any circumstance.

12. Address for Notices. The addresses of Franchisee and Wendy's for service of any notices and reports hereunder shall be respectively as follows:

Wendy's:	Franchisee:
Wendy's Properties, LLC One Dave Thomas Blvd. Dublin, OH 43017 Attn: Legal Department (Real Estate Site #_____)	_____ _____ _____
with a copy to:	with a copy to:
Quality Is Our Recipe, LLC One Dave Thomas Blvd. Dublin, OH 43017 Attention: Legal Department (Real Estate Site #_____)	_____ _____ _____

13. FRANCHISEE ACKNOWLEDGES THAT WENDY'S PROVISION OF THE REAL ESTATE PROCUREMENT SERVICES AND/OR THE REAL ESTATE DEVELOPMENT SERVICES UNDER THIS BTS AGREEMENT DOES NOT CONSTITUTE A REPRESENTATION, WARRANTY, OR GUARANTY, EXPRESS, IMPLIED OR COLLATERAL, REGARDING THE CHOICE AND LOCATION OF THE RESTAURANT, NOR THAT THE RESTAURANT WILL ACHIEVE ANY LEVEL OF SALES, PROFITS OR SUCCESS. FRANCHISEE ACCEPTS ALL RISKS CONNECTED WITH THE IDENTIFICATION, DEVELOPMENT AND OPERATION OF THE RESTAURANT AT THE RESTAURANT SITE. NOTWITHSTANDING ANYTHING IN THIS BTS AGREEMENT TO THE CONTRARY, WENDY'S DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES RELATED TO THE REAL ESTATE SERVICES AND THIS BTS AGREEMENT, AND NEITHER WENDY'S NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES OR SUBSIDIARIES SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM, OR RELATED TO, WENDY'S PERFORMANCE OF THE REAL ESTATE SERVICES HEREUNDER, INCLUDING ENVIRONMENTAL OR SITE CONDITIONS, FAILURE OF NEGOTIATIONS, FRANCHISEE'S COSTS OF

ANY KIND, FAILURE TO OBTAIN WENDY'S APPROVALS, AND FAILURE TO IDENTIFY A RESTAURANT SITE.

14. Miscellaneous.

a. Confidentiality. Except as may be required by any governmental entity having jurisdiction over either of the parties, and except as may be necessary to perform services hereunder, each party to this BtS Agreement shall not disclose to any third party any confidential information that either party makes available to the other, including the information relating to the Project or the terms of this BtS Agreement. Each party agrees to limit access to any such information to those employees and representatives reasonably requiring such access for purposes of providing the Services and shall request that its employees and representatives maintain the confidentiality of such information in accordance with the terms hereof.

b. Complete Agreement; Amendments. This BtS Agreement and all Exhibits attached hereto, which are incorporated herein by this reference, contain the entire agreement between Franchisee and Wendy's and supersedes and replaces all previous agreements, whether written or oral, with respect to the subject matter of this Agreement. This BtS Agreement may not be changed, modified, amended, or discharged, except by an agreement in writing.

c. No Partnership. Nothing contained in this BtS Agreement or in any of the contract documents relating to the Project shall be deemed or construed by the parties hereto or by any third person to create the relationship of partnership or joint venture. Wendy's is entering into this BtS Agreement solely as a potential build-to-suit landlord or sublandlord to Franchisee and each party acknowledges that no fiduciary or franchise relationship exists between Franchisee and Wendy's by virtue of this BtS Agreement.

d. Publicity and Confidential Information. Wendy's and Franchisee shall not publicize its involvement in the specific work contemplated by this Agreement or supply any person with information concerning this BtS Agreement, the Project, or without prior written approval of the other party except where necessary to carry out the obligations under this BtS Agreement. Franchisee shall not use or supply to any third person (or shall cause any of its contractors, agents, or employees not to use or supply) any information relating to any manufacturing process or any trade secrets of Wendy's which the Franchisee may have acquired in the Project under this BtS Agreement.

e. Non-Solicitation of Employees. Franchisee and Wendy's agree not to, without the prior written consent of the other party, directly or indirectly, make any offers, enticements or inducements to cause any employee of the other party (while such employee is employed by such other party and for a period of one (1) year after the completion of the Project) to leave the employ of such other party and to enter into employment with the enticing party, including without limitation, engaging such employee as an independent contractor. Notwithstanding the foregoing, such limitation shall not apply to an employee of either party where such employee's employment has been terminated by the original employing party, or where such employee directly approaches the other party without any offer, enticement, or inducement from such other party. In the event of a breach of this provision, and because the parties acknowledge the difficulty of calculating actual damages in such

an event, the breaching party agrees to pay, as liquidated damages and not as a penalty, the sum of $100,000.00 for each employee hired in violation of this subsection.

f. Applicable Law. This BtS Agreement shall be construed in accordance with and governed by and interpreted in accordance with the laws of the State of _____.

g. Survival. The indemnification provisions of this BtS Agreement shall survive the expiration or termination of this BtS Agreement.

h. Successors and Assigns. Neither party may assign its rights or obligations hereunder except to an affiliate or to any entity which acquires all or substantially all the assets and business of either party. Except as set forth in the immediately preceding sentence, this BtS Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

i. Limitation on Liability. Notwithstanding anything else contained in this BtS Agreement herein to the contrary, each party shall look solely to the assets of the other party for satisfaction of any liabilities or obligations relating to this engagement, and no officer, director, employee, partner, affiliate, shareholder, or agent of either party shall be personally responsible for any such liabilities or obligations. In addition, each party waives any claims for punitive, consequential, speculative or exemplary damages that may or may not arise out of this BtS Agreement, including, without limitation, lost revenue or profit, even if a party has knowledge of the possibility of such damages; and, in no event shall Wendy's liability to Franchisee with respect to the Project exceed the annual fees paid, or if such liability should be covered by the insurance required to be carried by Wendy's as set forth in this Agreement, the limits of insurance set forth in this BtS Agreement for the applicable insurance policy.

j. Litigation Expenses. If there is any litigation between the parties with respect to this BtS Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all its costs and expenses in such litigation, including reasonable attorneys' fees and court costs, from the other party.

k. Taxes. The fees or charges to Franchisee pursuant to this BtS Agreement are exclusive of any applicable taxes, including, without limitation, sales, use, excise, value-added or ad valorem taxes (collectively, "**Taxes**"). The parties acknowledge and agree that Wendy's is not intended to be, nor shall it be deemed to be, a "reseller" of any goods or services and that all transactions or invoices approved by and/or posted by and/or through Wendy's or through Gateway is solely for the convenience of Franchisee. Franchisee shall be directly responsible for determining whether Taxes apply to any transactions arising pursuant to this Agreement and to whom such Taxes are properly payable and shall bear full liability for such Taxes. Any Taxes for which Wendy's believes it is legally obligated to collect from Franchisee with respect to transactions arising pursuant to this Agreement will be separately stated on the applicable invoice provided by Wendy's to Franchisee and shall be due and payable by Franchisee to Wendy's absent receipt of evidence from Franchisee validating Franchisee's exemption from such Taxes. Notwithstanding anything to the foregoing, Franchisee shall bear full responsibility for any tax, interest or penalties imposed by any taxing authority because of Franchisee's failure to timely or completely pay Taxes,

to Wendy's or the appropriate taxing authority, on any transactions or payments arising pursuant to this BtS Agreement and Franchisee agrees to indemnify and defend Wendy's against for any claims, fines, charges, or other losses (civil and criminal) related to such Taxes.

l. Rules of Interpretation. The headings set forth herein are for the convenience of the parties only and shall not be used to interpret the meaning of this BtS Agreement. Each party agrees that it has been represented by counsel and has participated in the negotiation of this BtS Agreement, and this BtS Agreement shall not be construed against either party on the theory that such party drafted this BtS Agreement. In the event any provision of this BtS Agreement shall be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected thereby.

m. Force Majeure. Wendy's shall be excused from the performance of any of their obligations, or the performance or pursuit of any items pursuant to the timelines or critical dates declared by Franchisee or its Additional Service Providers or third-parties, for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, local, state/provincial or national emergencies, the inability to obtain any material or services, riots, insurrections, the act or failure to act of the other party due to the any of the conditions in this subsection, adverse weather conditions preventing the performance of work as certified by the general contractor and/or architect, war, pandemic outbreak or other health emergency declared by the World Health Organization, the Center for Disease Control or other applicable governmental health department, or other reason beyond such party's reasonable control, or acts of God; subject to any express provision in this Agreement stating that force majeure shall not excuse a delay. The foregoing shall not excuse the payment of rents or other monetary obligations owed by Franchisee to Wendy's or to a third-party.

n. Authority; Execution. The undersigned, signing on behalf of Franchisee, represents, warrants, and agrees that (s)he is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "franchisees"/"franchise owners" under the Franchise Agreements and that this BtS Agreement constitutes a valid and binding legal obligation of all such named franchisees/franchise owners of the Franchise Agreement. This BtS Agreement may be executed and exchanged by facsimile or electronic mail transmission and the facsimile or electronic mail copies of each party's respective signature will be binding as if the same were an original signature. This BtS Agreement may also be executed using electronic signatures, which each party acknowledges is a lawful means of obtaining signatures in their respective jurisdictions. Each party agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. Each party further agrees that its use of a keypad, mouse, or other device to select an item, button, icon, or similar act/action, regarding any agreement, acknowledgment, consent terms, disclosures or conditions constitutes its signature, acceptance, and agreement as if signed by such party in writing.

If you agree with the requirements described above and provided you have received Wendy's current Franchise Disclosure Document at least fourteen (14) calendar days prior to your execution of this Letter of Agreement, please sign in the space provided below and return an

EXHIBIT O

original signed copy of this BtS Agreement to Wendy's Properties, LLC, c/o The Wendy's Company, One Dave Thomas Blvd., Dublin, Ohio 43017, Attn: Megan Roberts (with an electronic copy of the same to Megan.Roberts@Wendys.com; and Kelly.Smith@Wendys.com). Additionally, please tender payment on the invoice issued this date on iReceivables for the Real Estate Services Fee $12,500.00 (plus applicable sales taxes).

Upon receipt of the above, Wendy's will commence the Real Estate Services. Our team looks forward to working with you on this project and thanks you for your cooperation.

Sincerely,

WENDY'S PROPERTIES, LLC

Megan Roberts
Director – Global Real Estate Counsel

MR/ks

ACKNOWLEDGED AND AGREED TO BY

FRANCHISEE:

_____

By:_____
Name:_____
Title: _____

EXHIBIT PAGE
DO NOT SIGN HERE

_____
_____, Individually

Exhibit A – General Release of All Claims

Exhibit B – Sublease Agreement (with Sublease Guaranty and General Release of All Claims)

EXHIBIT O

EXHIBIT A TO BTS AGREEMENT

GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective this _____ day of _____, 202_. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company ("**Franchisor**"), to enter into a BtS Agreement to be executed contemporaneously herewith, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy's restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

_____ By: _____
Title: _____

_____ _____
Individually

EXHIBIT PAGE
DO NOT SIGN HERE

EXHIBIT O

EXHIBIT B TO BTS AGREEMENT

BUILD-TO-SUIT SUBLEASE AGREEMENT

THIS BUILD-TO-SUIT SUBLEASE AGREEMENT (the "**Sublease**") is made and entered into as of _____, 202__ (the "**Effective Date**"), by and between **WENDY'S PROPERTIES, LLC,** a Delaware limited liability company ("**Sublandlord**") and _____, a _____ ("**Subtenant**").

RECITALS

WHEREAS, _____, a _____ ("**Prime Landlord**"), as landlord, and Sublandlord, as tenant, are parties to that certain _____ dated _____, *as amended by _____ dated _____, as assigned by _____ dated _____* (collectively, the "**Prime Lease,**" a full and complete copy of which has been provided to Subtenant as of the date of this Sublease, and which is incorporated herein by reference), whereby Sublandlord leases from Prime Landlord the land, together with all improvements thereon and all rights, easements and appurtenances thereunto belonging, located at _____, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Real Property**").

WHEREAS, the Real Property will be improved by Sublandlord with a "Wendy's" restaurant building and related improvements (the "**Restaurant**"). The Real Property and improvements, including the Restaurant, are all referred to in this Sublease collectively as the "**Premises**".

WHEREAS, in conjunction with Sublandlord's construction of the Restaurant, Subtenant will purchase certain furniture, fixtures and equipment (including POS systems and signage) to be located at the Restaurant that is used in the operation of the Restaurant (collectively, the "**Equipment**").

WHEREAS, simultaneously herewith, Subtenant and _____, as Guarantor under this Sublease, collectively as the named "**Franchisee**", and Sublandlord, as "**Franchisor**", have entered or will enter into that certain Unit Franchise Agreement for the operation of the Restaurant, including, without limitation, all addenda, supplements, letters of agreement and letters of understanding with respect thereto (collectively, the "**Franchise Agreement**").

WHEREAS, as evidenced by Subtenant's execution of this Sublease, Subtenant acknowledges and agrees that it has received and reviewed a full and complete copy of the Prime Lease, and has consented to and approved the terms and conditions, rights and obligations as stated in Prime Lease, and further acknowledges and agrees that it is ready, willing and able to proceed with the opening of the Restaurant in a timely manner as further required of it under this Sublease and in the Franchise Agreement.

WHEREAS, Sublandlord desires to sublease the Premises to Subtenant and Subtenant desires to sublease the Premises from Sublandlord on the terms and conditions set forth in this Sublease.

WHEREAS, as a material inducement to Sublandlord to enter into this Sublease, Subtenant agrees to have Guarantor(s) execute and deliver to Sublandlord a Sublease Guaranty in the form attached hereto as **Exhibit B** (the "**Guaranty**") and agrees to execute and deliver the General Release of All Claim in the form attached hereto as **Exhibit C**.

NOW THEREFORE, for and in consideration of the agreements, covenants, representations and undertakings contained in this Sublease, Sublandlord and Subtenant hereby agree as follows:

EXHIBIT O

1. **Incorporation of Recitals**. The Recitals portion of this Sublease set forth above is hereby incorporated by this reference as fully as though it were here set forth and rewritten.

2. **Sublease of the Premises**. For the terms, at the rent and upon the provisions and conditions contained in this Sublease, Sublandlord does hereby lease, demise and let to Subtenant the Premises, and Subtenant hereby leases and rents the Premises from Sublandlord. SUBTENANT ACCEPTS THE PREMISES IN AN "AS IS" AND "WHERE IS" CONDITION, SUBJECT TO THE EXISTING STATE OF TITLE, ANY STATE OF FACTS WHICH AN ACCURATE SURVEY OR PHYSICAL INSPECTION MIGHT REVEAL, AND ALL APPLICABLE REGULATIONS NOW OR HEREAFTER IN EFFECT, AND IN RELIANCE ON ITS OWN INVESTIGATIONS, AND SUBLANDLORD MAKES NO EXPRESS OR IMPLIED STATEMENTS, REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES AND HEREBY DISCLAIMS THE SAME. NOTWITHSTANDING THE FOREGOING, SUBTENANT SHALL INURE THE BENEFITS FROM ANY WARRANTIES AND GUARANTIES SUBLANDLORD OBTAINED RELATING TO THE CONSTRUCTION OF THE RESTAURANT, TO THE EXTENT SUCH WARRANTIES AND GUARANTIES ARE TRANSFERABLE WITHOUT COST TO SUBLANDLORD.

3. **Term**.

(a) Initial Term. The initial term of this Sublease shall commence on the Effective Date and shall end on the earlier of (a) CONFIRM TERM OF PRIME LEASE [the last day of the _____ [twentieth] Lease Year (as defined below)] [_____], (b) the date on which the Franchise Agreement expires or terminates for any reason whatsoever, (c) the date on which the Prime Lease is sooner terminated for any reason whatsoever, or (d) the date on which this Sublease is terminated by Sublandlord and/or Subtenant in accordance with and pursuant to the terms hereof (the "**Sublease Term**", which shall include any extension or renewal options if granted and exercised as provided herein). In no event shall the Sublease Term extend beyond the term of the Prime Lease, as such term may be extended or renewed by Sublandlord.

(b) Subtenant's Option to Extend the Term. Provided that Sublandlord is entitled to extend the Prime Lease for a like period, Sublandlord hereby grants to Subtenant the right and option to extend the Sublease Term for one (1) additional successive period of _____ (___) years (the "**Extension Term**"). The Extension Term shall begin upon the expiration of the initial term of this Sublease, and all terms, covenants and provisions of this Sublease shall apply to such Extension Term except that Subtenant shall not have any further option to again extend the Sublease Term following the exercise of the above-stated option for the Extension Term. To exercise the Extension Term, Subtenant shall give Sublandlord prior written notice of the irrevocable exercise of the Extension Term not less than two hundred seventy (270) days prior to the expiration of the initial term of this Sublease ***[[NOTE: Notice should be due at least 60 days prior to the date required under the Prime Lease]]***; provided, however, and in all events, that Subtenant shall not be entitled to exercise its option to extend the Sublease Term if, at the time of the exercise of such option or at the time the Extension Term is to begin: (i) Subtenant or a Guarantor is in default under this Sublease , the Franchise Agreement, or any other agreement, lease, sublease, Guaranty, note, or other obligation between Subtenant or Guarantor, on the one hand, and Sublandlord, Wendy's or any of its or their subsidiaries or affiliates, on the other hand (the "**Related Agreements**"); or (ii) the Franchise Agreement has expired or terminated for any reason or does not cover, or has not been renewed in accordance with its terms to cover, the entire Extension Term. It is the express intent and agreement of Sublandlord and Subtenant that the Sublease Term is to run concurrently with the term of the Franchise Agreement and, in the event the Franchise Agreement expires or terminates for any reason, at Sublandlord's option and upon written notice to Subtenant, this Sublease shall simultaneously terminate.

ALTERNATE (b): *No* Right to Extend. Notwithstanding any contrary provision in the Prime Lease, including any extension options granted to Sublandlord as tenant thereunder, Subtenant shall have no option or right to extend the Sublease Term or any term of the Prime Lease.

(c) Holding Over. In the event that Subtenant remains in possession of the Premises after the expiration or termination of this Sublease [and/or otherwise fails to timely complete the "**Purchase Requirement"** as set forth in Section 30 hereof], and notwithstanding any notice and cure provisions in Sections 18 and 19 of this Sublease and in addition to Sublandlord' rights and remedies as set forth herein, at Sublandlord's election, Subtenant may be deemed to be occupying the Premises as a tenant from month-to-month at a rental equal to the greater of] (i) **one and one-half (1½) times** the monthly rental provided for in this Sublease for the last year of the Sublease Term, and (ii) the amount of Rent and other sums due pursuant to the Prime Lease in the event of such holdover. Such month-to-month tenancy may be terminated at any time by either Sublandlord or Subtenant by written notice to the other with the termination date set out in such notice and to be at least thirty (30) days after delivery of the notice. If Subtenant remains in possession of the Premises or any part thereof after the expiration of the Sublease Term or termination of the Sublease, Subtenant agrees to indemnify, defend and hold harmless Sublandlord and Prime Landlord from and against any claims, damages, costs (including legal fees and court costs on a substantial indemnity basis) or other liabilities incurred by Sublandlord and/or Prime Landlord as a result of such holdover, including any fees or penalties assessed pursuant to the Prime Lease, and including claims made by any party who claims a possessory interest in the Premises effective upon the expiration or termination of this Sublease.

(d) Lease Year. The term "**Lease Year,**" as used herein, shall have the meaning set forth in the Prime Lease, or if not defined therein shall mean each January 1 through December 31.

4. Equipment. Subtenant acknowledges and agrees that it is solely responsible to timely order and purchase directly all Equipment required by Franchisor for inclusion in the Restaurant. Provided that Subtenant is not in Default under this Sublease at the time Subtenant purchases its Equipment for the Restaurant, Sublandlord agrees to install the Equipment for Subtenant (at Subtenant's cost and expense).

5. Fixed Annual Rent and BtS Percentage Rent. In consideration of the sublease of the Premises by and from Sublandlord to Subtenant, beginning on the Rent Commencement Date (as defined in the Prime Lease (the "**Rent Commencement Date**") and during the Sublease Term, Subtenant shall pay to Sublandlord, without any prior demand therefor and without any deduction or setoff whatsoever, rental for the Premises as follows:

(a) Fixed Annual Rent. Fixed minimum annual rent, subject to increases every (5) years ("**Fixed Annual Rent**") in the amounts as set forth in the table below, payable monthly in advance in equal consecutive monthly installments of one-twelfth (1/12) of said Fixed Annual Rent. Each such monthly installment shall be due and payable in advance on the first (1st) day of each calendar month during the Sublease Term. If the Rent Commencement Date does not fall on the first day of a calendar month, then the first monthly installment will be a prorated amount based upon the number of days in such month

Lease Years	Fixed Annual Rent	Monthly Fixed Rent
1 – 5	$	$
6 – 10	$	$
11 – 15	$	$
16 – 20	$	$
21 – 25 (Renewal Lease Term)	$	$

EXHIBIT O

Lease Years	Fixed Annual Rent	Monthly Fixed Rent
26 – 30 (Renewal Lease Term)	$	$
31 – 35 (Renewal Lease Term)	$	$

(b) In addition to the payment of Fixed Annual Rent provided above, and separate and in addition to the Royalties and fees due under the Franchise Agreement, Subtenant shall pay to Sublandlord a sum equivalent to ____ percent (___%) of the Restaurant's Gross Sales. The BtS Percentage Rent shall be in addition to any separate charges for "percentage rent" which may be due and payable under the Prime Lease which, if applicable, shall be paid to Landlord in addition to the BtS Percentage Rent (the BtS Percentage Rent and any percentage rent due under the Prime Lease are collectively referred to as being the "**Percentage Rent**"). Following the Rent Commencement Date under the Prime Lease, on the fifteenth (15th) day of each calendar month, the Subtenant shall pay to the Sublandlord the Percentage Rent for the preceding calendar month. For any partial Lease Year, the Percentage Rent shall be prorated accordingly.

(c) Reporting of Gross Sales and Record Keeping. Subtenant shall maintain, and shall preserve for at least three (3) years from the dates of their preparation, full, complete, and accurate books, records, and accounts related to the operation of the Restaurant in accordance with generally accepted accounting principles and shall, at its expense, deliver to Sublandlord, within sixty (60) days after the end of each Lease Year, accurate reports of Gross Sales for the prior Lease Year's operations certified by an independent chartered accountant selected by Subtenant and acceptable to Sublandlord. Subtenant may maintain such books, records, and accounts and provide them to Sublandlord in electronic format. Subtenant shall permit authorized personnel of Sublandlord to inspect and examine Subtenant's books, records, and accounts at any reasonable time. Sublandlord shall also have the right, at any reasonable time, to have an independent audit made of the books, records, and accounts of Subtenant. If an inspection or audit discloses that the reported Gross Sales of Subtenant have been understated, Subtenant shall immediately pay to Sublandlord the amount due as a result of such understated Gross Sales, together with interest on the amount due at the annual rate of twelve percent (12%) calculated from the date such payment was due. In addition, if such audit discloses that the reported Gross Sales of Subtenant have been understated to the extent of two percent (2%) or more, Subtenant shall reimburse Sublandlord for any and all expenses connected with the audit. The foregoing remedies shall be in addition to any other remedies Sublandlord may have under this Sublease or the Franchise Agreement.

(d) Definition of Gross Sales. As used in this Sublease, the term "**Gross Sales**" shall have the meaning set forth in the Prime Lease, or if not otherwise defined therein shall mean means the amount received by Tenant from the sale of products or performance of services made on or from the Leased Premises (including any electronic or mobile orders or delivery orders fulfilled from the Leased Premises), but excluding (i) non-edible promotional items, (ii) sale of gift certificates, redemption of coupons, and refunds or returns, (iii) sales tax or any similar taxes which are by law required to be completed separately and paid by the customer, (iv) discounted sales to employees, and the proceeds from the sale of any Personalty erected or installed on the Leased Premises by Tenant, (v) all sums and credits received in settlement of claims for loss or damage to merchandise, (vi) any sales of product to schools or other similar institutions where the sales price thereof does not exceed the cost to Tenant of said product; and (vii) any delivery fees or service fees collected from the customer and/or paid by the customer or Tenant to third-party service providers (e.g. DoorDash, UberEats) associated with a particular sale transaction.

(e) Financial Statements. In addition to the Annual Sales Report, Subtenant hereby agrees that to the extent any other financial statements, profit/loss statements, sales reports or other similar financial information is required to be provided by the tenant under the Prime Lease, Subtenant shall provide the

same to Sublandlord not less than ten (10) days prior to the date the same are due under the Prime Lease. Notwithstanding any such requirements in any Prime Lease, Subtenant shall also provide to Sublandlord, within fifteen (15) days of special request consistent with a similar request from Franchisor (if any), the most current quarterly and/or fiscal year-end audited financial statements of Subtenant prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, statement of cash flow and footnotes).

(f) Sales Tax. Subtenant shall also pay all sales or similar tax due with regard to the Rent (as defined below), pursuant to the laws of the State in which the Premises are located, if any.

(g) Late Fees. In addition to any other rights and remedies of Sublandlord hereunder, in the event that any Rent and/or other charge or payment due under this Sublease is not paid when due, Subtenant shall pay to Sublandlord a monthly interest charge equal to one and one-half percent (1.5%) per month, calculated from the day such payment of Rent and other charge due hereunder was due until such payment is made.

(h) Automatic Rent Drafting. All Rent and other charges due hereunder shall be paid by electronic fund transfer (EFT) or by such other method or procedure for payment as designated from time to time by Sublandlord. These methods include, but are not limited to, pre-authorized wire transfers, electronic transfers via automated clearing houses or similar commonly accepted methods of funds transfer. Upon Sublandlord's request, Subtenant shall deliver to Sublandlord all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

6. Additional Rent.

(a) From and after the Effective Date, Subtenant agrees to pay, at Subtenant's sole expense and for its own account, the following as "**Additional Rent**": (i) a "Lease Administration Fee" in the amount of $6,000.00 per annum (payable in equal monthly installments) subject to periodic increases as may be determined from time-to-time by Sublandlord (not to exceed 5% year over year); (ii) any and all real property taxes assessed with respect to the Premises as provided in the Prime Lease; (iii) any all utility charges and rates, including, without limitation, all charges for sewer usage or rental, refuse removal, gas, water, heat, electricity and/or telephone and similar taxes, rates, charges and assessments; (iv) any business taxes or license fees and similar taxes which may be charged, levied or assessed in connection with the Premises or Subtenant's leasehold interest therein; (v) any common area operating costs and charges or insurance charges due pursuant to the Prime Lease; and (vi) all other charges and expenses which are the responsibility of Subtenant pursuant to this Sublease or as the tenant under the Prime Lease, including, but not limited to any separate charges related to a pylon or other sign

(b) With respect to any Additional Rent, Sublandlord shall have the right to either (i) provide a copy of such invoice to Subtenant promptly following Sublandlord's receipt of same, following which Subtenant shall pay such amount directly to the billing authority as and when the same is due, or (ii) remit such amounts directly to the billing authority for and on behalf of Subtenant and to provide written request to Subtenant for reimbursement of such amounts, which reimbursement Subtenant shall pay to Sublandlord within fifteen (15) days of receipt of such request. With respect to property taxes, Subtenant shall pay in advance, with each monthly installment of Rent, an amount equal to $1/12^{th}$ of the annual property tax amount applicable to the Premises for the prior tax year as an estimate of the property tax due for such current year, and within ninety (90) days following Sublandlord's payment of the actual tax bill for such current year, Sublandlord shall either remit any overage amount previously paid by Subtenant (or at Sublandlord's option shall credit such amount against Rent to be paid by Subtenant subsequent to such date) or provide a written account of any shortfall in the amounts previously paid by Subtenant, which shortfall shall be paid within fifteen (15) days of receipt of such request.

(c) Subtenant shall contract for, in its own name, and pay when due all charges for the connection and use of water, gas, electricity, telephone, garbage collection, sewer use, and other utility services supplied to and necessary for the operation of the Premises during the Sublease Term. Under no circumstance shall Sublandlord be responsible for any interruption of any utility service.

(d) If Subtenant fails to pay when due any Additional Rent required to be paid by Subtenant pursuant to this Sublease, Sublandlord shall have the right to pay the same at the expense of Subtenant after fifteen (15) days prior written notice to Subtenant thereof, and Subtenant covenants to reimburse to Sublandlord, as Additional Rent, for any amounts so paid by Sublandlord within fifteen (15) days' after expiration of such notice period, plus interest on such amounts equal to ten percent (10%) per annum.

(e) Subtenant may, at its own expense, contest or cause to be contested (in the case of any item involving more than $1,000.00, after prior written notice to Sublandlord), by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) such proceeding shall suspend the collection thereof from the applicable Premises or any interest therein, (ii) neither such Premises nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iii) no Default has occurred, and (iv) Subtenant shall have deposited with Sublandlord adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Subtenant shall have furnished the security as may be required in the proceeding or as may be required by Sublandlord to insure payment of any contested taxes. Should Subtenant institute any such proceedings, Sublandlord will reasonably cooperate with Subtenant in connection therewith.

(f) Fixed Annual Rent, Percentage Rent and Additional Rent shall be collectively referred to in this Sublease as "**Rent**".

7. **Net Lease**. The Rent payable hereunder shall be net to Sublandlord so that this Sublease shall yield to Sublandlord the rentals specified during the Sublease Term, and all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be performed and paid by Subtenant subject to the provisions of this Sublease.

8. **Use, Signs, Maintenance and Warranties, and Alterations.**

(a) Use of the Premises. During the Sublease Term, Subtenant shall continuously operate on the Premises a "Wendy's" restaurant in accordance with the Franchise Agreement and shall use the Premises solely for that purpose. Subtenant specifically covenants with Sublandlord to fully comply with all terms and conditions of the Franchise Agreement on its part to be performed and observed and to maintain the Franchise Agreement in full force and effect during the Sublease Term. In no event shall Subtenant's use of the Premises violate any law, rule or ordinance, any provision in the Prime Lease or any restriction or other encumbrance which is of record and applicable to the Premises.

(b) Compliance with Laws. Subtenant's use and occupation of each of the Premises, and the condition thereof (including the condition of any and all alterations, replacements, additions or construction activity undertaken by the Subtenant including but not limited to the installation of a sign or signs as heretofore permitted in this Section 8), shall, at Subtenant's sole cost and expense, comply fully with all existing restrictions and with all building codes, zoning ordinances and other laws, rules and regulations of any governmental authority applicable to the Premises (including, but not limited to, health, safety, accessibilities and/or disabilities) and all restrictions, covenants and encumbrances of record with respect to each of the Premises. Subtenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by it. Subtenant will not permit any act or condition to exist

on or about any of the Premises which will increase any insurance rate thereon, except when such acts are required in the normal course of its business, and Subtenant shall pay for such increase.

(c) Maintenance. Subtenant shall not commit actual or constructive waste upon any of the Premises. Subtenant, at its own expense, will maintain all parts of the Premises, including, but not limited to, the Restaurant and any other improvements now or hereafter existing therein or thereon, in good repair and sound condition and at all times in accordance with the condition required and/or prescribed by the Franchise Agreement and the Prime Lease. Subtenant's obligation to maintain and repair includes specifically, but is not to be limited to, the maintenance and repair and/or replacement of the following: the foundations, roof, floor and structural portions of the walls of the Restaurant; parking lot; curbs; driveways; sidewalks; gutters; fixtures, facilities and equipment located on the Premises; heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; signs and other equipment installed and used by Subtenant; any easements appurtenant to the Premises in accordance with the terms of such easements; and the keeping, maintaining and updating of a written or electronic log in a format approved by Sublessor documenting such maintenance records, receipts and any warranties related thereto and keeping the same available for periodic inspection by Sublandlord upon request. Subtenant will take all action and will make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary changes and repairs which may be required to keep all parts of each of the Premises in good repair and sound condition. The provisions of this Section 8(c) shall not apply in the case of damage or destruction by fire or other casualty or in the case of eminent domain or condemnation, in which events the obligations of the Subtenant shall be controlled by either Section 11 or 12 hereof, as the case may be. Subtenant waives any right to (i) require Sublandlord to maintain, repair or rebuild all or any part of any of the Premises or (ii) make repairs at the expense of Sublandlord, pursuant to any rule, law or regulations at any time in effect with respect to the Premises. In carrying out its obligations as set forth above in this Section, Subtenant agrees to conform to all requirements of law, the regulations of applicable public authorities and the requirements of insurers. Further, Subtenant shall not take any action nor permit any action to be taken which would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or which would result in the violation of any covenants, conditions or restrictions burdening the Premises.

(d) Warranties. Subtenant acknowledges and agrees that Sublandlord may have certain contractors', subcontractors' and/or manufacturers' warranties with respect to the physical structure of the Premises. Subtenant understands that Sublandlord will provide certain instructions to Subtenant at the time it tenders possession of the Premises to the Subtenant, including, but not limited to names, contacts, escalation schedules for various systems and components in the Premises. Subtenant covenants and agrees to make careful notation and observations with respect to such warrantied systems and components and to timely alert the appropriate party(s), and with an email copy to the designated construction manager noting or documenting the same, as soon as practical following any observed defects or deficiencies related to such warrantied items. Subtenant shall and is hereby authorized to act on behalf of Sublandlord to file requests for warrantied service or repairs (at no cost to Sublandlord) during the applicable warranty periods, provided Subtenant shall give notice of the same to the designated construction manager, with a copy to portfolio management. Additionally, Subtenant shall schedule and/or participate in an eleventh (11) month walk through with Sublandlord and its general contractor at least one month prior to the expiration of the general contractor's one-year warranty period. Following the walk through and meeting, Subtenant shall sign and agree to the list of noted defects and deficiencies. In the event that any additional items are discovered or identified following the meeting, Subtenant shall immediately notify Sublandlord and general contractor and by mutual agreement of the parties, the list of defects and deficiencies will be updated and acknowledged by the parties. Subtenant hereby acknowledges and agrees that its rights to request repairs, replacements or corrections from either Sublandlord and/or its general contractors, subcontractors, suppliers and/or vendors are strictly limited by the terms and conditions of the warranties and shall be barred after the expiration of the requisite time periods.

(e) Alterations. All alterations of the Premises by Subtenant shall conform with the terms, conditions and requirements of the Franchise Agreement. When required under the Franchise Agreement based upon the scope or nature of the proposed alterations, Subtenant shall provide prior written notice to Franchisor and (if applicable) obtain Franchisor's prior written consent and approval. Additionally, if required by the Prime Lease, Subtenant shall obtain the Prime Landlord's consent including but not limited to providing plans and specifications and review fees (if any) and Sublandlord agrees to facilitate any Head Landlord's consents upon request by Subtenant (subject to Franchisor's first approval). All alterations shall be made by Subtenant at Subtenant's sole expense by licensed contractors and in accordance with all applicable laws, rules, laws and regulations. Subtenant shall perform such remodeling, repair, replacement and redecoration to the Restaurant as required by and in conformance with the Franchise Agreement, including, without limitation, any letter of understanding with respect thereto. Any work at any time commenced by Subtenant on any of the Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Sublease. Upon completion of any alterations, Subtenant shall promptly provide Sublandlord with (i) evidence of full payment to all laborers and materialmen contributing to the alterations, (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications, (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy), and (iv) any other documents or information reasonably requested by Sublandlord. Any addition to or alteration of any of the Premises shall automatically be deemed a part of the Premises and belong to Sublandlord, and Subtenant shall execute and deliver to Sublandlord such instruments as Sublandlord may reasonably require to evidence the ownership by Sublandlord of such addition or alteration; provided, however, if Subtenant is not in default under this Sublease and all Rent and other sums due to Sublandlord have been paid and discharged in full, Subtenant shall have the right to remove upon expiration of the Sublease Term those non-permanently attached fixtures and personal property which have been paid for and are then owned by Subtenant, but Subtenant shall repair any damage caused by such removal. Subtenant acknowledges and agrees that, in the event that Subtenant renovates, remodels, rebuilds, reimages or otherwise performs alterations to the exterior of the Premises, Subtenant shall, within ten (10) days of receipt of an invoice therefor, reimburse Sublandlord for Sublandlord's reasonable costs incurred in obtaining an updated title search for the Premises and any third party or landlord consents required in connection with Subtenant's work.

(f) Liens. Subtenant is not authorized to subject the interest of Prime Landlord or Sublandlord in the Real Property and/or Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without the prior written approval of Sublandlord and Prime Landlord. Subtenant shall permit no liens arising due to work performed by or under Subtenant's authority to encumber the Real Property and/or Premises, shall remove any such liens by payment or bond within fifteen (15) days after receipt of written notice thereof, and hereby agrees to hold Sublandlord and Prime Landlord harmless from and against any claims, demands or costs incurred by the indemnified parties related to any such liens during the Sublease Term. The foregoing hold harmless expressly includes Subtenant's agreement to promptly reimburse Sublandlord and/or Prime Landlord for any costs and expenses (including legal fees and court costs on a substantial indemnity basis) incurred in connection with the analysis, defense or payment made by the indemnified parties on account of any such lien.

(g) Opening Covenant and Continuous Operation. Subtenant covenants and agrees that it shall cause the Restaurant to be timely opened for business within ten (10) days following the "substantial completion" of the Restaurant (subject to any punch list items that do not materially impair Subtenant's ability to open and operate the Restaurant) as may be determined by Sublandlord's general contractor and/or as certified by Sublandlord. Thereafter, Subtenant covenants and agrees that it shall continuously occupy and operate the Restaurant during the Sublease Term. It shall be deemed a Default of Subtenant hereunder to fail to open within the prescribed time period(s) or to cease operation of the Restaurant for more than five (5) consecutive days or for more than fifteen (15) days in any calendar year (or any shorter period if

the same shall constitute a default under any Prime Lease), unless and except such closure is due to remodeling as approved in accordance with this Sublease, or any repair or restoration related to any condemnation or casualty event.

(h) Signs. If permitted by the Prime Lease, the Franchise Agreement and all other covenants and restrictions affecting the Premises, Subtenant shall have the right to install on the Premises, at its own expense, signs conforming to law and regulations, suitable for its purposes in the operation of the Restaurant which shall remain the property of Subtenant unless such signs must be surrendered to Sublandlord upon termination of the Franchise Agreement. Subtenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Premises occasioned thereby, or by the removal thereof.

(i) Indemnity. Subtenant agrees that it will defend, indemnify and hold harmless Sublandlord, Prime Landlord and their respective employees, officers, directors and agents from and against any and all claims, suits, actions, proceedings, obligations, damages, losses, costs or expenses (including legal fees and court costs on a substantial indemnity basis) caused by, incurred or resulting from Subtenant's failure to comply with its obligations under this Section. The obligations of Subtenant and the rights and remedies of Sublandlord under this Section shall survive the termination, expiration and/or release of this Sublease.

9. Remodeling of the Restaurant.

(a) Subtenant, as franchisee under the Franchise Agreement, covenants and agrees that it has certain obligations to repair, upgrade, refurbish, remodel, and/or perform certain image enhancements to the Restaurant under the Franchise Agreement (collectively the "**Remodeling Obligations**"). If Subtenant breaches any of its covenants or agreements under the Franchise Agreement relating to the Remodeling Obligations and/or does not complete all of its Remodeling Obligations at the Restaurants, a "**Remodel Default**" shall be deemed to have occurred. Upon a Remodel Default, in addition to the rights of Sublandlord under Section 18(b) and Sublandlord's rights as franchisor under the Franchise Agreement, Sublandlord may, upon written notice to Subtenant, increase the Fixed Annual Rent due under Section 5(a) by twenty percent (20%) until the Remodel Default has been corrected (the "**Liquidated Damages**").

(b) It is acknowledged that a Remodel Default will cause Sublandlord to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by Sublandlord of actual damages. Therefore, Sublandlord and Subtenant agree that upon a Remodel Default, Sublandlord may impose the Liquidated Damages. Subtenant agrees that the Liquidated Damages represent a fair, reasonable and appropriate estimate of the damages and losses that would be sustained by Sublandlord. In lieu of actual damages for a Remodel Default, Subtenant agrees that the Liquidated Damages may be assessed and recovered by Sublandlord as against Subtenant, and without Sublandlord being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, Subtenant shall be liable to Sublandlord for payment of the Liquidated Damages. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Subtenant shall pay them to Sublandlord without limiting Sublandlord's right to obtain substitute or additional relief as may be appropriate.

(c) Without limiting the generality of Section 30(i), if any court determines that the Liquidated Damages is excessive or is unreasonable or unenforceable under the laws of that State, it is the intention of the parties hereto that the Liquidated Damages may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that State.

10. Quiet Enjoyment. Sublandlord covenants and agrees that Subtenant, upon paying the Rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept shall lawfully and quietly hold, occupy and enjoy the

Premises during the Sublease Term, or any extension thereof, without hindrance or molestation from anyone claiming by, through or under Sublandlord.

11. Damage or Destruction to Premises.

(a) Subtenant's Obligation to Replace and Restore. In the event that the Premises are damaged or destroyed by fire or other casualty or Subtenant is evicted from the Premises by a public authority to preserve the public safety, this Sublease shall not terminate, nor shall the liability of Subtenant to pay rent cease or be reduced, except as hereinafter expressly provided in this Section, but Subtenant shall restore, replace or rebuild the Premises at Subtenant's sole cost and expense with all reasonable speed to the same condition as existed prior to the happening of the fire, eviction or other casualty. In the event Subtenant is required to so restore, replace or rebuild as aforesaid, Subtenant shall be entitled to the proceeds of casualty insurance carried and maintained by Subtenant and payable by virtue of the event or events causing damage to the Premises. **[CONFIRM NO CONFLICT WITH THE PRIME LEASE]**

(b) Limited Right to Terminate. Notwithstanding the foregoing subparagraph (a), in the event the Premises should, within two (2) years prior to the end of the initial Term of this Sublease, be damaged by fire or other casualty to the extent of at least fifty percent (50%) of the replacement value thereof, and provided Sublandlord has the right to terminate the Prime Lease with respect to such casualty event, Sublandlord and Subtenant shall have the right to cancel and terminate this Sublease effective as of the date of such casualty by written notice to other party given within thirty (30) days after the occurrence thereof (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), in which case (i) provided Sublandlord shall have the same right under the Prime Lease, Subtenant shall, at Subtenant's cost and expense, return possession of the Real Property to Sublandlord with all buildings removed from the surface of the Real Property and (ii) the proceeds of any insurance carried or required to be maintained by Subtenant shall be payable solely to Sublandlord (except with respect to any coverage related to any personal property owned by Subtenant). **[CONFIRM NO CONFLICT WITH THE PRIME LEASE]**

(c) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section 11 and those set forth in the Prime Lease with respect to damage or destruction to the Premises, the terms and conditions of the Prime Lease will govern.

12. Condemnation. In the event that at any time during the Sublease Term the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Sublandlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply:

(a) Total Taking. In the event of a total taking, Subtenant's right of possession shall terminate as of the date of taking and Rent and other charges provided for in this Sublease shall be paid up to such date. The entire damage award of the condemnation proceedings to which Sublandlord is entitled pursuant to the Prime Lease shall be paid to Sublandlord but Sublandlord shall, and hereby does, after deduction from said award of any and all legal fees and costs associated with such proceedings on a substantial indemnity basis, assign to Subtenant out of any award paid to Sublandlord the following amounts: (i) if Subtenant shall have made improvements or alterations in or to the Premises after the Effective Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures, and (ii) a sum equal to any cost or loss to which Subtenant may be put in removing Subtenant's Equipment from the Premises, but these sums will be paid only if the condemning authority makes a specific award for such costs or losses.

(b) Partial Taking Which Renders the Premises Substantially Unusable. In the event of a partial taking of the Premises which renders the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, and provided the Prime Lease can be terminated pursuant to its terms, then Sublandlord or Subtenant may, by written notice to the other within thirty (30) days after the taking by the condemning authority (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), terminate this Sublease, and Rent and other charges provided for in this Sublease shall be paid up to such date, and Subtenant hereby reserves unto itself the right to prosecute its claim for an award for damages for the termination of this Sublease and its loss of its interest under this Sublease, or any portion thereof, caused by such appropriation or taking, together with damages based on the value of Subtenant's Equipment and other improvements erected or installed on the Premises by Subtenant and the damages Subtenant may sustain to the business operated by Subtenant on the Premises, including, but not limited to, an award for the use of any temporary construction easement area on the Premises, good will, patronage and the removal, relocation and replacement costs and expenses caused by such appropriation or taking. If neither party elects to terminate this Sublease, there shall be no abatement or adjustment to the Rent due hereunder, and Sublandlord shall pay to Subtenant the damage award received by Sublandlord as compensation for such partial taking (after deduction from said award of any and all legal fees and costs associated with such proceedings on a substantial indemnity basis). Subtenant shall use such award together with all other funds of Subtenant necessary to restore the Premises at Subtenant's sole expense to usable condition and in accordance with the requirements of the Franchise Agreement.

(c) Partial Taking Which Does Not Render the Premises Substantially Unusable. In the event of a partial taking of the Premises which does not render the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, there shall be no abatement or adjustment of Rent hereunder and the entire damage award received for such partial taking shall belong solely to Sublandlord; provided, however, if any damage award includes, in part, an award related to lost profits or sales or similar consequential damages, such portion of the award shall be paid or otherwise made available to Subtenant.

(d) Total Taking Within Right-Of-Way. Notwithstanding the provisions of this Section, it is hereby expressly acknowledged and agreed by Subtenant that if an expropriating authority takes any portion (or all of that portion) of the Premises which is located within a public right-of-way on the date of this Sublease, such a taking shall not be deemed to entitle Subtenant to any part of the award therefor (which shall belong solely to Sublandlord). Additionally, a condemnation of solely that portion of the Premises which is located within the public right-of-way on the date of this Sublease shall not be deemed to in any way bring this Section into operation and effect.

(e) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section 12 and those set forth in the Prime Lease with respect to condemnation, the terms and conditions of the Prime Lease will govern.

13. Assignment and Subletting. Subtenant shall not permit Subtenant's interest in this Sublease to be vested in any third party by operation of law or otherwise and Subtenant shall not assign, sublet, pledge, hypothecate or otherwise transfer this Sublease or any interest in this Sublease or the Premises in whole or in part without first obtaining the prior written consent of Sublandlord, which consent Sublandlord may grant or withhold in its sole and absolute discretion. As a condition to its consent, Sublandlord may require that the Rent required to be paid hereunder be increased to reflect the current fair market value of the Premises and any assignee or sublessee must also in connection with such assignment or subletting receive an assignment of all rights of the franchisee under the Franchise Agreement with the necessary consent of Sublandlord, in its capacity as franchisor under the Franchise Agreement, to the

assignment under the Franchise Agreement. If Sublandlord does so consent to an assignment of this Sublease or a subletting of all or any portion of the Premises, Subtenant and Guarantor shall remain liable to Sublandlord for all obligations under this Sublease unless expressly released in writing from such obligations by Sublandlord.

14. Mortgage Subordination and Attornment. Upon written request by Sublandlord or Prime Landlord, conferred in by any mortgagee of Sublandlord's and/or Prime Landlord's interest in the Premises, or by any person, firm or corporation intending to become such a mortgagee, Subtenant agrees to subordinate its rights under this Sublease to the lien of any mortgage covering the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Sublease in the event of foreclosure if Subtenant is not in default hereunder. Subtenant agrees that upon the written request of Sublandlord, Prime Landlord or any mortgagee named in such mortgage, it will execute and deliver whatever instruments may be required for such purposes. Subtenant will, in the event of the sale or assignment of Sublandlord's or Prime Landlord's interest in the Premises or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises, attorn to and recognize such purchaser or mortgagee as landlord under this Sublease.

15. Indemnification and Insurance.

(a) Indemnification. To the fullest extent permitted by law, Subtenant agrees to defend, indemnify and hold harmless, Prime Landlord, Sublandlord, and any parent, subsidiaries, affiliates, and their directors, officers, agents, employees, and authorized representatives and assigns of each (the "Indemnitees") from and against any and all liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages and expenses, including defense costs and attorney's fees (all collectively "Losses"), provided such Losses are attributable to (a) injury to or death of any person or persons, including but not limited to, any employee, agent or representative of Subtenant, as well as any employee, agent, or representative of an Indemnitee; (b) damage to or impairment of property, or (c) personal and advertising injury, arising out of or related to the occupancy, operation, maintenance, or use of the Premises by Subtenant, which are in any manner directly or indirectly caused occasioned, contributed to, or claimed to be due, in whole or in part, to any acts, errors, omissions, reckless, negligent, or willful misconduct, whether active or passive, of Subtenant or anyone whose acts Subtenant may be liable for in conjunction with or incident to this Sublease, even though the same may have resulted from the joint, concurring, or contributory negligence of any Indemnitee, or any other person or persons, unless the same was caused by the sole negligence or willful misconduct of any Indemnitee. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

(b) Insurance Coverage. Subtenant agrees to provide and maintain, at its sole cost and expense, insurance in at least the same amounts and of the same types required by the Prime Lease to be carried by the tenant thereunder with regard to the Premises; provided, however, that notwithstanding the requirements of the Prime Lease, Subtenant shall maintain at a minimum, the following required policies of insurance, in the forms and with minimum limits (or such higher amounts as may, from time to time, be required under the provisions of the Franchise Agreement) and coverage terms, as set forth below:

(i) Commercial General Liability: 1,000,000 each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, $1,000,000 product liability aggregate. Coverage shall be written on an occurrence basis, on ISO form CG-00-01-04-13 or its then substantial equivalent. For claims arising out of or in any way related, directly or indirectly, to the Franchise Agreement, the Premises, its occupancy or the operation of the Restaurant, the policy shall name The Wendy's Company, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees (collectively, for purposes of reference to this Insurance Coverage section, "**Wendy's**") as additional insureds, provide coverage on a primary basis, and

not contributory with or excess over any other insurance or self-insurance available to the Wendy's, provide cross-liability coverage consistent with standard ISO form separation of insureds clause, and shall be endorsed with ISO Form CG-24-04, "Waiver of Transfer of Right of Recovery Against Others to Us," or the substantial equivalent. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. There shall be no exclusion, limitation, or endorsement in the policy, other than those standard exclusions and limitations inherent to the aforementioned ISO form, that serves to restrict or limit additional insured status, contractual liability, or products liability.

(ii) Property: Special Form, All-Risk Property Insurance, on a replacement cost basis, to the full value of the Restaurant and all improvements in or about the Premises. Coverage shall include business interruption for a period not less than 12 months from the date of any loss or damage. Subtenant may carry such insurance under a blanket policy, provided such policy includes coverage for the Restaurant and Premises equivalent to that which would be available under a separate policy. Coverage shall include a waiver of subrogation in favor of Wendy's and shall name Wendy's an additional interest and loss payee in accordance with Wendy's interests. In addition to the foregoing: Subtenant will provide (or will cause its General Contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.

(iii) Business Automobile Liability: $1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Subtenant, in any way related, directly or indirectly, to the Franchise Agreement, the Premises, or occupancy or operation of the Restaurant. Coverage shall be written on ISO Form CA-00-01, or a form providing equivalent liability coverage. The policy shall apply to "Any Auto" including without limitation all owned, non-owned, hired, rented, leased or borrowed motor vehicles and all mobile equipment used by Subtenant and shall provide cross-liability coverage as provided under standard ISO forms separation of insureds clause.

(iv) Umbrella Excess Liability: $2,000,000 each occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. The policy shall recognize Wendy's, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees as additional insureds and provide coverage for the interests of Wendy's on a primary or first excess basis, and not contributory with or excess over any other insurance or self-insurance available to Wendy's. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The policy shall be in a following form or a form at least as broad as the required underlying policies.

(v) Cyber Risk: Including coverage for claims arising out of or related to (1) investigation of an actual or alleged security failure, privacy event, security breach or other related incident, including but not limited to forensic services, legal counsel and breach coaching services, breach response and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (2) business income/business interruption/extra expense; (3) digital and data asset protection and restoration; (4) network security & consumer privacy liability; (5) regulatory defense and indemnification, including fines and assessments; (6) multimedia liability; (7) cyber extortion, including but not limited to the use of ransomware or other malware to compromise Subtenant's systems; and (8) social engineering or other forms of electronic manipulation that result in covered loss. The policy shall include limits not less than $1,000,000 each claim and shall be endorsed to name Wendy's an additional insured.

(vi) Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in all states and/or provinces in which the Subtenant conducts operations and including Employer's Liability coverage with limits not less than $500,000 bodily

injury, each accident or disease. If Subtenant utilizes a program of self-insurance, a Certificate of Authority from the state is required, along with a policy of Excess Worker's Compensation insurance in excess of the self-insured limit and including Employer's Liability, each with limits not less than $500,000 bodily injury, each accident or disease. The policy shall provide a waiver of subrogation in favor of Wendy's. Depending on the corporate structure of your business, the Subtenant entity may not be the appropriate carrier of Worker's Compensation or Employer's Liability coverage. In this case, Subtenant may satisfy this requirement by causing it appropriate affiliated entity to carry such coverage(s).

(vii) any other form or forms of insurance as the Subtenant or the Sublandlord or the Sublandlord's mortgagee requires from time to time in form, in amount and for insurance risks against which a prudent subtenant would protect itself.

Further with regard to each of the aforementioned insurance policies

(1) The parties acknowledge that Subtenant's insurance is intended to fulfill the insurance requirements of the Prime Lease in addition to requirements stated in this Sublease and is intended to be in lieu of and not duplicative with any insurance required of the Sublandlord in accordance with the Prime Lease.

(2) Each policy shall be underwritten by a duly licensed and admitted insurance carrier with a current minimum A.M. Best Rating of A- VIII or the substantial equivalent rating provided by Fitch, Standard & Poor's, or Moody's.

(3) Subtenant shall provide Wendy's with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.

(4) There shall be no deductible or self-insured retention in excess of $50,000 maintained by Subtenant with respect to any of the foregoing insurance, without Wendy's prior written approval. All deductibles, self-insurance and premiums associated with the required insurance shall be the responsibility of the Subtenant. With regard to liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, that remain within deductibles or self-insured retentions, Subtenant agrees to assume obligations that would otherwise have existed on the part of an insurer to an additional insured.

(5) Subtenant shall deliver, or cause to be delivered to Sublandlord, on or prior to the effective date of the Franchise Agreement and thereafter, not more than ten (10) days subsequent to the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.

(6) When requested by Wendy's, Subtenant shall provide true and complete copies of insurance policies to Wendy's within ten (10) full business days of any such request.

(7) Should Subtenant fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Wendy's, at its option, but without obligation to do so, may, upon five days' notice to Subtenant, cure such failure, and any sums so expended by Wendy's, together with Wendy's reasonable administrative expense in connection therewith, shall thereafter be due from and payable by Subtenant.

(8) Neither the approval, disapproval or failure to act by Wendy's regarding any document reflecting insurance on behalf of Subtenant, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Subtenant of full responsibility or liability for damages and accidents as set forth herein. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the insurance requirements set forth in this Section and those set forth in the Prime Lease in that the insurance requirements under the Prime Lease are greater than those set forth herein, then the insurance requirements of the Prime Lease shall govern.

16. **Equipment**. All goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant whatsoever kept in, on or about the Premises shall be at Subtenant's sole risk, and Sublandlord shall not be liable for any damage done to or loss of such goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Subtenant arising from the bursting, overflowing or leaking of water, sewer, sprinkler system or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or by reason of the failure of heat, gas or electricity, or from any other cause whatsoever.

17. **Subtenant Financing; Security Interest of Sublandlord**. To secure the payment of all Rent and any other sums that may become due to Sublandlord under the terms of this Sublease, Sublandlord shall have and is hereby granted by Subtenant a lien and security interest upon all the goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant in or about the Premises or that may be placed or kept therein during the Sublease Term. Upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in form acceptable to Sublandlord confirming the subordination of this lien, as required by a bank or institutional lender. The parties acknowledge and agree that in no event shall similar waivers or consent agreements be requested from or obtained from Prime Landlord.

This Sublease shall also constitute a security agreement under the applicable legislation of the State in which the Premises are located. None of the goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Subtenant situated on the Premises shall be removed from the Premises without the prior written consent of Sublandlord unless all Rent and all other sums then due to Sublandlord shall first have been paid and discharged in full. Subtenant shall from time to time execute any financing statements and other instruments necessary to perfect the first lien and security interest granted herein and to carry out the terms of this Section. Upon the occurrence of a Default by Subtenant under this Sublease, Sublandlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without the permission of Subtenant and take possession of any and all goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant situated on the Premises without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

Additionally, with the prior written consent of Sublandlord and Franchisor (in form and substance as they may require) and subject to the terms and conditions and restrictions on the same as they may require, Subtenant may grant a leasehold mortgage in and to its rights as subtenant under this Sublease. Upon request, Sublandlord shall execute waivers or consent agreements in a form acceptable to Sublandlord in its sole and absolute discretion permitting the pledge of this Sublease as a subleasehold mortgage in favor of Subtenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from the Prime Landlord.

EXHIBIT O

18. Default by Subtenant.

(a) Each of the following actions shall constitute a default and breach under the terms of this Sublease (a "**Default**"):

(i) any act or omission by Subtenant that would constitute a default under the Prime Lease;

(ii) if Subtenant shall fail to make any payment of Rent or any other charges or amounts due under this Sublease, on the day when such payments are due;

(iii) if Subtenant shall fail to perform any other provision, covenant or condition of this Sublease other than the payment of Rent or any other charges or amounts due;

(iv) if Subtenant abandons or vacates the Premises at any time during the Sublease Term;

(v) if Subtenant ceases to operate the Restaurant in accordance with this Sublease;

(vi) any act or omission which constitutes a default under the Franchise Agreement (including without limitation any failure to complete required training) or any other Related Agreement, or failure to execute a Franchise Agreement;

(vii) if Subtenant makes an assignment for the benefit of creditors or enters into a composition agreement with the creditors, or if the interest of Subtenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Subtenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Subtenant;

(viii) if Subtenant's interest in the Sublease shall be vested in any third party by operation of law or otherwise, or if Subtenant has assigned this Sublease or the Premises are subleased by Subtenant in whole or in part without Sublandlord's prior written consent;

(ix) if a final, non-appealable judgment is rendered by a court against Subtenant which has a material adverse effect on either the ability to conduct business at any of the Premises for its intended use or Subtenant's ability to perform its obligations under this Sublease, or is in the amount of $100,000.00 or more, and in either event is not discharged within sixty (60) days from the date of entry thereof;

(x) if Subtenant is in default under the terms and conditions of any of the Related Agreements; or

(xi) a Remodel Default.

(b) Remedies of Sublandlord. In the event of any Default of Subtenant hereunder, and in addition to any other rights or remedies available to Sublandlord at law or in equity or otherwise available under the Prime Lease and/or the Sublease, Sublandlord shall have the right, but not the obligation, to do any one or more of the following:

(i) cure any Default of Subtenant, on behalf and at the sole cost and expense of Subtenant;

(ii) terminate this Sublease upon not less than fifteen (15) days' notice, whereupon Subtenant shall vacate the Premises on or before such date unless such Default shall be cured prior to the effective date of such termination (failing which, Sublandlord may institute eviction proceedings), and to collect from Subtenant all Rent and other sums due through the date of such termination;

(iii) without terminating this Sublease, re-enter the Premises and proceed to re-let all or any part of the Premises as Sublandlord, in its discretion, may deem reasonably necessary or appropriate; or

(iv) declare immediately due and payable and to collect from Subtenant all Rent due from Subtenant for the remaining portion of the Sublease Term; or

(v) recover from Subtenant any other amount necessary to compensate Sublandlord for all damages proximately caused by Subtenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses incurred by Sublandlord: (A) in retaking possession of the Premises, including reasonable legal fees therefor; (B) in maintaining or preserving the Premises after such Default; (C) in preparing the Premises for reletting to a new tenant including repairs or alterations to the Premises for such reletting; (D) as brokerage fees, leasing commissions and reasonable legal fees in connection with the reletting of the Premises to a new tenant; and (E) any other costs necessary or appropriate to relet the Premises.

19. Cross Default. Any Default under this Sublease shall be considered a default under the Franchise Agreement and the Related Agreements. Subtenant acknowledges agreement with the cross-default provisions of this Section and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements. Guarantor has signed this Sublease for the purpose of acknowledging its agreement with the cross-default provisions of this Section and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements.

20. Estoppel Certificates.

(a) At any time, and from time to time, each party hereto shall, promptly and in no event later than ten (10) days after a request from the other party, execute, acknowledge and deliver to the other party, a certificate in the form reasonably satisfactory to the requesting party, certifying: (i) that Subtenant has accepted the Premises; (ii) that this Sublease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Sublease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Sublease Term, including the terms of any extension options of Subtenant; (iv) the date to which the rentals have been paid under this Sublease and the amount thereof then payable; (v) whether there are then any existing defaults by the other party in the performance of its obligations under this Sublease, and, if there are any such defaults, specifying the nature and extent thereof, (vi) that no notice has been received by the certifying party of any default under this Sublease which has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of said party; (viii) that neither Sublandlord nor Prime Landlord has actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Premises; and (ix) any other information reasonably requested by the requesting party.

(b) If Subtenant shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Sublandlord, then Sublandlord shall have the right

to execute any such certificate for and on behalf of Subtenant and in Subtenant's name, provided, however, that Sublandlord's execution and delivery of such certificate on behalf of Subtenant shall not cure any Default arising by reason of Subtenant's failure to execute and deliver such certificate.

21. **Notices**. All notices, requests, demands and other communications required or permitted by this Sublease shall be in writing and shall be deemed to have been duly given upon (a) actual delivery, if delivered by personal delivery, and/or (b) if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused. Any material notices under this Lease, if given electronically via email or other electronic means to such addresses as may be used by either party from time to time, shall also be followed with written notice in the manner specified in the prior sentence. Notices shall be addressed to the respective parties at the following addresses:

To Sublandlord:
Wendy's Properties, LLC
One Dave Thomas Blvd.
Dublin, OH 43017
Phone: (614) 764-3100

With a copy to:
Wendy's Properties, LLC
One Dave Thomas Blvd.
Dublin, OH 43017
Attn: Legal Department (Real Estate) (Site #____)
Phone: (614) 764-3100

To Subtenant:
_____
_____
_____
_____
Attn: _____
Phone: (___) _____

or such other address as either party hereafter designates to the other in writing as aforesaid.

22. **Joint and Several Obligation**. In the event Subtenant under this Sublease consists of more than one entity and/or individual, its and their liability under this Sublease is agreed to be joint and several.

23. **Subtenant's Compliance with Environmental Laws**. Subtenant shall comply or use its best efforts to secure compliance with all applicable federal, provincial and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Subtenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Subtenant or any other person or entity. If Subtenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Subtenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Subtenant is legally liable to Sublandlord for damage resulting therefrom, then Subtenant shall indemnify, defend and hold Sublandlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, legal fees on a substantial indemnity basis, consultant fees and expert fees) which arise during or after the Sublease Term as a result of such contamination. This indemnification of Sublandlord by Subtenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, provincial or local governmental agency or political

subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Subtenant results in any contamination of the Premises, or any portion thereof, Subtenant shall promptly take all actions, at no cost or expense to Sublandlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Sublandlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to any federal, provincial or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

24. **Surrender of Premises**. Subtenant will deliver up and surrender possession of the entire Premises, including, without limitation, the Restaurant and all other improvements located on the Premises, to Sublandlord upon the expiration of this Sublease or its termination in any way, in their original condition, reasonable wear and tear excepted, or such other superior condition as may be specified in the Prime Lease. If required by Sublandlord or Prime Landlord, Subtenant shall, at Subtenant's cost and expense, execute and deliver to Sublandlord or Prime Landlord (as applicable) a quitclaim deed to the Restaurant and any other improvements located on the Premises. Subtenant shall also comply at its sole cost and expense with all terms and conditions of the Franchise Agreement to be complied with on surrender of the Premises.

25. **Relationship to Prime Lease.**

(a) This Sublease and all of Subtenant's rights hereunder are expressly subject to and subordinate to all of the terms of the Prime Lease. Subtenant hereby acknowledges that it has received a copy of the Prime Lease and has read all of the terms and conditions thereof. Subtenant hereby assumes all obligations of Sublandlord, as tenant or lessee under the Prime Lease, with respect to the Premises and agrees to be bound by the terms of the Prime Lease as fully and to the same extent as if Subtenant were the tenant or lessee under the Prime Lease. Subtenant shall neither do nor permit anything to be done which would cause the Prime Lease to be terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the lessor/landlord under the Prime Lease, and Subtenant shall indemnify and hold Sublandlord harmless from and against all claims and expenses of any kind whatsoever, including reasonable solicitor's fees, arising out of or in connection with the Prime Lease, or the curing of any default thereunder. Sublandlord agrees that Sublandlord shall, when necessary and when requested by Subtenant, endeavor to cause Prime Landlord to perform its obligations as landlord under the Prime Lease. Subtenant acknowledges that except as expressly provided in herein, any termination of the Prime Lease will result in a termination of this Sublease. Sublandlord and Subtenant each agree to provide to the other copies of any written notices which either may receive from the lessor/landlord under the Prime Lease or any mortgagee having an interest in the Premises.

(b) Notwithstanding anything to the contrary contained herein, Subtenant shall not be entitled to exercise any rights of first offer, rights of first refusal, or purchase options contained in the Prime Lease.

(c) [Notwithstanding any contrary provision herein, the following terms and provisions of the Prime Lease shall not apply to Subtenant and shall not be deemed a part of this Sublease or the rights and obligations to Subtenant:

(i) LIST EXCLUSIONS HERE, IF ANY - BE SURE TO LIST ANY PROVISIONS GRANTING A TENANT ALLOWANCE OR OTHER CASH INCENTIVE TO BE PAID BY LANDLORD TO TENANT UNDER THE PRIME LEASE]

EXHIBIT O

26. Brokers. Sublandlord and Subtenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Sublease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each of Sublandlord and Subtenant agrees to indemnify and hold the other harmless from and against any and all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Sublease or otherwise resulting from breach by the indemnifying party of the representations in this Section.

27. Guaranty. Simultaneously with the execution of this Sublease and as an express condition of the effectiveness hereof, Guarantor(s) shall jointly and severally unconditionally Guaranty the payment and performance of all obligations, terms and conditions under this Sublease on behalf of Subtenant and agrees to indemnify and save harmless Sublandlord from any damages arising out of failure by Subtenant to pay Rent or observe or perform any of the terms and conditions contained in this Sublease, pursuant to the Guaranty. During the Sublease Term and from time-to-time, within fifteen (15) days of Sublandlord's request, Subtenant shall cause the Guarantor(s) to provide the most current fiscal year-end audited financial statements of the Guarantor(s) prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, statement of cash flow and footnotes).

28. Right to Inspect and Show Premises. Subtenant agrees that Sublandlord or Sublandlord's representative(s) shall have the right at all reasonable times to enter upon and to inspect the Premises to ascertain that Subtenant is carrying out the terms, conditions and provisions of this Sublease, including but not limited to Tenant's compliance with all laws and ordinances. If Sublandlord identifies any deficiencies in maintenance or lack of compliance with laws, Subtenant covenants and agrees that it shall take immediate steps to rectify and cure any such issues within the earlier of thirty (30) days or such timeframe as required under the Prime Lease or under any governmental notice or order. Sublandlord shall have the right to show the Premises to prospective purchasers at any time during the Sublease Term or to prospective tenants during the last six (6) months of the Sublease Term.

29. Costs and Legal Fees. If either party brings or commences any legal action or proceeding to enforce any of the terms of this Sublease (or for damages by reason of an alleged breach of this Sublease), the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable legal fees and costs of suit.

30. Miscellaneous.

(a) This Sublease shall be governed by the laws of the State in which the Premises are located. This Sublease supersedes all prior discussions and agreements between the parties and incorporates their entire agreement with respect to the matters set forth herein, and shall not be modified, changed or altered in any respect, except in writing executed in the same manner as this Sublease by the parties hereto.

(b) Any term used in this Sublease which begins with initial capital letters and is not defined herein shall have the same meaning attributable to that term in the Prime Lease.

(c) The captions used in this Sublease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Sublease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

(d) Time is of the essence with respect to the provisions of this Sublease. If the time period by which any right, option or election provided under this Sublease must be exercised, or by which any act required hereunder must be performed, expires on a Saturday, Sunday or legal or bank holiday in the State where the Premises are located, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

(e) Any transfer tax or other tax payable to any governmental taxing authority, including the municipality in which the Premises lies, by reason of the execution of this Sublease and/or recordation of a memorandum thereof shall be paid by Subtenant.

(f) The provisions of this Sublease shall inure to the benefit of and be binding upon Sublandlord and Subtenant and their respective successors, heirs, legal representatives and assigns; subject, however, in the case of Subtenant to the provisions of this Sublease with respect to the rights of Subtenant to further assign this Sublease or sublet the Premises.

(g) No failure or delay by Sublandlord or Subtenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Sublandlord or Subtenant or any right either party has herein to demand strict compliance with the terms hereof by the other. The acceptance by Sublandlord of any sum of rental less than the sum provided for in this Sublease shall not alter the rental terms hereof or absolve Subtenant from its obligation to pay the rental herein provided, but the acceptance of any lesser sum than the Rent herein stipulated shall be an acceptance of the amount paid to apply on account of the Rent due. This Sublease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the Premises shall have legal effect so as to modify or amend or change the conditions hereof.

(h) The parties covenant and agree that this Sublease shall not be registered, but upon written request of Sublandlord or Subtenant, a notice of sublease shall be prepared by Subtenant (which form is subject to the prior review and approval of the Sublandlord) describing the Premises, giving the Sublease Term, the name and address of Sublandlord and Subtenant, but containing no other terms or provisions of this Sublease except as may be permitted or required by Sublandlord, which shall be promptly executed and delivered by both parties. The notice of sublease may be registered by either party, at the sole cost and expense of the party so registering.

(i) If any clause or provision of this Sublease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Sublease Term, the intention of the Parties hereto is that the remaining parts of this Sublease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

(j) This Sublease may be executed in counterparts by the parties hereto, including via electronic signature, and all such counterparts when delivered to the other party and taken together shall be deemed to be one original.

[COUNTERPART SIGNATURE PAGES FOLLOW]

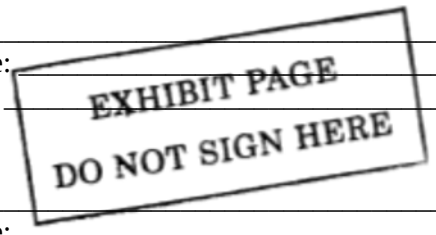
EXHIBIT O

IN WITNESS WHEREOF, this Sublease has been duly executed by the parties hereto as of the day and year first above written.

SUBLANDLORD:

WENDY'S PROPERTIES, LLC

By: _____
Name: _____
Title: _____



By: _____
Name: _____
Title: _____

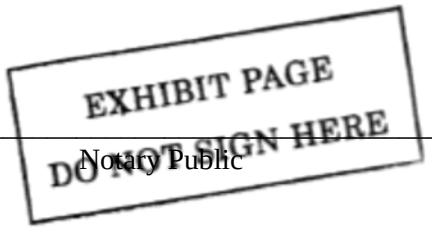
Legal Approved: _____

Portfolio Management Approved: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ and _____,

of **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company, on behalf of the limited liability company.



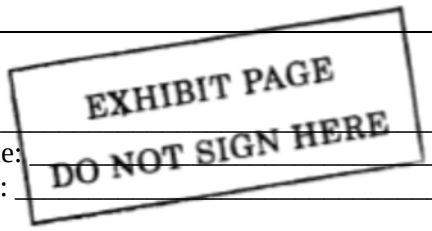
(SEAL) _____ Notary Public

My Commission Expires:
_____

EXHIBIT O

SUBTENANT:

_____



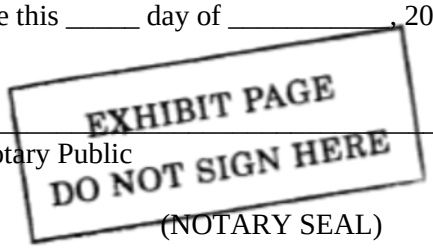
By: _____
Name: _____
Title: _____

_____

STATE OF
COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, _____ and _____, the _____and _____with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this _____ day of _____, 202_.



_____
Notary Public

My Commission Expires:

_____

(NOTARY SEAL)

EXHIBIT O

ACKNOWLEDGMENT OF CROSS DEFAULT PROVISIONS

The undersigned hereby join in the execution of this Sublease for the purpose of acknowledging the cross default provisions contained in Section 19 hereof.

_____

EXHIBIT O

EXHIBIT A TO BTS SUBLEASE

Legal Description of Real Property

EXHIBIT O

EXHIBIT B TO BTS SUBLEASE

SUBLEASE GUARANTY

As of this _____ day of _____, 202_, the undersigned guarantor, _____, a _____ (hereinafter referred to as "**Guarantor**"), having an address of _____, for and in consideration of mutual promises, the leasing of the Real Property (as defined below) to _____**, a** _____, as "Subtenant" (the "**Subtenant**"), and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby covenants and agrees to guarantee the payment and performance by Subtenant of all the terms, covenants, conditions and agreements (collectively, the "**Obligations**") contained in that certain Sublease dated as of even date herewith (hereinafter referred to as the "**Sublease**"), by and between Subtenant herein named and _____, a _____, as "Sublandlord" (the "**Sublandlord**"), for that certain property located at _____ (the "**Real Property**"). Guarantor hereby represents and warrants that the Sublease to Subtenant herein named will be to the interest and advantage of Guarantor and acknowledges and agrees that this Sublease Guaranty is a substantial inducement to Sublandlord to enter the Sublease. Guarantor further agrees to pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by Sublandlord in endeavoring to collect or enforce the terms of this Sublease Guaranty and/or Obligations of Subtenant under the Sublease.

Guarantor further agrees that this Sublease Guaranty and Guarantor's liability hereunder shall not be impaired or affected by any modification, supplement, extension or amendment of the Sublease to which the parties, including without limitation Subtenant named herein, may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed, nor by any other agreements or arrangements whatever with Subtenant. The liability of Guarantor hereunder is direct and unconditional and may be enforced without requiring Sublandlord to first resort to any other right, remedy or security. No Guarantor shall have any right of subrogation, reimbursement or indemnity whatsoever unless and until all the Obligations have been paid in full. This Sublease Guaranty is a continuing guaranty that shall remain in full force and effect during the term of the Sublease unless Sublandlord and Subtenant mutually agree in writing to terminate this Sublease Guarantee, whereupon this Sublease Guaranty will have no further force or effect; provided, however, that if the term of the Sublease is terminated due to the uncured breach or default by Subtenant, then Guarantor's liability hereunder shall continue with respect to the unfulfilled Obligations of Subtenant. Neither the discharge of Subtenant or of any other person or party from the Obligations in bankruptcy or in any similar proceeding or other event shall discharge or satisfy the liability of Guarantor hereunder except the full performance of all the Obligations.

Guarantor also agrees to indemnify Sublandlord and hold Sublandlord harmless against all obligations, demands and liabilities, by whomever asserted, and against all losses in any way suffered incurred or paid by Sublandlord as a result or in any way arising directly out of, or from, an uncured breach by Subtenant of any of the Obligations, and to pay all costs and expenses, including reasonable attorneys' fees actually incurred, of any proceeding by Sublandlord to enforce this Sublease Guaranty.

Guarantor also expressly waives the following (except as expressly provided for or reserved herein): notice of acceptance hereof; the right to a jury trial in any action hereunder; presentment and protest of any instrument and notice thereof; and all other notices to which any Guarantor might otherwise be entitled.

Guarantor agrees that upon Sublandlord's request, said Guarantor shall provide the most current financial statements of said Guarantor prepared in accordance with generally accepted accounting principles consistently applied and certified by a certified public accountant to be true and correct.

EXHIBIT O

This Sublease Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties shall be binding upon and inure to the benefit of Guarantor, Subtenant and Sublandlord, and their respective successors and assigns. This Sublease Guaranty may not be changed or modified, except by a written instrument signed by each Guarantor, Subtenant and Sublandlord. Notices under or pursuant to this Sublease Guaranty and/or the Sublease shall be given either by United States Postal Service certified mail return receipt requested, or by receipted same-day or overnight private courier service (e.g., Federal Express or similar carrier), to a party at their address specified in the Sublease or to their last address specified by at least ten (10) days' notice to the other party. Notices shall be deemed effective on the date of delivery, as evidenced by return receipt, or the date of refusal to accept delivery or inability to deliver, as evidenced by return receipt or by records or the courier service. The obligations of Guarantor hereunder shall be joint and several.

THE UNDERSIGNED (AND EACH OF THEM, IF MORE THAN ONE) HEREBY (A) ACKNOWLEDGES AND AGREES WITH THE CROSS-DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 19 OF THE SUBLEASE AGREEMENT AND ALL OTHER TERMS AND CONDITIONS OF THE SUBLEASE AGREEMENT RELATING TO THE FRANCHISE AGREEMENT AND THE RELATED AGREEMENTS (AS SUCH TERMS ARE DEFINED IN THE SUBLEASE AGREEMENT) AND (B) ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF THE UNDERSIGNED SHALL NOT BE AFFECTED BY ANY MODIFICATION, SUPPLEMENT, EXTENSION OR AMENDMENT OF THE SUBLEASE AGREEMENT TO WHICH THE PARTIES, INCLUDING WITHOUT LIMITATION, SUBTENANT, MAY HEREAFTER AGREE, NOR BY ANY MODIFICATION, RELEASE OR OTHER ALTERATION OF ANY OTHER AGREEMENTS OR ARRANGEMENTS WHATEVER WITH SUBTENANT, REGARDLESS OF WHETHER THE UNDERSIGNED CONSENTS THERETO OR HAS NOTICE THEREOF.

Delivery of an executed copy of this Sublease Guaranty by facsimile or electronic transmission shall constitute a valid and binding execution and delivery of this Sublease Guaranty, and such copy shall constitute an enforceable original document.

IN WITNESS WHEREOF the undersigned have executed this Sublease Guaranty as of _____ , 202_.

[GUARANTOR]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

EXHIBIT PAGE
DO NOT SIGN HERE

EXHIBIT O

EXHIBIT C TO BTS SUBLEASE

GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective this _____ day of _____, 202_. As a requirement of and in consideration for the willingness on the part of **Wendy's Properties, LLC** to enter into a Prime Lease and Sublease pursuant to that BtS Agreement dated _____, 202__ with the undersigned, and as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Quality Is Our Recipe, LLC, a Delaware limited liability company ("**Franchisor**"), its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy's restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

WITNESS:

_____ By: _____
Title: _____

EXHIBIT PAGE
DO NOT SIGN HERE

_____ _____
Individually

EXHIBIT P

LEASE AGREEMENT

This **LEASE AGREEMENT** (this "**Lease**"), dated and effective as of _____, 202__ (the "**Effective Date**"), is entered into by and between **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company ("**Landlord**"), and _____, a _____ ("**Tenant**").

RECITALS

A. Landlord is the fee owner of certain property located at _____, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Real Property**"), together with all improvements and betterments now or hereafter located thereon, which Real Property is improved with a "Wendy's" / "Wendy's Old Fashioned Hamburgers" restaurant building and related improvements (the "**Restaurant**" and, collectively with the Real Property and other improvements, the "**Premises**").

B. Simultaneously herewith, and pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of _____, 202__, by and among Landlord's affiliate, _____ ("_____"), Tenant and _____, individually (the "**Guarantor**"), Tenant has purchased from _____ all of _____'s right, title and interest in and to the furniture, fixtures and equipment located at the Restaurant as of the Effective Date that are used in the operation of the Restaurant (collectively, the "**Equipment**").

C. Tenant, as franchisee, Guarantor, as guarantor, and Landlord's affiliate, Quality Is Our Recipe, LLC ("**Franchisor**"), as franchisor, have entered or will enter into that certain Unit Franchise Agreement for the operation of the Restaurant, including, without limitation, all addenda, supplements, letters of agreement and letters of understanding with respect thereto (collectively, the "**Franchise Agreement**").

D. Landlord desires to lease the Premises to Tenant and Tenant desires to lease the Premises from Landlord on the terms and conditions set forth in this Lease.

E. As a material inducement to Landlord to enter into this Lease, each Guarantor has simultaneously executed and delivered to Landlord a Guaranty of Lease Agreements in the form attached hereto as **Exhibit B** (the "**Guaranty**").

NOW, THEREFORE, in consideration of the agreements, covenants, representations and undertakings contained herein, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The Recitals portion of this Lease set forth above is hereby incorporated by this reference as fully as though it were here set forth and rewritten.

2. Lease of the Premises. For the terms, at the rent and upon the provisions and conditions contained in this Lease, Landlord does hereby lease, demise and let to Tenant the Premises, and Tenant hereby leases and rents the Premises from Landlord. TENANT ACCEPTS THE PREMISES IN AN "AS IS" AND "WHERE IS" CONDITION, SUBJECT TO THE RIGHTS OF PARTIES IN POSSESSION, TO THE EXISTING STATE OF TITLE, ANY STATE OF FACTS THAT AN ACCURATE SURVEY OR PHYSICAL INSPECTION MIGHT REVEAL, AND ALL APPLICABLE REGULATIONS NOW OR HEREAFTER IN EFFECT, AND IN RELIANCE ON ITS OWN INVESTIGATIONS. LANDLORD MAKES NO EXPRESS OR IMPLIED STATEMENTS, REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES AND HEREBY DISCLAIMS THE SAME.

EXHIBIT P

3. Term.

(a) Original Term. The initial term of this Lease shall commence on the Effective Date and expire on the last day of the [twentieth (20th)] Lease Year (the "**Original Term**", together with any extension or renewal options if granted and exercised as provided herein, being the "**Term**"). "**Lease Year**" means each twelve (12) month period during the Term starting with the twelve (12) month period beginning on the Effective Date or, if the same does not fall on the first (1st) day of a month, beginning on the first (1st) day of the first (1st) full month following the Effective Date (in which event the first (1st) Lease Year shall also include any period between the Effective Date and the first (1st) day of the first (1st) full month thereafter).

(b) Extensions to the Term.

(i) Unless cancelled pursuant to subsection (ii) or (iii) below, this Lease shall automatically be extended for a renewal term of [ten (10)] years commencing upon the expiration of the Original Term (the "Renewal Term"). All of the terms, covenants and conditions of this Lease shall continue in full force and effect during the Renewal Term, except that the Fixed Annual Rent (as defined below) during the Renewal Term shall be adjusted and paid as may be set forth in this Lease.

(ii) Tenant may elect to cancel the Renewal Term of this Lease by providing a cancellation notice to Landlord in accordance with Section 20 at any time prior to the date that is one hundred eighty (180) days prior to the expiration of the Original Term.

(iii) The Renewal Term shall be automatically cancelled and of no force or effect if, at the time that the Renewal Term is to begin: (A) Tenant or Guarantor is in default under this Lease, the Franchise Agreement, or any other agreements, leases, guarantees, notes or other obligations between or among Tenant or Guarantor, on the one hand, and Landlord or Franchisor or any of their respective subsidiaries or affiliates, on the other hand (together with the Franchise Agreement, the "Related Agreements"); (B) the Franchise Agreement has expired or terminated for any reason or (C) the term of the Franchise Agreement is scheduled to expire or terminate (after giving effect to any extensions or renewals thereof) prior to the end of the Renewal Term.

(iv) In the event that the Renewal Term is cancelled pursuant to subsection (ii) or (iii) above, (A) this Lease shall terminate upon the expiration of the Original Term, and (B) the cancelled Renewal Term shall be void and of no further force or effect.

(v) Notwithstanding anything to the contrary in this Section 3, it is the express intent and agreement of Landlord and Tenant that the Term shall not exceed the term of the Franchise Agreement (including any extensions or renewals thereof) and, in the event the Franchise Agreement expires or terminates for any reason, at Landlord's option and upon written notice to Tenant, the Term of this Lease shall simultaneously terminate and expire.

(c) Holding Over. In the event that Tenant remains in possession of the Premises or any part thereof after the expiration of the Term or termination of this Lease, Tenant shall be deemed to be occupying the Premises as a tenant from month to month, and shall be obligated to pay Fixed Annual Rent equal to one hundred fifty percent (150%) of the rate in effect immediately prior to such expiration or termination. Such month to month tenancy may be terminated at any time by either Landlord or Tenant by written notice to the other with the termination date set out in such notice and to be at least thirty (30) days after delivery of the notice. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term or termination of this Lease, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, damages, costs (including reasonable attorneys'

fees and court costs) or other liabilities incurred by Landlord as a result of such holdover, including claims made by any party who claims a possessory interest in the Premises effective upon the expiration of the Term or termination of this Lease.

4. **Fixed Annual Rent**. In consideration of the lease of the Premises by and from Landlord to Tenant, beginning on the Effective Date and during the Term, Tenant shall pay to Landlord, without any prior demand therefor and without any deduction or setoff whatsoever, rental for the Premises as follows:

(a) Fixed Annual Rent. Fixed minimum annual rent ("**Fixed Annual Rent**") in the amount set forth in the table below, payable monthly in advance in equal consecutive monthly installments of one-twelfth (1/12) of said Fixed Annual Rent. Each such monthly installment shall be due and payable in advance on the first (1st) day of each calendar month during the Term. If the Effective Date does not fall on the first day of a calendar month then the first payment shall be due and payable on the Effective Date and shall be for only the portion of the first month attributable to the Term prorated on a daily basis.

Period	Fixed Annual Rent	Monthly Payment
Lease Years 1 – 5		
Lease Years 6 – 10		
Lease Years 11 – 15		
Lease Years 16 – 20		
Lease Years 21 – 25		
Lease Years 26 – 30		

(b) In addition to the payment of Fixed Annual Rent provided above, and separate and in addition to the Royalties and fees due under the Franchise Agreement, Tenant shall pay to Landlord a sum equivalent to ____ percent (___%) of the Restaurant's annual Gross Sales ("**Percentage Rent**"). Following the Rent Commencement Date, on the fifteenth (15th) day of each calendar month, the Tenant shall pay to the Landlord the Percentage Rent for the preceding calendar month. For any partial Lease Year, the Percentage Rent shall be prorated accordingly.

(c) Reporting of Gross Sales and Record Keeping. Tenant shall maintain, and shall preserve for at least three (3) years from the dates of their preparation, full, complete, and accurate books, records, and accounts related to the operation of the Restaurant in accordance with generally accepted accounting principles and shall, at its expense, deliver to Landlord, within sixty (60) days after the end of each Lease Year, accurate reports of Gross Sales for the prior Lease Year's operations certified by an independent chartered accountant selected by Tenant and acceptable to Landlord. Tenant may maintain such books, records, and accounts and provide them to Landlord in electronic format. Tenant shall permit authorized personnel of Landlord to inspect and examine Tenant's books, records, and accounts at any reasonable time. Landlord shall also have the right, at any reasonable time, to have an independent audit made of the books, records, and accounts of Tenant. If an inspection or audit discloses that the reported Gross Sales of Tenant have been understated, Tenant shall immediately pay to Landlord the amount due as a result of such understated Gross Sales, together with interest on the amount due at the annual rate of twelve percent (12%) calculated from the date such payment was due. In addition, if such audit discloses that the reported Gross Sales of Tenant have been understated to the extent of two percent (2%) or more, Tenant shall reimburse Landlord for any and all expenses connected with the audit. The foregoing remedies shall be in addition to any other remedies Landlord may have under this Lease or the Franchise Agreement.

(d) Definition of Gross Sales. As used in this Lease, the term "**Gross Sales**" shall mean the amount received by Tenant from the sale of products or performance of services made on or from the

Leased Premises (including any electronic or mobile orders or delivery orders fulfilled from the Leased Premises), but excluding (i) non-edible promotional items, (ii) sale of gift certificates, redemption of coupons, and refunds or returns, (iii) sales tax or any similar taxes which are by law required to be completed separately and paid by the customer, (iv) discounted sales to employees, and the proceeds from the sale of any Personalty erected or installed on the Leased Premises by Tenant, (v) all sums and credits received in settlement of claims for loss or damage to merchandise, (vi) any sales of product to schools or other similar institutions where the sales price thereof does not exceed the cost to Tenant of said product; and (vii) any delivery fees or service fees collected from the customer and/or paid by the customer or Tenant to third-party service providers (e.g. DoorDash, UberEats) associated with a particular sale transaction

(e) Financial Statements. Tenant shall provide to Landlord, within fifteen (15) days of request, the most current quarterly and/or fiscal year-end audited financial statements of Tenant prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement and a statement of cash flow and footnotes).

(f) Sales Tax. Tenant shall pay all sales or similar tax, if any, due with regard to the Rent (as defined below) pursuant to the laws of the jurisdiction in which the Premises are located.

(g) Late Charge. In addition to any other rights and remedies of Landlord hereunder, if Tenant fails to pay any Rent (as defined below) payment under this Lease when due, Tenant shall pay to Landlord a monthly interest charge equal to one and one-half percent (1.5%) per month, calculated from the day such payment of Rent or other charge was due until such payment is made.

(h) All Rent due hereunder shall be paid by electronic fund transfer (EFT) or by such other method or procedure for payment as designated from time to time by Landlord. These methods include, but are not limited to, pre-authorized wire transfers, electronic transfers via automated clearing houses or similar commonly accepted methods of funds transfer. Upon Landlord's request, Tenant shall deliver to Landlord all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

5. Additional Rent.

(a) From and after the Effective Date, Tenant agrees to pay, at Tenant's sole expense and for its own account, the following (collectively, "**Additional Rent**"): (i) a "Lease Administration Fee" in the amount of $6,000.00 per annum (payable in equal monthly installments) subject to periodic increases as may be determined from time-to-time by Landlord (not to exceed 5% year over year); (ii) any and all taxes and assessments whatsoever, whether municipal, state, federal or otherwise, levied, imposed, assessed or charged against the Premises or upon Landlord in connection therewith or from time to time levied, imposed, assessed or charged in the future in lieu thereof or in substitution thereof or in addition to or for which Landlord is liable in connection with the Premises; (iii) any and all utility charges and rates, including, without limitation, all charges for sewer usage or rental, refuse removal, gas, water, heat, electricity and/or telephone and similar taxes, rates, charges and assessments attributable to the Premises; (iv) any business taxes or license fees and similar taxes that may be charged, levied or assessed in connection with the Premises or Tenant's leasehold interest therein; (v) any common area operating costs and charges or insurance charges due pursuant to any declaration, restriction or other agreement affecting the Premises that has been recorded in the applicable public records; and (vi) all other charges and expenses related to Tenant's use and operation of the Premises.

(b) With respect to any Additional Rent, Landlord shall have the right to (i) provide a copy of such invoice to Tenant promptly following Landlord's receipt of same, following which Tenant shall pay such amount directly to the billing authority as and when the same is due, or (ii) remit such amounts directly

to the billing authority for and on behalf of Tenant and to provide written request to Tenant for reimbursement of such amounts, which reimbursement Tenant shall pay to Landlord within fifteen (15) days of receipt of such request. With respect to property taxes, Tenant shall pay in advance, with each monthly installment of Rent, an amount equal to 1/12th of the annual property tax amount applicable to the Premises for the prior tax year as an estimate of the property tax due for such current year, and within ninety (90) days following Landlord's payment of the actual tax bill for such current year, Landlord shall either remit any overage amount previously paid by Tenant (or at Landlord's option shall credit such amount against Rent to be paid by Tenant subsequent to such date) or provide a written account of any shortfall in the amounts previously paid by Tenant, which shortfall shall be paid by Tenant within fifteen (15) days of receipt of such request.

(c) Tenant shall contract for, in its own name, and pay when due all charges for the connection and use of water, gas, electricity, telephone, refuse removal, sewer use and other utility services supplied to and necessary for the operation of the Premises during the Term. Under no circumstance shall Landlord be responsible for any interruption of any utility service.

(d) If Tenant fails to pay when due any Additional Rent required to be paid by Tenant pursuant to this Lease, Landlord shall have the right to pay the same at the expense of Tenant after fifteen (15) days' prior written notice to Tenant thereof, and Tenant covenants to reimburse to Landlord, as Additional Rent, any amounts so paid by Landlord within fifteen (15) days after expiration of such notice period.

(e) Tenant may, at its own expense, contest or cause to be contested (in the case of any item involving more than $1,000.00, after prior written notice to Landlord), by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) such proceeding shall suspend the collection thereof from the applicable Premises or any interest therein, (ii) neither such Premises nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iii) no Default (as defined below) has occurred, and (iv) Tenant shall have deposited with Landlord adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Tenant shall have furnished the security as may be required in the proceeding or as may be required by Landlord to ensure payment of any contested taxes. Should Tenant institute any such proceedings, Landlord will reasonably cooperate with Tenant in connection therewith.

(f) Fixed Annual Rent, Percentage Rent and Additional Rent shall be collectively referred to in this Lease as "**Rent**".

6. **Net Lease**. The Fixed Annual Rent payable hereunder shall be net to Landlord so that this Lease shall yield to Landlord the rentals specified during the Term and, in addition thereto, as Additional Rent, all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid and performed by Tenant subject to the provisions of this Lease.

7. **Use, Signs, Maintenance and Alterations.**

(a) Use of the Premises. During the Term, Tenant shall continuously operate on the Premises a "Wendy's" / "Wendy's Old Fashioned Hamburgers" restaurant in accordance with the Franchise Agreement and shall use the Premises solely for that purpose. Tenant specifically covenants with Landlord to fully comply with all terms and conditions of the Franchise Agreement on its part to be performed and observed and to maintain the Franchise Agreement in full force and effect during the Term. In no event shall Tenant's use of the Premises violate any law, rule or ordinance, or any restriction or other encumbrance that is of record and applicable to the Premises.

(b) Tenant's use and occupation of each of the Premises, and the condition thereof (including the condition of any and all alterations, replacements, additions or construction activity undertaken by the Tenant including but not limited to the installation of a sign or signs as heretofore permitted in this Section 7), shall, at Tenant's sole cost and expense, comply fully with all existing restrictions and with all building codes, zoning ordinances and other laws, rules and regulations of any governmental authority applicable to the Premises (including, but not limited to, health, safety, accessibilities and/or disabilities) and all restrictions, covenants and encumbrances of record with respect to each of the Premises. Tenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by it. Tenant will not permit any act or condition to exist on or about any of the Premises which will increase any insurance rate thereon, except when such acts are required in the normal course of its business, and Tenant shall pay for such increase. In addition to the other requirements of this Section, Tenant shall, at all times throughout the Term, comply with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder (collectively, the "ADA"), in connection with the Premises and any maintenance, repairs and replacements of the Premises undertaken by Tenant as required by this Lease, and all restrictions, covenants and encumbrances or reciprocal obligations of record with respect to the Premises.

(c) Maintenance. Tenant shall not commit actual or constructive waste upon any part of the Premises. Tenant, at its own expense, will maintain all parts of the Premises, including, but not limited to, the Restaurant and any other improvements now or hereafter existing therein or thereon, in good repair and sound condition and at all times in accordance with the condition required and/or prescribed by the Franchise Agreement. Tenant's obligation to maintain and repair includes specifically, but is not to be limited to, the maintenance and repair and/or replacement of the following: the foundations, roof, floor and structural portions of the walls of the Restaurant; parking lot; curbs; driveways; sidewalks; gutters; fixtures, facilities and equipment located on the Premises; heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; signs and other equipment installed and used by Tenant; and any easements appurtenant to the Premises in accordance with the terms of such easements. Tenant will take all action and will make all structural and non-structural, foreseen and unforeseen, and ordinary and extraordinary changes and repairs that may be required to keep all parts of each of the Premises in good repair and sound condition. The provisions of this Section 7(c) shall not apply in the case of damage or destruction by fire or other casualty or in the case of eminent domain or condemnation, in which events the obligations of the Tenant shall be controlled by either Section 10 or 11 hereof, as the case may be. Tenant waives any right to (i) require Landlord to maintain, repair or rebuild all or any part of any of the Premises or (ii) make repairs at the expense of Landlord pursuant to any rule, law or regulations at any time in effect with respect to the Premises. In carrying out its obligations as set forth above in this Section, Tenant agrees to conform to all requirements of law, the regulations of applicable public authorities and the requirements of insurers. Further, Tenant shall not take any action nor permit any action to be taken that would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or that would result in the violation of any covenants, conditions or restrictions burdening the Premises.

(d) Alterations. All alterations of the Premises by Tenant shall conform with the terms, conditions and requirements of Franchise Agreement. When required under the Franchise Agreement based upon the scope or nature of the proposed alterations, Tenant shall provide prior written notice to Franchisor and (if applicable) obtain Franchisor's prior written consent and approval. Tenant shall not alter the exterior, structural, plumbing or electrical elements of any of the Premises in any manner without the prior, written consent of Landlord; provided, however, Tenant may undertake nonstructural alterations costing less than $2,500.00 without Landlord's consent. Prior to Tenant commencing any work to the Premises that involves a cost in excess of $2,500.00, Tenant shall submit the final plans and specifications for such proposed work to Landlord for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed approved if Tenant has received no

approval or rejection from Landlord at the end of thirty (30) days after Landlord's receipt of the plans and specifications. If Landlord reasonably objects within such thirty (30) day period, Tenant shall not commence the proposed work until the plans and specifications have been revised to satisfy Landlord's objection(s). If Landlord's consent is required hereunder and Landlord consents to the making of any such alterations, the same shall be made according to plans and specifications approved by Landlord and subject to such other conditions as Landlord shall reasonably require. Landlord's approval of any plans and specifications shall create no warranty, responsibility or liability whatsoever on the part of Landlord, including, but not limited to, their completeness, design sufficiency or compliance with any and all applicable federal, state and local laws, codes, ordinances, rules and/or requirements, including without limitation the ADA. All alterations shall be made by Tenant at Tenant's sole expense by licensed contractors and in accordance with all applicable laws, rules, laws and regulations. Tenant shall perform such remodeling, repair, replacement and redecoration to the Restaurant as required by and in conformance with the Franchise Agreement and the other Related Agreements including, without limitation, any letters of understanding with respect thereto. Any work at any time commenced by Tenant on any of the Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Lease. Upon completion of any alterations, Tenant shall promptly provide to Landlord the following: (i) evidence of full payment to all laborers and materialmen contributing to the alterations; (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications; (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy); and (iv) any other documents or information reasonably requested by Landlord. Any addition to or alteration of any of the Premises shall automatically be deemed a part of the Premises and belong to Landlord, and Tenant shall execute and deliver to Landlord such instruments as Landlord may reasonably require to evidence the ownership by Landlord of such addition or alteration; provided, however, if Tenant is not in default under this Lease and all Rent and other sums due to Landlord have been paid and discharged in full, Tenant shall have the right to remove upon expiration of the Term those non-permanently attached fixtures and personal property that have been paid for and are then owned by Tenant, but Tenant shall, at its own cost and expense, repair any damage caused by such removal. Tenant acknowledges and agrees that, in the event that Tenant renovates, remodels, rebuilds, reimages or otherwise performs alterations to the exterior of the Premises [(including, without limitation, a remodel performed pursuant to Section 8 hereof)], Tenant shall, within ten (10) days of receipt of an invoice therefor, reimburse Landlord for Landlord's reasonable costs incurred in obtaining an updated title search for the Premises and any third party or landlord consents required in connection with Tenant's work.

(e) Liens. Tenant is not authorized to subject the interest of Landlord in the Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without the prior written approval of Landlord. Tenant shall permit no liens arising due to work performed by or under Tenant's authority to encumber the Premises, shall remove any such liens by payment or bond within fifteen (15) days after receipt of written notice thereof, and hereby agrees to hold Landlord harmless from and against any claims, demands or costs incurred by Landlord related to any such liens. The foregoing hold harmless expressly includes Tenant's agreement to promptly reimburse Landlord for any costs and expenses (including attorneys' fees and court costs) incurred in connection with the analysis, defense or payment made by Landlord on account of any such lien or allegation thereof.

(f) Continuous Operation. Tenant shall continuously occupy and operate the Premises during the Term, and it shall be deemed a Default of Tenant hereunder to cease operation or occupancy of the Premises for more than five (5) consecutive days or for more than fifteen (15) days in any calendar year, unless and except such closure is due to remodeling as approved in accordance with this Lease, or any repair or restoration related to any condemnation or casualty event.

(g) Signs. If permitted by the Franchise Agreement and all other covenants and restrictions affecting the Premises, Tenant shall have the right to install on the Premises, at its own expense, signs conforming to law and regulations, suitable for its purposes in the operation of the Restaurant, which signs shall remain the property of Tenant unless such signs must be surrendered to Franchisor upon termination of the Franchise Agreement. Tenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Premises occasioned thereby, or by the removal thereof.

(h) Indemnity. Tenant agrees that it will defend, indemnify and hold harmless Landlord and Landlord's employees, officers, directors and agents from and against any and all claims, suits, actions, proceedings, obligations, damages, losses, costs or expenses (including attorneys' fees and court costs) caused by, incurred or resulting from Tenant's failure to comply with its obligations under this Section. The obligations of Tenant and the rights and remedies of Landlord under this Section shall survive the termination, expiration and/or release of this Lease.

8. Remodeling of the Restaurant.

(a) Tenant, as franchisee under the Franchise Agreement, has certain obligations to repair, upgrade, refurbish, remodel, scrape and rebuild, and/or perform certain image enhancements to the Restaurant under the Franchise Agreement (collectively the "**Remodeling Obligations**"). If Tenant breaches any of its covenants or agreements under the Franchise Agreement relating to the Remodeling Obligations and/or does not perform all of its Remodeling Obligations under the Franchise Agreement, a "**Remodel Default**" shall be deemed to have occurred. Upon a Remodel Default, in addition to the rights of Landlord under Section 17(b) and Franchisor's rights under the Franchise Agreement, Landlord may, upon written notice to Tenant, increase the Fixed Annual Rent due under Section 4(a) by twenty percent (20%) for the remaining portion of the then-current period and for each subsequent period during the Term (the "**Liquidated Damages**").

(b) It is acknowledged that a Remodel Default will cause Landlord to incur substantial economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty as a basis for recovery by Landlord of actual damages. Therefore, Landlord and Tenant agree that upon a Remodel Default, Landlord may impose the Liquidated Damages. Tenant agrees that the Liquidated Damages represent a fair, reasonable and appropriate estimate of the damages and losses that would be sustained by Landlord. In lieu of actual damages for a Remodel Default, Tenant agrees that the Liquidated Damages may be assessed and recovered by Landlord as against Tenant, and without Landlord being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore, Tenant shall be liable to Landlord for payment of the Liquidated Damages. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Tenant shall pay them to Landlord without limiting Landlord's right to obtain substitute or additional relief as may be appropriate.

(c) Without limiting the generality of Section 28(i), if any court determines that the Liquidated Damages is excessive or is unreasonable or unenforceable under the laws of that jurisdiction, it is the intention of the parties hereto that the Liquidated Damages may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that jurisdiction.

9. Quiet Enjoyment. Landlord covenants and agrees that Tenant, upon paying the Rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Lease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term, or any extension thereof, without hindrance or molestation from anyone claiming by, through or under Landlord.

EXHIBIT P

10. Damage or Destruction to Premises.

(a) Tenant's Obligation to Replace and Restore. In the event that the Premises are damaged or destroyed by fire or other casualty or Tenant is evicted from the Premises by a public authority to preserve the public safety, this Lease shall not terminate, nor shall the liability of Tenant to pay Rent cease or be reduced, except as hereinafter expressly provided in this Section, but Tenant shall restore, replace or rebuild the Premises at Tenant's sole cost and expense with all reasonable speed to the same condition as existed prior to the happening of the fire, eviction or other casualty. In the event Tenant is required to so restore, replace or rebuild as aforesaid, Tenant shall be entitled to the proceeds of casualty insurance carried and maintained by Tenant and payable by virtue of the event or events causing damage to the Premises and shall place such funds in a dedicated deposit account and use the same only towards the restoration or replacement of the Premises, with any excess funds released to Tenant. In the event of any shortfall between the insurance proceeds and the actual cost to repair or reconstruct the Premises, Tenant shall be solely responsible for all additional costs and expenses.

(b) Limited Right to Terminate. Notwithstanding the foregoing subsection (a), in the event the Premises should, within two (2) years prior to the end of the then current Term, be damaged by fire or other casualty to the extent of at least fifty percent (50%) of the replacement value thereof, each of Landlord and Tenant shall have the right to cancel and terminate this Lease effective as of the date of such casualty by written notice to the other party given within thirty (30) days after the occurrence thereof, in which case the proceeds of any insurance carried or required to be maintained by Tenant shall be payable solely to Landlord (except with respect to any coverage related to any personal property owned by Tenant). Further, in the event of a cancellation or termination by Landlord, ninety percent (90%) of the total proceeds received from any business insurance or rental interruption insurance maintained by Tenant shall be paid to Tenant, with the remaining ten percent (10%) of such proceeds to be payable to Landlord. Further, Tenant, at its sole cost and expense, shall cause the damaged improvements related to the Restaurant to be demolished and removed and the Real Property delivered back to Landlord in a clean, orderly and compacted condition or such other partially improved or stabilized and secured condition as Landlord may require given the circumstances.

11. Condemnation. In the event that at any time during the Term the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Landlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply:

(a) Total Taking. In the event of a total taking, Tenant's right of possession shall terminate as of the date of taking and Rent and other charges provided for in this Lease shall be paid up to such date. The entire damage award of the condemnation proceedings shall be paid to Landlord but Landlord shall, and hereby does, after deduction from said award of any and all attorneys' fees and costs associated with such proceedings, assign to Tenant out of any award paid to Landlord the following amounts: (i) if Tenant shall have made improvements or alterations in or to the Premises after the Effective Date and shall have not yet fully amortized its expenditure for such improvements or alterations, a sum equal to the unamortized portion of any such expenditures, and (ii) a sum equal to any cost or loss to which Tenant may be put in removing Tenant's Equipment from the Premises, but these sums will be paid only if the condemning authority makes a specific award for such costs or losses.

(b) Partial Taking That Renders the Premises Substantially Unusable. In the event of a partial taking of the Premises that renders the Premises substantially unusable by Tenant for the operation of the Restaurant in accordance with the Franchise Agreement, then each of Landlord and Tenant may, by written notice to the other within thirty (30) days after the taking by the condemning authority, terminate this Lease, and Rent and other charges provided for in this Lease shall be paid up to such date, and any

damage award shall be paid as otherwise set forth in subsection (a) above. If neither party elects to terminate this Lease, there shall be no abatement or adjustment to the Rent due hereunder, and Landlord shall pay to Tenant the damage award received by Landlord as compensation for such partial taking (after deduction from said award of any and all attorneys' fees and costs associated with such proceedings and after deduction for any outstanding fees, expenses, charges, rents or additional rents due under this Lease or the Franchise Agreement or any amounts due and payable under any of the Related Agreements), except any portion of such award attributable to the loss of any fee interest in the Real Property or purchase price related thereto. Tenant shall use such award together with all other funds of Tenant necessary to restore the Premises at Tenant's sole expense to usable condition and in accordance with the requirements of the Franchise Agreement.

(c) Partial Taking That Does Not Render the Premises Substantially Unusable. In the event of a partial taking of the Premises that does not render the Premises substantially unusable by Tenant for the operation of the Restaurant in accordance with the Franchise Agreement, there shall be no abatement or adjustment of Rent hereunder and the entire damage award received for such partial taking shall belong solely to Landlord; provided, however, if any damage award includes in part an award related to lost profits or sales or other similar consequential damages, such portion of the award shall be paid or otherwise made available to Tenant.

(d) Taking Within Right-Of-Way. Notwithstanding the provisions of this Section, it is hereby expressly acknowledged and agreed by Tenant that if a condemning authority takes any portion (or all of that portion) of the Premises that is located within a public right-of-way on the date of this Lease, such a taking shall not be deemed to entitle Tenant to any part of the award therefor (which shall belong solely to Landlord). Additionally, a condemnation of solely that portion of the Premises that is located within the public right-of-way on the date of this Lease shall not be deemed to in any way bring this Section into operation and effect.

12. Assignment and Subletting. Tenant shall not permit Tenant's interest in this Lease to be vested in any third party by operation of law or otherwise and Tenant shall not assign, sublet, pledge, hypothecate or otherwise transfer this Lease or any interest in this Lease or the Premises in whole or in part without first obtaining the prior written consent of Landlord, which consent Landlord may grant or withhold in its sole and absolute discretion. As a condition to its consent, Landlord may require that the Rent required to be paid hereunder be increased to reflect the current fair market value of the Premises and any assignee or sublessee must also in connection with such assignment or subletting receive an assignment of all rights of the franchisee under the Franchise Agreement with the necessary consent of Franchisor to the assignment under the Franchise Agreement. If Landlord does so consent to an assignment of this Lease or a subletting of all or any portion of the Premises, Tenant and Guarantor shall still remain liable to Landlord for all obligations under this Lease unless expressly released in writing from such obligations by Landlord.

13. Mortgage Subordination and Attornment. Upon written request by Landlord, conferred in by any mortgagee of Landlord's interest in the Premises, or by any person, firm or corporation intending to become such a mortgagee, Tenant agrees to subordinate its rights under this Lease to the lien of any mortgage covering the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default hereunder. Tenant agrees that upon the written request of Landlord or any mortgagee named in such mortgage, it will execute and deliver whatever instruments may be required for such purposes. Tenant will, in the event of the sale or assignment of Landlord's interest in the Premises or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises, attorn to and recognize such purchaser or mortgagee as landlord under this Lease. Similar to Section 16 of this Lease, upon request by Tenant, Landlord shall execute waivers

or consent agreements in a form acceptable to Landlord in its sole and absolute discretion permitting the pledge of this Lease as a leasehold mortgage in favor of Tenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any leasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Tenant's interest under the Franchise Agreement to such bank or institutional lender.

14. Indemnification and Insurance.

(a) Indemnification. To the fullest extent permitted by law, Tenant agrees to defend, indemnify and hold harmless, Prime Landlord, Landlord, and any parent, subsidiaries, affiliates, and their directors, officers, agents, employees, and authorized representatives and assigns of each (the "Indemnitees") from and against any and all liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages and expenses, including defense costs and attorney's fees (all collectively "Losses"), provided such Losses are attributable to (a) injury to or death of any person or persons, including but not limited to, any employee, agent or representative of Tenant, as well as any employee, agent, or representative of an Indemnitee; (b) damage to or impairment of property, or (c) personal and advertising injury, arising out of or related to the occupancy, operation, maintenance, or use of the Premises by Tenant, which are in any manner directly or indirectly caused occasioned, contributed to, or claimed to be due, in whole or in part, to any acts, errors, omissions, reckless, negligent, or willful misconduct, whether active or passive, of Tenant or anyone whose acts Tenant may be liable for in conjunction with or incident to this Lease, even though the same may have resulted from the joint, concurring, or contributory negligence of any Indemnitee, or any other person or persons, unless the same was caused by the sole negligence or willful misconduct of any Indemnitee. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

(a) Insurance Coverage. Tenant agrees to provide and maintain, at its sole cost and expense, insurance in at least the same amounts and of the same types required by the Prime Lease to be carried by the tenant thereunder with regard to the Premises; provided, however, that notwithstanding the requirements of the Prime Lease, Tenant shall maintain at a minimum, the following required policies of insurance, in the forms and with minimum limits (or such higher amounts as may, from time to time, be required under the provisions of the Franchise Agreement) and coverage terms, as set forth below:

1. Commercial General Liability: 1,000,000 each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, $1,000,000 product liability aggregate. Coverage shall be written on an occurrence basis, on ISO form CG-00-01-04-13 or its then substantial equivalent. For claims arising out of or in any way related, directly or indirectly, to the Franchise Agreement, the Premises, its occupancy or the operation of the Restaurant, the policy shall name The Wendy's Company, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees (collectively, for purposes of reference to this Insurance Coverage section, "**Wendy's**") as additional insureds, provide coverage on a primary basis, and not contributory with or excess over any other insurance or self-insurance available to the Wendy's, provide cross-liability coverage consistent with standard ISO form separation of insureds clause, and shall be endorsed with ISO Form CG-24-04, "Waiver of Transfer of Right of Recovery Against Others to Us," or the substantial equivalent. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. There shall be no exclusion, limitation, or endorsement in the policy, other than those standard exclusions and limitations inherent to the aforementioned ISO form, that serves to restrict or limit additional insured status, contractual liability, or products liability.

2. Property: Special Form, All-Risk Property Insurance, on a replacement cost basis, to the full value of the Restaurant and all improvements in or about the Premises. Coverage shall include business interruption for a period not less than 12 months from the date of any loss or damage. Tenant may

carry such insurance under a blanket policy, provided such policy includes coverage for the Restaurant and Premises equivalent to that which would be available under a separate policy. Coverage shall include a waiver of subrogation in favor of Wendy's and shall name Wendy's an additional interest and loss payee in accordance with Wendy's interests. In addition to the foregoing: Tenant will provide (or will cause its General Contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.

3. Business Automobile Liability: $1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Tenant, in any way related, directly or indirectly, to the Franchise Agreement, the Premises, or occupancy or operation of the Restaurant. Coverage shall be written on ISO Form CA-00-01, or a form providing equivalent liability coverage. The policy shall apply to "Any Auto" including without limitation all owned, non-owned, hired, rented, leased or borrowed motor vehicles and all mobile equipment used by Tenant and shall provide cross-liability coverage as provided under standard ISO forms separation of insureds clause.

4. Umbrella Excess Liability: $2,000,000 each occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. The policy shall recognize Wendy's, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees as additional insureds and provide coverage for the interests of Wendy's on a primary or first excess basis, and not contributory with or excess over any other insurance or self-insurance available to Wendy's. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The policy shall be in a following form or a form at least as broad as the required underlying policies.

5. Cyber Risk: Including coverage for claims arising out of or related to (1) investigation of an actual or alleged security failure, privacy event, security breach or other related incident, including but not limited to forensic services, legal counsel and breach coaching services, breach response and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (2) business income/business interruption/extra expense; (3) digital and data asset protection and restoration; (4) network security & consumer privacy liability; (5) regulatory defense and indemnification, including fines and assessments; (6) multimedia liability; (7) cyber extortion, including but not limited to the use of ransomware or other malware to compromise Tenant's systems; and (8) social engineering or other forms of electronic manipulation that result in covered loss. The policy shall include limits not less than $1,000,000 each claim and shall be endorsed to name Wendy's an additional insured.

6. Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in all states and/or provinces in which the Tenant conducts operations and including Employer's Liability coverage with limits not less than $500,000 bodily injury, each accident or disease. If Tenant utilizes a program of self-insurance, a Certificate of Authority from the state is required, along with a policy of Excess Worker's Compensation insurance in excess of the self-insured limit and including Employer's Liability, each with limits not less than $500,000 bodily injury, each accident or disease. The policy shall provide a waiver of subrogation in favor of Wendy's. Depending on the corporate structure of your business, the Tenant entity may not be the appropriate carrier of Worker's Compensation or Employer's Liability coverage. In this case, Tenant may satisfy this requirement by causing it appropriate affiliated entity to carry such coverage(s).

(vii) any other form or forms of insurance as the Tenant or the Landlord or the Landlord's mortgagee requires from time to time in form, in amount and for insurance risks against which a prudent Tenant would protect itself.

EXHIBIT P

Further with regard to each of the aforementioned insurance policies

(1) The parties acknowledge that Tenant's insurance is intended to fulfill the insurance requirements of the Prime Lease in addition to requirements stated in this Lease and is intended to be in lieu of and not duplicative with any insurance required of the Landlord in accordance with the Prime Lease.

(2) Each policy shall be underwritten by a duly licensed and admitted insurance carrier with a current minimum A.M. Best Rating of A- VIII or the substantial equivalent rating provided by Fitch, Standard & Poor's, or Moody's.

(3) Tenant shall provide Wendy's with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.

(4) There shall be no deductible or self-insured retention in excess of $50,000 maintained by Tenant with respect to any of the foregoing insurance, without Wendy's prior written approval. All deductibles, self-insurance and premiums associated with the required insurance shall be the responsibility of the Tenant. With regard to liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, that remain within deductibles or self-insured retentions, Tenant agrees to assume obligations that would otherwise have existed on the part of an insurer to an additional insured.

(5) Tenant shall deliver, or cause to be delivered to Landlord, on or prior to the effective date of the Franchise Agreement and thereafter, not more than ten (10) days subsequent to the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer, for each of the coverages specified in subsection (b) above. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.

(6) When requested by Wendy's, Tenant shall provide true and complete copies of insurance policies to Wendy's within ten (10) full business days of any such request.

(7) Should Tenant fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Wendy's, at its option, but without obligation to do so, may, upon five days' notice to Tenant, cure such failure, and any sums so expended by Wendy's, together with Wendy's reasonable administrative expense in connection therewith, shall thereafter be due from and payable by Tenant.

(8) Neither the approval, disapproval or failure to act by Wendy's regarding any document reflecting insurance on behalf of Tenant, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Tenant of full responsibility or liability for damages and accidents as set forth herein. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the insurance requirements set forth in this Section and those set forth in the Prime Lease in that the insurance requirements under the Prime Lease are greater than those set forth herein, then the insurance requirements of the Prime Lease shall govern

EXHIBIT P

15. **Equipment**. All goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Tenant whatsoever kept in, on or about the Premises ("**Tenant's Personal Property**") shall be at Tenant's sole risk, and Landlord shall not be liable for any damage done to or loss of Tenant's Personal Property arising from any cause whatsoever including, but not limited to, the bursting, overflowing or leaking of water, sewer, sprinkler system or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or by reason of the failure of heat, gas or electricity.

16. **Security Interest of Landlord**. To secure the payment of all Rent and any other sums that may become due to Landlord under the terms of this Lease, Landlord shall have and is hereby granted by Tenant a lien and security interest upon all of Tenant's Personal Property during the Term. Upon request by Tenant, Landlord shall execute waivers or consent agreements in form acceptable to Landlord confirming the subordination of this lien, as required by a bank or institutional lender. This Lease shall also constitute a security agreement under the Uniform Commercial Code of the jurisdiction in which the Premises are located. None of the goods, wares, merchandise, inventory, machinery, Equipment or other personal property of Tenant situated on the Premises shall be removed from the Premises without the prior written consent of Landlord unless all Rent and all other sums then due to Landlord shall first have been paid and discharged in full. Tenant shall from time to time execute any financing statements and other instruments necessary to perfect the first lien and security interest granted herein and to carry out the terms of this Section. Upon the occurrence of a Default by Tenant under this Lease, Landlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without the permission of Tenant and take possession of any and all of Tenant's Personal Property without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

The parties acknowledge and agree that all such consents to any leasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Tenant's interest under the Franchise Agreement to such bank or institutional lender.

17. **Default by Tenant.**

(a) Each of the following actions shall constitute a default and breach under the terms of this Lease (a "**Default**"):

(i) if Tenant shall fail to make any payment of Rent or any other charges or amounts due under this Lease, on the day when such payments are due;

(ii) if Tenant shall fail to perform any other provision, covenant or condition of this Lease other than the payment of Rent or any other charges or amounts due;

(iii) if Tenant abandons or vacates the Premises at any time during the Term;

(iv) if Tenant ceases to operate the Restaurant in accordance with this Lease;

(v) any act or omission that constitutes a default under the Franchise Agreement or any other Related Agreement (including without limitation any failure to complete required training), which default is not cured within any applicable cure period thereunder, or failure to execute a Franchise Agreement;

(vi) if Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of Tenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if

Tenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Tenant;

(vii) if Tenant's interest in this Lease shall be vested in any third party by operation of law or otherwise, or if Tenant has assigned this Lease or the Premises are leased by Tenant in whole or in part without Landlord's prior written consent;

(viii) if Tenant is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar legislation, orders or regulations in respect thereof (the "Orders") or on any other list maintained by OFAC pursuant to other applicable Orders or is indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering;

(ix) if a final, nonappealable judgment is rendered by a court against Tenant that has had or would reasonably be expected to have a material adverse effect on either the ability to conduct business at any of the Premises for its intended use or Tenant's ability to perform its obligations under this Lease, or is in the amount of $100,000.00 or more, and in either event is not discharged within sixty (60) days from the date of entry thereof; or

(x) a Remodel Default.

(b) Remedies of Landlord. In the event of any Default of Tenant hereunder, and in addition to any other rights or remedies available to Landlord at law or in equity, Landlord shall have the right, but not the obligation, to do any one or more of the following:

(i) cure any Default of Tenant, on behalf and at the sole cost and expense of Tenant;

(ii) terminate this Lease upon not less than fifteen (15) days' notice, whereupon Tenant shall vacate the Premises on or before such date unless such Default shall be cured prior to the effective date of such termination (failing which, Landlord may institute dispossessory proceedings), and to collect from Tenant all Rent and other sums due through the date of such termination;

(iii) without terminating this Lease, re-enter the Premises and proceed to re-let all or any part of the Premises as Landlord, in its discretion, may deem reasonably necessary or appropriate;

(iv) declare immediately due and payable and to collect from Tenant all Rent due from Tenant for the remaining portion of the Term; or

(v) recover from Tenant any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses incurred by Landlord: (A) in retaking possession of the Premises, including reasonable attorney's fees therefor; (B) in maintaining or preserving the Premises after such Default; (C) in preparing the Premises for reletting to a new tenant including repairs or alterations to the Premises for such reletting; (D) as brokerage fees, leasing commissions and reasonable attorney's fees in connection with the reletting of the Premises to a new tenant; and (E) any other costs necessary or appropriate to relet the Premises.

EXHIBIT P

18. **Cross Default**. Any Default under this Lease shall be considered a default under the Franchise Agreement and the other Related Agreements. Tenant acknowledges agreement with the cross-default provisions of this Section and all other terms and conditions of this Lease relating to the Franchise Agreement and the other Related Agreements. Simultaneous with Tenant's execution of this Lease, each Guarantor shall execute and deliver to Landlord an Acknowledgment of Cross Default Provisions and Right to Modify Leases in the form attached hereto as **Exhibit C** (the "**Guarantor Acknowledgment**") for the purpose of acknowledging their agreement with the cross-default provisions of this Section and all other terms and conditions of this Lease relating to the Franchise Agreement and the other Related Agreements.

19. **Estoppel Certificates**.

(a) At any time, and from time to time, each party shall, promptly and in no event later than ten (10) days after a request from the other party, execute, acknowledge and deliver to the other party, a certificate in the form reasonably satisfactory to the requesting party, certifying: (i) that Tenant has accepted the Premises; (ii) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Lease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Term, including the terms of any extension options of Tenant; (iv) the date to which the rents have been paid under this Lease and the amount thereof then payable; (v) whether there are then any existing defaults by the other party in the performance of its obligations under this Lease, and, if there are any such defaults, specifying the nature and extent thereof, (vi) that no notice has been received by the certifying party of any default under this Lease that has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of said party; (viii) that Landlord has no actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Premises; and (ix) any other information reasonably requested by the requesting party.

(b) If Tenant shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Landlord, Tenant irrevocably constitutes and appoints Landlord as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Landlord's execution and delivery of such certificate on behalf of Tenant shall not cure any Default arising by reason of Tenant's failure to execute and deliver such certificate.

20. **Notices and Rent Payment**. Except for legal process that may also be served in any other manner permitted by the applicable rules of procedure (other than by tacking), all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been "received" by the receiving party when hand delivered and/or, if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused, and shall be addressed as follows:

To Landlord: Wendy's Properties, LLC
c/o The Wendy's Company
4288 W. Dublin-Granville Road
Dublin, OH 43017
Attn: Portfolio Management (Site #_____)
Phone: (614) 764-3100
Fax: (614) 764-3243

EXHIBIT P

To Tenant: _____
_____
_____
Attn: _____
Phone: _____
Fax: _____

or such other addresses as either party hereafter designates to the other in writing as aforesaid. Any Rent and any other amounts due to Landlord hereunder and not paid electronically by pre-authorized transfer shall be remitted to the following address:

Wendy's Properties, LLC
4288 W. Dublin-Granville Road
Dublin, OH 43017
Attn: Portfolio Management (Site #_____)

or such other address as Landlord hereafter designates in writing.

21. **Joint and Several Obligation**. In the event Tenant under this Lease consists of more than one entity and/or individual, its and their liability under this Lease is agreed to be joint and several.

22. **Tenant's Compliance with Environmental Laws**. Tenant shall comply or use its best efforts to secure compliance with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Tenant or any other person or entity. If Tenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Tenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold harmless Landlord and Landlord's employees, officers, directors and agents from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) that arise during or after the Term as a result of such contamination. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Tenant results in any contamination of the Premises, or any portion thereof, Tenant shall promptly take all actions, at no cost or expense to Landlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Landlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Toxic Substances Control Act, as amended, or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

EXHIBIT P

23. **Surrender of Premises**. Tenant will deliver up and surrender possession of the entire Premises, including, without limitation, the Restaurant and all other improvements located on the Premises, to Landlord upon the expiration of the Term or the termination of this Lease for any reason, in their original condition, reasonable wear and tear excepted. Tenant shall also comply at its sole cost and expense with all terms and conditions of the Franchise Agreement to be complied with on surrender of the Premises.

24. **Brokers.** Landlord and Tenant each represents and warrants to the other that, except for _____, whose commission shall be paid by Landlord or its affiliate pursuant to a separate agreement, no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from and against any and all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Lease or otherwise resulting from breach by the indemnifying party of the representations in this Section.

25. **Guaranty**. Simultaneously with the execution of this Lease and as an express condition of the effectiveness hereof, Guarantor shall guarantee the obligations of Tenant hereunder, including the payment of Rent and the performance of all covenants and agreements of Tenant hereunder, pursuant to the Guaranty. Within fifteen (15) days of Landlord's request, Tenant shall cause *each* Guarantor to provide an audited balance sheet of *each* Guarantor as of the most current year-end prepared in accordance with generally accepted accounting principles consistently applied. *[The obligations of the Guarantor hereunder shall be joint and several.]*

26. **Right to Inspect and Show Premises**. Tenant agrees that Landlord or Landlord's representative(s) shall have the right at all reasonable times to enter upon and to inspect the Premises to ascertain that Tenant is carrying out the terms, conditions and provisions of this Lease, including but not limited to Tenant's compliance with all laws and ordinances. In the event that Landlord identifies any deficiencies in maintenance or lack of compliance with laws, Tenant covenants and agrees that it shall take immediate steps to rectify and cure any such issues within the earlier of thirty (30) days or such timeframe as required under any governmental notice or order. Landlord shall have the right to show the Premises to prospective purchasers at any time during the Term or to prospective tenants during the last six (6) months of the Term.

27. **Costs and Legal Fees.** If either party brings or commences any legal action or proceeding to enforce any of the terms of this Lease (or for damages by reason of an alleged breach of this Lease), the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable attorneys' fees and costs of suit.

28. **Miscellaneous.**

(a) This Lease shall be governed by the laws of the jurisdiction in which the Premises are located. This Lease supersedes all prior discussions and agreements between the parties and incorporates their entire agreement with respect to the matters set forth herein, and shall not be modified, changed or altered in any respect, except by written instrument executed by duly authorized officers of each of the parties hereto.

(b) The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to this Lease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

EXHIBIT P

(c) Time is of the essence with respect to the provisions of this Lease. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, expires on a day that is not a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day. For purposes of the foregoing, "**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of Ohio or the jurisdiction where the Premises are located are required or authorized by law to remain closed.

(d) Any transfer tax or other tax payable to any governmental taxing authority, including the county in which the Premises lies, by reason of the execution of this Lease and/or recordation of a memorandum thereof shall be paid by Tenant.

(e) This Lease shall be treated in all respects as an estate for years and not a usufruct. Express provision in this Lease for any rights or duties that are imposed by law or statute with respect to estates for years shall in no way be deemed or construed as an indication or implication that any relationship other than lessor and lessee has been created.

(f) The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors, heirs, legal representatives and assigns; subject, however, in the case of Tenant, to Section 12 with respect to the rights of Tenant to further assign this Lease or sublet the Premises.

(g) No failure or delay by Landlord or Tenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Landlord or Tenant or any right either party has herein to demand strict compliance with the terms hereof by the other. This Lease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Landlord and Tenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the Premises shall have legal effect so as to modify or amend or change the conditions hereof.

(h) Upon request of either party, the parties shall execute a recordable short form or memorandum of lease in a form reasonably acceptable to Landlord and Tenant setting forth the matters described therein, and such other non-monetary terms or provisions as may be reasonably required by either party hereto. The cost of any such recording shall be borne by Tenant.

(i) If any clause or provision of this Lease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Term, the intention of the parties hereto is that the remaining parts of this Lease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

(j) This Lease may be executed in counterparts by the parties hereto and all such counterparts when taken together shall be deemed to be one original.

(k) Tenant hereby acknowledges and agrees that neither Tenant nor any lender providing funds to Tenant shall record a financing statement, leasehold mortgage or any other document against the Premises without Landlord's express written consent.

[COUNTERPART SIGNATURE PAGES FOLLOW]

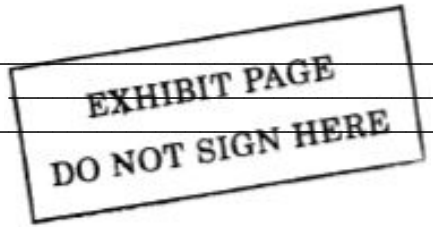
EXHIBIT P

IN WITNESS WHEREOF, this Lease has been duly executed by the parties hereto as of the day and year first above written.

LANDLORD:

WENDY'S PROPERTIES, LLC

By: _____
Name: _____
Title: _____



By: _____
Name: _____
Title: _____

Legal Approved: _____

Portfolio Management Approved: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ and _____, of **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company, on behalf of the limited liability company.

(SEAL) _____ Notary Public

My Commission Expires:
_____

(Signatures Continue Next Page)

EXHIBIT P

TENANT:

_____

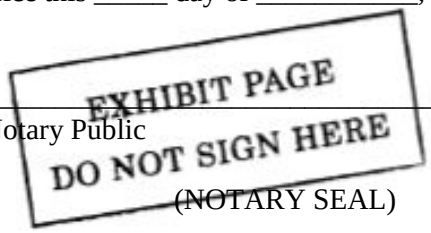
By: _____
Name: _____
Title: _____

_____

STATE OF
COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, _____ and _____, the _____and _____with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this _____ day of _____, 202_.



_____
Notary Public

My Commission Expires:

_____

(NOTARY SEAL)

(Signatures Continue Next Page)

EXHIBIT P

EXHIBIT A

Premises

EXHIBIT P

EXHIBIT B

LEASE GUARANTY

As of this _____ day of _____, 202_, the undersigned guarantor, **_____**, a _____ (hereinafter referred to as "**Guarantor**"), having an address of _____, for and in consideration of mutual promises, the leasing of the Real Property (as defined below) to **_____, a _____**, as "Tenant" (the "**Tenant**"), and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby covenants and agrees to guarantee the payment and performance by Tenant of all the terms, covenants, conditions and agreements (collectively, the "**Obligations**") contained in that certain Lease dated as of even date herewith (hereinafter referred to as the "**Lease**"), by and between Tenant herein named and _____, a _____, as "Landlord" (the "**Landlord**"), for that certain property located at _____ (the "**Real Property**"). Guarantor hereby represents and warrants that the Lease to Tenant herein named will be to the interest and advantage of Guarantor and acknowledges and agrees that this Lease Guaranty is a substantial inducement to Landlord to enter the Lease. Guarantor further agrees to pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by Landlord in endeavoring to collect or enforce the terms of this Lease Guaranty and/or Obligations of Tenant under the Lease.

Guarantor further agrees that this Lease Guaranty and Guarantor's liability hereunder shall not be impaired or affected by any modification, supplement, extension or amendment of the Lease to which the parties, including without limitation Tenant named herein, may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed, nor by any other agreements or arrangements whatever with Tenant. The liability of Guarantor hereunder is direct and unconditional and may be enforced without requiring Landlord to first resort to any other right, remedy or security. No Guarantor shall have any right of subrogation, reimbursement or indemnity whatsoever unless and until all the Obligations have been paid in full. This Lease Guaranty is a continuing guaranty that shall remain in full force and effect during the term of the Lease unless Landlord and Tenant mutually agree in writing to terminate this Lease Guarantee, whereupon this Lease Guaranty will have no further force or effect; provided, however, that if the term of the Lease is terminated due to the uncured breach or default by Tenant, then Guarantor's liability hereunder shall continue with respect to the unfulfilled Obligations of Tenant. Neither the discharge of Tenant or of any other person or party from the Obligations in bankruptcy or in any similar proceeding or other event shall discharge or satisfy the liability of Guarantor hereunder except the full performance of all the Obligations.

Guarantor also agrees to indemnify Landlord and hold Landlord harmless against all obligations, demands and liabilities, by whomever asserted, and against all losses in any way suffered incurred or paid by Landlord as a result or in any way arising directly out of, or from, an uncured breach by Tenant of any of the Obligations, and to pay all costs and expenses, including reasonable attorneys' fees actually incurred, of any proceeding by Landlord to enforce this Lease Guaranty.

Guarantor also expressly waives the following (except as expressly provided for or reserved herein): notice of acceptance hereof; the right to a jury trial in any action hereunder; presentment and protest of any instrument and notice thereof; and all other notices to which any Guarantor might otherwise be entitled.

Guarantor agrees that upon Landlord's request, said Guarantor shall provide the most current financial statements of said Guarantor prepared in accordance with generally accepted accounting principles consistently applied and certified by a certified public accountant to be true and correct.

EXHIBIT P

This Lease Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties shall be binding upon and inure to the benefit of Guarantor, Tenant and Landlord, and their respective successors and assigns. This Lease Guaranty may not be changed or modified, except by a written instrument signed by each Guarantor, Tenant and Landlord. Notices under or pursuant to this Lease Guaranty and/or the Lease shall be given either by United States Postal Service certified mail return receipt requested, or by receipted same-day or overnight private courier service (e.g., Federal Express or similar carrier), to a party at their address specified in the Lease or to their last address specified by at least ten (10) days' notice to the other party. Notices shall be deemed effective on the date of delivery, as evidenced by return receipt, or the date of refusal to accept delivery or inability to deliver, as evidenced by return receipt or by records or the courier service. The obligations of Guarantor hereunder shall be joint and several.

THE UNDERSIGNED (AND EACH OF THEM, IF MORE THAN ONE) HEREBY (A) ACKNOWLEDGES AND AGREES WITH THE CROSS-DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 19 OF THE LEASE AGREEMENT AND ALL OTHER TERMS AND CONDITIONS OF THE LEASE AGREEMENT RELATING TO THE FRANCHISE AGREEMENT AND THE RELATED AGREEMENTS (AS SUCH TERMS ARE DEFINED IN THE LEASE AGREEMENT) AND (B) ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF THE UNDERSIGNED SHALL NOT BE AFFECTED BY ANY MODIFICATION, SUPPLEMENT, EXTENSION OR AMENDMENT OF THE LEASE AGREEMENT TO WHICH THE PARTIES, INCLUDING WITHOUT LIMITATION, TENANT, MAY HEREAFTER AGREE, NOR BY ANY MODIFICATION, RELEASE OR OTHER ALTERATION OF ANY OTHER AGREEMENTS OR ARRANGEMENTS WHATEVER WITH TENANT, REGARDLESS OF WHETHER THE UNDERSIGNED CONSENTS THERETO OR HAS NOTICE THEREOF.

Delivery of an executed copy of this Lease Guaranty by facsimile or electronic transmission shall constitute a valid and binding execution and delivery of this Lease Guaranty, and such copy shall constitute an enforceable original document.

IN WITNESS WHEREOF the undersigned have executed this Lease Guaranty as of _____ , 202_.

[GUARANTOR]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

EXHIBIT PAGE
DO NOT SIGN HERE

EXHIBIT P

Street Address
City, State
Wendy's Site #_____

SUBLEASE AGREEMENT

This **SUBLEASE AGREEMENT** (this "**Sublease**") is made and entered into as of _____, 202__ (the "**Effective Date**"), by and between _____**,** a Delaware limited liability company ("**Sublandlord**"), and _____**,** a _____ ("**Subtenant**").

RECITALS

A. _____, a _____ ("**Prime Landlord**"), as landlord, and Sublandlord, as tenant, are parties to that certain _____, dated _____, as amended by _____, dated _____, as assigned by _____, dated _____ (collectively, the "**Prime Lease,**" a full and complete copy of which has been provided to Subtenant as of the date of this Sublease, and which is incorporated herein by reference), whereby Sublandlord leases from Prime Landlord the real property located at _____, being more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Real Property**").

B. The Real Property is improved with a "Wendy's" / "Wendy's Old Fashioned Hamburgers" restaurant building and related improvements (the "**Restaurant**"). The Real Property and improvements, including the Restaurant, are all referred to in this Sublease collectively as the "**Premises**".

C. Simultaneously herewith, and pursuant to that certain Asset Purchase Agreement (the "**Purchase Agreement**"), dated as of _____, 202__, by and among Sublandlord, Subtenant and _____ ("**Guarantor**"), Subtenant has purchased certain furniture, fixtures and equipment located at the Restaurant as of the Effective Date that are used in the operation of the Restaurant (collectively, the "**Equipment**").

D. Subtenant, as franchisee, Guarantor, as guarantor, and Sublandlord's affiliate, Quality Is Our Recipe, LLC ("**Franchisor**"), as franchisor, have entered or will enter into that certain Unit Franchise Agreement for the operation of the Restaurant, including, without limitation, all addenda, supplements, letters of agreement and letters of understanding with respect thereto (collectively, the "**Franchise Agreement**").

E. Sublandlord desires to lease the Premises to Subtenant and Subtenant desires to lease the Premises from Sublandlord on the terms and conditions set forth in this Sublease.

F. As a material inducement to Sublandlord to enter into this Sublease, each Guarantor has simultaneously executed and delivered to Sublandlord a Guaranty of Sublease Agreements in the form attached hereto as **Exhibit B** (the "**Guaranty**").

NOW, THEREFORE, in consideration of the agreements, covenants, representations and undertakings contained herein, Sublandlord and Subtenant hereby agree as follows:

1. Incorporation of Recitals. The Recitals portion of this Sublease set forth above is hereby incorporated by this reference as fully as though it were here set forth and rewritten.

2. Sublease of the Premises. For the terms, at the rent and upon the provisions and conditions contained in this Sublease, Sublandlord does hereby lease, demise and let to Subtenant the Premises, and Subtenant hereby leases and rents the Premises from Sublandlord. SUBTENANT ACCEPTS THE PREMISES IN AN "AS IS" AND "WHERE IS" CONDITION, SUBJECT TO THE RIGHTS OF

PARTIES IN POSSESSION, TO THE EXISTING STATE OF TITLE, ANY STATE OF FACTS THAT AN ACCURATE SURVEY OR PHYSICAL INSPECTION MIGHT REVEAL, AND ALL APPLICABLE REGULATIONS NOW OR HEREAFTER IN EFFECT, AND IN RELIANCE ON ITS OWN INVESTIGATIONS, AND SUBLANDLORD MAKES NO EXPRESS OR IMPLIED STATEMENTS, REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF THE PREMISES AND HEREBY DISCLAIMS THE SAME.

3. Term.

(a) Original Term. The initial term of this Sublease shall commence on the Effective Date and expire on the earliest of (a) _____, (b) the date on which the Franchise Agreement expires or terminates for any reason whatsoever, (c) the date on which the Prime Lease is sooner terminated for any reason whatsoever or (d) the date on which this Sublease is terminated by Sublandlord and/or Subtenant in accordance with and pursuant to the terms hereof (the "**Sublease Term**", which shall include any extension or renewal options if granted and exercised as provided herein).

(b) Subtenant's Options to Extend the Term. Provided that Sublandlord is entitled to extend the Prime Lease for a like period, Sublandlord hereby grants to Subtenant the right and option to extend the Sublease Term for one (1) additional successive period of _____ (____) years (the "**Extension Term**"). The Extension Term shall begin upon the expiration of the initial term of this Sublease, and all terms, covenants and provisions of this Sublease shall apply to the Extension Term except that Subtenant shall not have any further option to again extend the Sublease Term following the exercise of the above-stated option for the Extension Term. To exercise the Extension Term, Subtenant shall give Sublandlord prior written notice of the irrevocable exercise of the Extension Term not less than two hundred seventy (270) days prior to the expiration of the initial term of this Sublease ***[NOTE: Notice should be due at least 90 days prior to the date required under the Prime Lease]***; provided, however, and in all events, that Subtenant shall not be entitled to exercise its option to extend the Sublease Term if, at the time of the exercise of such option or at the time the Extension Term is to begin: (i) Subtenant or Guarantor is in default under this Sublease, the Franchise Agreement, or any other agreements, leases, subleases, guarantees, notes or other obligations between or among Subtenant or Guarantor, on the one hand, and Sublandlord, or Franchisor or any of their subsidiaries or affiliates, on the other hand (the "**Related Agreements**"); or (ii) the Franchise Agreement has expired or terminated for any reason or does not cover, or has not been renewed in accordance with its terms to cover, the entire Extension Term. It is the express intent and agreement of Sublandlord and Subtenant that the Sublease Term is to run concurrently with the term of the Franchise Agreement and, in the event the Franchise Agreement expires or terminates for any reason, at Sublandlord's option and upon written notice to Subtenant, this Sublease shall simultaneously terminate.

ALTERNATE (b): No Right to Extend. Notwithstanding any contrary provision in the Prime Lease, including any extension options granted to Sublandlord as tenant thereunder, Subtenant shall have no option or right to extend the Sublease Term or any term of the Prime Lease.

(c) Holding Over. In the event that Subtenant remains in possession of the Premises or any part thereof after the expiration or termination of this Sublease, Subtenant shall be deemed to be occupying the Premises as a tenant from month to month at a rental equal to the greater of (i) one and one-half (1½) times the monthly rental provided for in this Sublease for the last year of the Sublease Term, or (ii) the amount of all rent and other sums due pursuant to the Prime Lease in the event of such holdover. Such month to month tenancy may be terminated at any time by either Sublandlord or Subtenant by written notice to the other with the termination date set out in such notice and to be at least thirty (30) days after delivery of the notice. If Subtenant remains in possession of the Premises or any part thereof after the expiration of the Sublease Term or termination of this Sublease, Subtenant agrees to

indemnify, defend and hold harmless Sublandlord and Prime Landlord from and against any claims, damages, costs (including reasonable attorneys' fees and court costs) or other liabilities incurred by Sublandlord and/or Prime Landlord as a result of such holdover, including any fees or penalties assessed pursuant to the Prime Lease, and including claims made by any party who claims a possessory interest in the Premises effective upon the expiration or termination of this Sublease.

(d) Lease Year. The term "**Lease Year,**" as used herein, shall have the meaning set forth in the Prime Lease, or if not defined therein shall mean each January 1 through December 31.

4. Fixed Annual Rent [and Percentage Rent]. In consideration of the lease of the Premises by and from Sublandlord to Subtenant, beginning on the Effective Date and during the Sublease Term, Subtenant shall pay to Sublandlord, without any prior demand therefor and without any deduction or setoff whatsoever, rental for the Premises as follows:

(a) Fixed Annual Rent. Fixed minimum annual rent ("**Fixed Annual Rent**") in the amount set forth in the table below, payable monthly in advance in equal consecutive monthly installments of one-twelfth (1/12) of said Fixed Annual Rent. Each such monthly installment shall be due and payable in advance on the first (1st) day of each calendar month during the Sublease Term. If the Effective Date does not fall on the first day of a calendar month then the first payment shall be due and payable on the Effective Date and shall be for only the portion of the first month attributable to the Sublease Term prorated on a daily basis.

Period	Fixed Annual Rent	Monthly Payment	Percentage Rent Breakpoint

(b) Percentage Rent. In addition to the payment of Fixed Annual Rent provided above, and separate and in addition to the Royalties and fees due under the Franchise Agreement, Subenant shall pay to Sublandlord a sum equivalent to ____ percent (___%) of the Restaurant's annual Gross Sales ("**Percentage Rent**"). Such Percentage Rent shall be in addition to any separate charges for "percentage rent" which may be due and payable under any Prime Lease which, if applicable, shall be paid to Sublandlord in addition to the Percentage Rent (the Percentage Rent and any percentage rent due under the Prime Lease are collectively referred to as being the "**Percentage Rent**"). Following the Rent Commencement Date, on the fifteenth (15th) day of each calendar month, the Subtenant shall pay to the Sublandlord the Percentage Rent for the preceding calendar month. For any partial Lease Year, the Percentage Rent shall be prorated accordingly.

(c) Reporting of Gross Sales and Record Keeping. Subtenant shall keep books of account in accordance with good accounting practice that accurately show the Gross Sales of the Restaurant and shall, at its expense, deliver to Sublandlord, within sixty (60) days after the end of each Lease Year, accurate reports of Gross Sales from the year's operations certified by an independent certified public accountant selected by Subtenant and acceptable to Sublandlord. Subtenant shall, with the submission of such annual report of Gross Sales to Sublandlord, pay Sublandlord all Percentage Rent then due. Subtenant shall permit authorized personnel of Sublandlord to inspect and examine its books and records at any reasonable time. In addition, Subtenant shall permit certified public accountants designated by

Sublandlord to audit Subtenant's books of account at any reasonable time. If such audit discloses that the reported Gross Sales of Subtenant have been understated, Subtenant shall immediately pay to Sublandlord the amount overdue, unreported or understated, together with interest at the annual rate of twelve percent (12%) calculated from the date such payment was due. In addition, if such audit discloses that the reported Gross Sales of Subtenant have been understated to the extent of two percent (2%) or more, Subtenant shall reimburse Sublandlord for any and all expenses connected with the audit. The foregoing remedies shall be in addition to any other remedies Sublandlord may have under this Sublease or the Franchise Agreement. Subtenant, at its expense, shall have financial statements covering the results of operations of the Restaurant prepared and certified by an independent certified public accountant selected by Subtenant and, if requested by Sublandlord in writing, shall deliver such financial statements to Sublandlord.

(d) Definition of Gross Sales. As used in this Sublease, the term "Gross Sales" means the amount received by Subtenant from the sale of products or performance of services made on or from the Leased Premises (including any electronic or mobile orders or delivery orders fulfilled from the Leased Premises), but excluding (i) non-edible promotional items, (ii) sale of gift certificates, redemption of coupons, and refunds or returns, (iii) sales tax or any similar taxes which are by law required to be completed separately and paid by the customer, (iv) discounted sales to employees, and the proceeds from the sale of any Personalty erected or installed on the Leased Premises by Subtenant, (v) all sums and credits received in settlement of claims for loss or damage to merchandise, (vi) any sales of product to schools or other similar institutions where the sales price thereof does not exceed the cost to Subtenant of said product; and (vii) any delivery fees or service fees collected from the customer and/or paid by the customer or Subtenant to third-party service providers (e.g. DoorDash, UberEats) associated with a particular sale transaction.

(e) Financial Statements. In addition to the sales reports and other financial information to be provided by Subtenant to Sublandlord pursuant to this Section 4, Subtenant hereby agrees that to the extent any other financial statements, profit/loss statements, sales reports or other similar financial information is required to be provided by the tenant under the Prime Lease, Subtenant shall provide the same to Sublandlord not less than ten (10) days prior to the date the same are due under the Prime Lease. Notwithstanding any such requirements in any Prime Lease, Subtenant shall also provide to Sublandlord, within fifteen (15) days of request, the most current quarterly and/or fiscal year-end audited financial statements of Subtenant prepared in accordance with generally accepted accounting principles consistently applied (including an annual balance sheet, a profit/loss statement, and a statement of cash flow and footnotes).

(f) Sales Tax. Subtenant shall pay all sales or similar tax, if any, due with regard to the Rent (as defined below) pursuant to the laws of the jurisdiction in which the Premises are located.

(g) Late Charge. In addition to any other rights and remedies of Sublandlord hereunder, in the event that any other Rent (as defined below) payment under this Sublease when due, Subtenant shall pay to Sublandlord a monthly interest charge equal to one and one-half percent (1.5%) per month, calculated from the day such payment of Rent or other charge was due until such payment is made.

(h) Automatic Rent Drafting. All Rent due hereunder shall be paid by electronic fund transfer (EFT) or by such other method or procedure for payment as designated from time to time by Sublandlord. These methods include, but are not limited to, pre-authorized wire transfers, electronic transfers via automated clearing houses or similar commonly accepted methods of funds transfer. Upon Sublandlord's request, Subtenant shall deliver to Sublandlord all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

5. Additional Rent.

(a) From and after the Effective Date, Subtenant agrees to pay, at Subtenant's sole expense and for its own account, the following (collectively, "**Additional Rent**"): (i) a "Lease Administration Fee" in the amount of $6,000.00 per annum (payable in equal monthly installments) subject to periodic increases as may be determined from time-to-time by Landlord (not to exceed 5% year over year); (ii) any and all taxes and assessments whatsoever, whether municipal, state, federal or otherwise, levied, imposed, assessed or charged against the Premises or upon Sublandlord in connection therewith or from time to time levied, imposed, assessed or charged in the future in lieu thereof or in substitution thereof or in addition to or for which Sublandlord is liable in connection with the Premises or the Prime Lease; (iii) any and all utility charges and rates, including, without limitation, all charges for sewer usage or rental, refuse removal, gas, water, heat, electricity and/or telephone and similar taxes, rates, charges and assessments attributable to the Premises; (iv) any business taxes or license fees and similar taxes that may be charged, levied or assessed in connection with this Sublease, the Premises or Subtenant's leasehold interest therein; (v) any common area operating costs and charges or insurance charges due pursuant to the Prime Lease or any declaration, restriction or other agreement affecting the Premises that has been recorded in the applicable public records; and (vi) all other charges and expenses related to Subtenant's use and operation of the Premises or that are the responsibility of Subtenant pursuant to this Sublease or Sublandlord as the tenant under the Prime Lease.

(b) With respect to any Additional Rent, Sublandlord shall have the right to (i) provide a copy of such invoice to Subtenant promptly following Sublandlord's receipt of same, following which Subtenant shall pay such amount directly to the billing authority as and when the same is due, or (ii) remit such amounts directly to the billing authority for and on behalf of Subtenant and to provide written request to Subtenant for reimbursement of such amounts, which reimbursement Subtenant shall pay to Sublandlord within fifteen (15) days of receipt of such request. With respect to property taxes, Subtenant shall pay in advance, with each monthly installment of Rent, an amount equal to $1/12^{th}$ of the annual property tax amount applicable to the Premises for the prior tax year as an estimate of the property tax due for such current year, and within ninety (90) days following Sublandlord's payment of the actual tax bill for such current year, Sublandlord shall either remit any overage amount previously paid by Subtenant (or at Sublandlord's option shall credit such amount against Rent to be paid by Subtenant subsequent to such date) or provide a written account of any shortfall in the amounts previously paid by Subtenant, which shortfall shall be paid by Subtenant within fifteen (15) days of receipt of such request.

(c) Subtenant shall contract for, in its own name, and pay when due all charges for the connection and use of water, gas, electricity, telephone, refuse removal, sewer use and other utility services supplied to and necessary for the operation of the Premises during the Sublease Term. Under no circumstance shall Sublandlord be responsible for any interruption of any utility service.

(d) If Subtenant fails to pay when due any Additional Rent required to be paid by Subtenant pursuant to this Sublease, Sublandlord shall have the right to pay the same at the expense of Subtenant after fifteen (15) days' prior written notice to Subtenant thereof, and Subtenant covenants to reimburse to Sublandlord, as Additional Rent, any amounts so paid by Sublandlord within fifteen (15) days after expiration of such notice period.

(e) Subtenant may, at its own expense, contest or cause to be contested (in the case of any item involving more than $1,000.00, after prior written notice to Sublandlord), by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity or application, in whole or in part, of any item specified in this Section or lien therefor, provided that (i) such proceeding shall suspend the collection thereof from the applicable Premises or any interest therein, (ii) neither such Premises nor any interest therein would be in any danger of being sold, forfeited or lost by reason of such proceedings, (iii) no Default (as defined below) has occurred, and (iv) Subtenant shall have deposited

with Sublandlord adequate reserves for the payment of the taxes, together with all interest and penalties thereon, unless paid in full under protest, or Subtenant shall have furnished the security as may be required in the proceeding or as may be required by Sublandlord to ensure payment of any contested taxes. Should Subtenant institute any such proceedings, Sublandlord will reasonably cooperate with Subtenant in connection therewith.

(f) Fixed Annual Rent, Percentage Rent and Additional Rent shall be collectively referred to in this Sublease as "**Rent**".

6. Net Lease. The Fixed Annual Rent payable hereunder shall be net to Sublandlord so that this Sublease shall yield to Sublandlord the rentals specified during the Sublease Term, and, in addition thereto, as Additional Rent, all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid and performed by Subtenant subject to the provisions of this Sublease.

7. Use, Signs, Maintenance and Alterations.

(a) Use of the Premises. During the Sublease Term, Subtenant shall continuously operate on the Premises a "Wendy's" / "Wendy's Old Fashioned Hamburgers" restaurant in accordance with the Franchise Agreement and shall use the Premises solely for that purpose. Subtenant specifically covenants with Sublandlord to fully comply with all terms and conditions of the Franchise Agreement on its part to be performed and observed and to maintain the Franchise Agreement in full force and effect during the Sublease Term. In no event shall Subtenant's use of the Premises violate any law, rule or ordinance, any provision in the Prime Lease or any restriction or other encumbrance that is of record and applicable to the Premises.

(b) Compliance with Laws. Subtenant's use and occupation of each of the Premises, and the condition thereof (including the condition of any and all alterations, replacements, additions or construction activity undertaken by the Subtenant including but not limited to the installation of a sign or signs as heretofore permitted in this Section 7), shall, at Subtenant's sole cost and expense, comply fully with all existing restrictions and with all building codes, zoning ordinances and other laws, rules and regulations of any governmental authority applicable to the Premises (including, but not limited to, health, safety, accessibilities and/or disabilities) and all restrictions, covenants and encumbrances of record with respect to each of the Premises. Subtenant shall bear sole responsibility to obtain applicable governmental and other required approvals of work undertaken by it. Subtenant will not permit any act or condition to exist on or about any of the Premises which will increase any insurance rate thereon, except when such acts are required in the normal course of its business, and Subtenant shall pay for such increase. In addition to the other requirements of this Section, Subtenant shall, at all times throughout the Sublease Term, comply with the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder (collectively, the "ADA"), in connection with the Premises and any maintenance, repairs and replacements of the Premises undertaken by Subtenant as required by this Sublease, and all restrictions, covenants and encumbrances or reciprocal obligations of record with respect to the Premises.

(c) Maintenance. Subtenant shall not commit actual or constructive waste upon any part of the Premises. Subtenant, at its own expense, will maintain all parts of the Premises, including, but not limited to, the Restaurant and any other improvements now or hereafter existing therein or thereon, in good repair and sound condition and at all times in accordance with the condition required and/or prescribed by the Franchise Agreement and the Prime Lease. Subtenant's obligation to maintain and repair includes specifically, but is not to be limited to, the maintenance and repair and/or replacement of the following: the foundations, roof, floor and structural portions of the walls of the Restaurant; parking

lot; curbs; driveways; sidewalks; gutters; fixtures, facilities and equipment located on the Premises; heating, air-conditioning, electrical and plumbing systems; exterior and interior doors; windows and glass; signs and other equipment installed and used by Subtenant; and any easements appurtenant to the Premises in accordance with the terms of such easements. Subtenant will take all action and will make all structural and non-structural, foreseen and unforeseen and ordinary and extraordinary changes and repairs that may be required to keep all parts of each of the Premises in good repair and sound condition. The provisions of this Section 7(c) shall not apply in the case of damage or destruction by fire or other casualty or in the case of eminent domain or condemnation, in which events the obligations of the Subtenant shall be controlled by either Section 10 or 11 hereof, as the case may be. Subtenant waives any right to (i) require Sublandlord to maintain, repair or rebuild all or any part of any of the Premises or (ii) make repairs at the expense of Sublandlord, pursuant to any rule, law or regulations at any time in effect with respect to the Premises. In carrying out its obligations as set forth above in this Section, Subtenant agrees to conform to all requirements of law, the regulations of applicable public authorities and the requirements of insurers. Further, Subtenant shall not take any action nor permit any action to be taken that would result in or cause the loss, termination or forfeiture of any easement right appurtenant to the Premises or that would result in the violation of any covenants, conditions or restrictions burdening the Premises.

(d) Alterations. All alterations of the Premises by Subtenant shall conform with the terms, conditions and requirements of Franchise Agreement. When required under the Franchise Agreement based upon the scope or nature of the proposed alterations, Subtenant shall provide prior written notice to Franchisor and (if applicable) obtain Franchisor's prior written consent and approval. Additionally, if required by the Prime Lease, Subtenant shall obtain the Prime Landlord's consent including but not limited to providing plans and specifications and review fees (if any) and Sublandlord agrees to facilitate any Prime Landlord's consents upon request by Subtenant (subject to Franchisor's first approval). Subtenant shall not alter the exterior, structural, plumbing or electrical elements of any of the Premises in any manner without the prior, written consent of Sublandlord, and, if required by the Prime Lease, Prime Landlord's consent; provided, however, Subtenant may undertake nonstructural alterations costing less than Two Thousand Five Hundred and No/100 Dollars ($2,500.00) without Sublandlord's consent as long as Prime Landlord's consent is not required under the Prime Lease for said nonstructural alterations. Prior to Subtenant commencing any work to the Premises that involves a cost in excess of Two Thousand Five Hundred and No/100 Dollars ($2,500.00), Subtenant shall submit the final plans and specifications for such proposed work to Sublandlord for Sublandlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which shall be deemed approved if Subtenant has received no approval or rejection from Sublandlord at the end of thirty (30) days after Sublandlord's receipt of the plans and specifications. If Sublandlord reasonably objects within such thirty (30) day period, Subtenant shall not commence the proposed work until the plans and specifications have been revised to satisfy Sublandlord's objection(s). If Sublandlord's consent is required hereunder and Sublandlord consents to the making of any such alterations, the same shall be made according to plans and specifications approved by Sublandlord and subject to such other conditions as Sublandlord shall reasonably require. Sublandlord's approval of any plans and specifications shall create no warranty, responsibility or liability whatsoever on the part of Sublandlord, including, but not limited to, their completeness, design sufficiency or compliance with any and all applicable federal, state and local laws, codes, ordinances, rules and/or requirements, including without limitation the ADA. All alterations shall be made by Subtenant at Subtenant's sole expense by licensed contractors and in accordance with all applicable laws, rules, laws and regulations. Subtenant shall perform such remodeling, repair, replacement and redecoration to the Restaurant as required by and in conformance with the Franchise Agreement, the Prime Lease and the other Related Agreements including, without limitation, any letters of understanding with respect thereto. Any work at any time commenced by Subtenant on any of the Premises shall be prosecuted diligently to completion, shall be of good workmanship and materials and

shall comply fully with all the terms of this Sublease. Upon completion of any alterations, Subtenant shall promptly provide to Sublandlord with the following: (i) evidence of full payment to all laborers and materialmen contributing to the alterations; (ii) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications; (iii) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy); and (iv) any other documents or information reasonably requested by Sublandlord. Any addition to or alteration of any of the Premises shall automatically be deemed a part of the Premises and belong to Sublandlord, and Subtenant shall execute and deliver to Sublandlord such instruments as Sublandlord may reasonably require to evidence the ownership by Sublandlord of such addition or alteration; provided, however, if Subtenant is not in default under this Sublease and all Rent and other sums due to Sublandlord have been paid and discharged in full, Subtenant shall have the right to remove upon expiration of the Sublease Term those non-permanently attached fixtures and personal property that have been paid for and are then owned by Subtenant, but Subtenant shall, at its own cost and expense, repair any damage caused by such removal. Subtenant acknowledges and agrees that, in the event that Subtenant renovates, remodels, rebuilds, reimages or otherwise performs alterations to the exterior of the Premises (including, without limitation, a remodel performed pursuant to Section 8 hereof), Subtenant shall, within ten (10) days of receipt of an invoice therefor, reimburse Sublandlord for Sublandlord's reasonable costs incurred in obtaining an updated title search for the Premises and any third party or landlord consents required in connection with Subtenant's work.

(e) Liens. Subtenant is not authorized to subject the interest of Prime Landlord or Sublandlord in the Premises to any easement, restriction, lien, charge or encumbrance of any kind or nature without the prior written approval of Sublandlord and Prime Landlord. Subtenant shall permit no liens arising due to work performed by or under Subtenant's authority to encumber the Premises, shall remove any such liens by payment or bond within fifteen (15) days after receipt of written notice thereof, and hereby agrees to hold Sublandlord and Prime Landlord harmless from and against any claims, demands or costs incurred by the indemnified parties related to any such liens. The foregoing hold harmless expressly includes Subtenant's agreement to promptly reimburse Sublandlord and/or Prime Landlord for any costs and expenses (including attorneys' fees and court costs) incurred in connection with the analysis, defense or payment made by the indemnified parties on account of any such lien or allegation thereof.

(f) Continuous Operation. Subtenant shall continuously occupy and operate the Premises during the Sublease Term, and it shall be deemed a Default of Subtenant hereunder to cease operation or occupancy of the Premises for more than five (5) consecutive days or for more than fifteen (15) days in any calendar year (or any shorter period if the same shall constitute a default under the Prime Lease), unless and except such closure is due to remodeling as approved in accordance with this Sublease, or any repair or restoration related to any condemnation or casualty event.

(g) Signs. If permitted by the Prime Lease, the Franchise Agreement and all other covenants and restrictions affecting the Premises, Subtenant shall have the right to install on the Premises, at its own expense, signs conforming to law and regulations, suitable for its purposes in the operation of the Restaurant, which signs shall remain the property of Subtenant unless such signs must be surrendered to Franchisor upon termination of the Franchise Agreement. Subtenant shall be responsible for proper maintenance and upkeep of such signs and for any damage to the Premises occasioned thereby, or by the removal thereof.

(h) Indemnity. Subtenant agrees that it will defend, indemnify and hold harmless Sublandlord, Prime Landlord and their respective employees, officers, directors and agents from and against any and all claims, suits, actions, proceedings, obligations, damages, losses, costs or expenses (including attorneys' fees and court costs) caused by, incurred or resulting from Subtenant's failure to

comply with its obligations under this Section. The obligations of Subtenant and the rights and remedies of Sublandlord under this Section shall survive the termination, expiration and/or release of this Sublease.

8. Remodeling of the Restaurant.

(a) Subtenant, as franchisee under the Franchise Agreement, has certain obligations to repair, upgrade, refurbish, remodel, scrape and rebuild, and/or perform certain image enhancements to the Restaurant under the Franchise Agreement (collectively the "**Remodeling Obligations**"). If Subtenant breaches any of its covenants or agreements under the Franchise Agreement relating to the Remodeling Obligations and/or does not perform all of its Remodeling Obligations under the Franchise Agreement, a "**Remodel Default**" shall be deemed to have occurred. Upon a Remodel Default, in addition to the rights of Sublandlord under Section 17(b) and Franchisor's rights under the Franchise Agreement, Sublandlord may, upon written notice to Subtenant, increase the Fixed Annual Rent due under Section 4(a) by twenty percent (20%) for the remaining portion of the then-current period and for each subsequent period during the Sublease Term (the "**Liquidated Damages**").

(b) It is acknowledged that a Remodel Default will cause Sublandlord to incur substantial economic damages and losses of types and in amounts that are impossible to compute and ascertain with certainty as a basis for recovery by Sublandlord of actual damages. Therefore, Sublandlord and Subtenant agree that upon a Remodel Default, Sublandlord may impose the Liquidated Damages. Subtenant agrees that the Liquidated Damages represent a fair, reasonable and appropriate estimate of the damages and losses that would be sustained by Sublandlord. In lieu of actual damages for a Remodel Default, Subtenant agrees that the Liquidated Damages may be assessed and recovered by Sublandlord as against Subtenant, and without Sublandlord being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Subtenant shall be liable to Sublandlord for payment of the Liquidated Damages. Such Liquidated Damages are intended to represent estimated actual damages and are not intended as a penalty, and Subtenant shall pay them to Sublandlord without limiting Sublandlord's right to obtain substitute or additional relief as may be appropriate.

(c) Without limiting the generality of Section 29(j), if any court determines that the Liquidated Damages is excessive or is unreasonable or unenforceable under the laws of that jurisdiction, it is the intention of the parties hereto that the Liquidated Damages may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that jurisdiction.

9. Quiet Enjoyment. Sublandlord covenants and agrees that Subtenant, upon paying the Rent and all other charges herein provided for, and observing and keeping the covenants, agreements and conditions of this Sublease on its part to be kept, shall lawfully and quietly hold, occupy and enjoy the Premises during the Sublease Term, or any extension thereof, without hindrance or molestation from anyone claiming by, through or under Sublandlord.

10. Damage or Destruction to Premises.

(a) Subtenant's Obligation to Replace and Restore. In the event that the Premises are damaged or destroyed by fire or other casualty or Subtenant is evicted from the Premises by a public authority to preserve the public safety, this Sublease shall not terminate, nor shall the liability of Subtenant to pay Rent cease or be reduced, except as hereinafter expressly provided in this Section, but Subtenant shall restore, replace or rebuild the Premises at Subtenant's sole cost and expense with all reasonable speed to the same condition as existed prior to the happening of the fire, eviction or other casualty. In the event Subtenant is required to so restore, replace or rebuild as aforesaid, unless the Prime Lease provides otherwise. Subtenant shall be entitled to the proceeds of casualty insurance carried and maintained by Subtenant and payable by virtue of the event or events causing damage to the Premises,

and shall place such funds in a dedicated deposit account and use the same only towards the restoration or replacement of the Premises, with any excess funds released to Subtenant. In the event of any shortfall between the insurance proceeds and the actual cost to repair or reconstruct the Premises, Subtenant shall be solely responsible for all additional costs and expenses.

(b) Limited Right to Terminate. Notwithstanding the foregoing subsection (a), in the event the Premises should, within two (2) years prior to the end of the then current Sublease Term, be damaged by fire or other casualty to the extent of at least fifty percent (50%) of the replacement value thereof, and provided Sublandlord shall have the right to terminate the Prime Lease with respect to such casualty event, each of Sublandlord and Subtenant shall have the right to cancel and terminate this Sublease effective as of the date of such casualty by written notice to the other party given within thirty (30) days after the occurrence thereof (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to the Prime Landlord), in which case the proceeds of any insurance carried or required to be maintained by Subtenant shall be tendered to the Prime Landlord (if required under the Prime Lease), and if not, shall be payable solely to Sublandlord (except with respect to any coverage related to any personal property owned by Subtenant). Further, in the event of a cancellation or termination by Sublandlord, ninety percent (90%) of the total proceeds received from any business income insurance or rental interruption insurance maintained by Subtenant shall be paid to Subtenant, with the remaining ten percent (10%) of such proceeds to be payable to Sublandlord. Further, Subtenant, at its sole cost and expense, shall cause the damaged improvements related to the Restaurant to be demolished and removed and the Real Property delivered back to the Prime Landlord in a clean, orderly and compacted condition or such other partially improved or stabilized and secured condition as Prime Landlord may otherwise require given the circumstances.

(c) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section and those set forth in the Prime Lease with respect to damage or destruction to the Premises, the terms and conditions of the Prime Lease shall govern.

11. Condemnation. In the event that at any time during the Sublease Term the Premises or any part thereof shall be taken by eminent domain or condemnation by any public or quasi-public authority (or in the event a voluntary conveyance is made by Sublandlord to such public or quasi-public authority by reason of or by threat or imminence of the exercise of such power of eminent domain or condemnation by such authority), the following terms and conditions shall apply:

(a) Total Taking. In the event of a total taking, Subtenant's right of possession shall terminate as of the date of taking and Rent and other charges provided for in this Sublease shall be paid up to such date. The entire damage award of the condemnation proceedings to which Sublandlord, as Tenant under the Prime Lease, is entitled pursuant to the Prime Lease shall be paid to Sublandlord and Sublandlord shall, and hereby does, after deduction from said award of any and all attorneys' fees and costs associated with such proceedings, and after deduction for any outstanding fees, expenses, charges, rents or additional rents due under this Sublease or the Franchise Agreement or any amounts due and payable under any of the Related Agreements to either Sublandlord or Franchisor, assign to Subtenant the remainder of any such award.

(b) Partial Taking That Renders the Premises Substantially Unusable. In the event of a partial taking of the Premises that renders the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, and provided the Prime Lease can be terminated pursuant to its terms, then each of Sublandlord and Subtenant may, by written notice to the other within thirty (30) days after the taking by the condemning authority (but not less than five (5) business days prior to the date Sublandlord shall be required to deliver any such termination notice to

Prime Landlord), terminate this Sublease, and Rent and other charges provided for in this Sublease shall be paid up to such date, and any damage award shall be paid as otherwise set forth in subsection (a) above. If neither party elects to terminate this Sublease, there shall be no abatement or adjustment to the Rent due hereunder, and Sublandlord shall pay to Subtenant the damage award received by Sublandlord as compensation for such partial taking (after deduction from said award of any and all attorneys' fees and costs associated with such proceedings). Subtenant shall use such award together with all other funds of Subtenant necessary to restore the Premises at Subtenant's sole expense to usable condition and in accordance with the requirements of the Franchise Agreement.

(c) Partial Taking That Does Not Render the Premises Substantially Unusable. In the event of a partial taking of the Premises that does not render the Premises substantially unusable by Subtenant for the operation of the Restaurant in accordance with the Franchise Agreement, there shall be no abatement or adjustment of Rent hereunder and the entire damage award received for such partial taking shall belong solely to Sublandlord; provided, however, if any damage award includes in part an award related to lost profits or sales or similar consequential damages, such portion of the award shall be paid or otherwise made available to Subtenant.

(d) Taking Within Right-Of-Way. Notwithstanding the provisions of this Section, it is hereby expressly acknowledged and agreed by Subtenant that if a condemning authority takes any portion (or all of that portion) of the Premises that is located within a public right-of-way on the date of this Sublease, such a taking shall not be deemed to entitle Subtenant to any part of the award therefor (which shall belong solely to Sublandlord). Additionally, a condemnation of solely that portion of the Premises that is located within the public right-of-way on the date of this Sublease shall not be deemed to in any way bring this Section into operation and effect.

(e) Conflict with Prime Lease. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the terms and conditions set forth in this Section and those set forth in the Prime Lease with respect to condemnation, the terms and conditions of the Prime Lease shall govern.

12. Assignment and Subletting. Subtenant shall not permit Subtenant's interest in this Sublease to be vested in any third party by operation of law or otherwise and Subtenant shall not assign, sublet, pledge, hypothecate or otherwise transfer this Sublease or any interest in this Sublease or the Premises in whole or in part without first obtaining the prior written consent of Sublandlord, which consent Sublandlord may grant or withhold in its sole and absolute discretion. As a condition to its consent, Sublandlord may require that the Rent required to be paid hereunder be increased to reflect the current fair market value of the Premises and any assignee or sublessee must also in connection with such assignment or subletting receive an assignment of all rights of the franchisee under the Franchise Agreement with the necessary consent of Franchisor to the assignment under the Franchise Agreement. If Sublandlord does so consent to an assignment of this Sublease or a subletting of all or any portion of the Premises, Subtenant and Guarantor shall still remain liable to Sublandlord for all obligations under this Sublease unless expressly released in writing from such obligations by Sublandlord.

13. Mortgage Subordination and Attornment. Upon written request by Sublandlord or Prime Landlord, pursuant to a request by any mortgagee of Sublandlord's and/or Prime Landlord's interest in the Premises, or by any person, firm or corporation intending to become such a mortgagee, Subtenant agrees to subordinate its rights under this Sublease to the lien of any mortgage covering the Premises and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize this Sublease in the event of foreclosure if Subtenant is not in default hereunder. Subtenant agrees that upon the written request of Sublandlord, Prime Landlord or any mortgagee named in such mortgage, it will

execute and deliver whatever instruments may be required for such purposes. Subtenant will, in the event of the sale or assignment of Sublandlord's or Prime Landlord's interest in the Premises or in the event of any proceedings brought for the foreclosure of, or in the event of the exercise of the power of sale under any mortgage covering the Premises, attorn to and recognize such purchaser or mortgagee as landlord under this Sublease. Similar to Section 16 of this Sublease, upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in a form acceptable to Sublandlord in its sole and absolute discretion permitting the pledge of this Sublease as a subleasehold mortgage in favor of Subtenant's bank or institutional lender and providing such bank or institutional lender with limited rights including cure, assumption and/or entry in the event of a foreclosure. The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from Prime Landlord.

14. Indemnification and Insurance.

(a) Indemnification. To the fullest extent permitted by law, Tenant agrees to defend, indemnify and hold harmless, Prime Landlord, Sublandlord, and any parent, subsidiaries, affiliates, and their directors, officers, agents, employees, and authorized representatives and assigns of each (the "Indemnitees") from and against any and all liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages and expenses, including defense costs and attorney's fees (all collectively "**Losses**"), provided such Losses are attributable to (a) injury to or death of any person or persons, including but not limited to, any employee, agent or representative of Tenant, as well as any employee, agent, or representative of an Indemnitee; (b) damage to or impairment of property, or (c) personal and advertising injury, arising out of or related to the occupancy, operation, maintenance, or use of the Premises by Tenant, which are in any manner directly or indirectly caused occasioned, contributed to, or claimed to be due, in whole or in part, to any acts, errors, omissions, reckless, negligent, or willful misconduct, whether active or passive, of Tenant or anyone whose acts Tenant may be liable for in conjunction with or incident to this Sublease, even though the same may have resulted from the joint, concurring, or contributory negligence of any Indemnitee, or any other person or persons, unless the same was caused by the sole negligence or willful misconduct of any Indemnitee. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease.

(a) Insurance Coverage. Tenant agrees to provide and maintain, at its sole cost and expense, insurance in at least the same amounts and of the same types required by the Prime Lease to be carried by the tenant thereunder with regard to the Premises; provided, however, that notwithstanding the requirements of the Prime Lease, Tenant shall maintain at a minimum, the following required policies of insurance, in the forms and with minimum limits (or such higher amounts as may, from time to time, be required under the provisions of the Franchise Agreement) and coverage terms, as set forth below:

1. Commercial General Liability: 1,000,000 each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, $1,000,000 product liability aggregate. Coverage shall be written on an occurrence basis, on ISO form CG-00-01-04-13 or its then substantial equivalent. For claims arising out of or in any way related, directly or indirectly, to the Franchise Agreement, the Premises, its occupancy or the operation of the Restaurant, the policy shall name The Wendy's Company, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees (collectively, for purposes of reference to this Insurance Coverage section, "**Wendy's**") as additional insureds, provide coverage on a primary basis, and not contributory with or excess over any other insurance or self-insurance available to the Wendy's, provide cross-liability coverage consistent with standard ISO form separation of insureds clause, and shall be endorsed with ISO Form CG-24-04, "Waiver of Transfer of Right of Recovery Against Others to Us," or the substantial equivalent. The additional insured endorsement shall have no added exclusions or

limitations of coverage to limits of liability contractually required or percentage of negligence attributed to the named insured. There shall be no exclusion, limitation, or endorsement in the policy, other than those standard exclusions and limitations inherent to the aforementioned ISO form, that serves to restrict or limit additional insured status, contractual liability, or products liability.

2. Property: Special Form, All-Risk Property Insurance, on a replacement cost basis, to the full value of the Restaurant and all improvements in or about the Premises. Coverage shall include business interruption for a period not less than 12 months from the date of any loss or damage. Tenant may carry such insurance under a blanket policy, provided such policy includes coverage for the Restaurant and Premises equivalent to that which would be available under a separate policy. Coverage shall include a waiver of subrogation in favor of Wendy's and shall name Wendy's an additional interest and loss payee in accordance with Wendy's interests. In addition to the foregoing: Tenant will provide (or will cause its General Contractor to provide) at its expense builders risk insurance for construction that covers special risk perils including earthquake, flood, fire, and theft of materials stored at or within 1,000 feet of each Project site.

3. Business Automobile Liability: $1,000,000 each accident, combined single limit, bodily injury and property damage, for any auto, vehicle or mobile equipment operated by Tenant, in any way related, directly or indirectly, to the Franchise Agreement, the Premises, or occupancy or operation of the Restaurant. Coverage shall be written on ISO Form CA-00-01, or a form providing equivalent liability coverage. The policy shall apply to "Any Auto" including without limitation all owned, non-owned, hired, rented, leased or borrowed motor vehicles and all mobile equipment used by Tenant and shall provide cross-liability coverage as provided under standard ISO forms separation of insureds clause.

4. Umbrella Excess Liability: $2,000,000 each occurrence, with the Commercial General Liability, Business Auto Liability and Employer's Liability policies described herein appearing as Scheduled Underlying Policies. The policy shall recognize Wendy's, its subsidiaries and divisions, affiliates, directors, officers, agents, and employees as additional insureds and provide coverage for the interests of Wendy's on a primary or first excess basis, and not contributory with or excess over any other insurance or self-insurance available to Wendy's. The additional insured endorsement shall have no added exclusions or limitations of coverage to limits of liability contractually required; or percentage of negligence attributed to the named insured. The policy shall be in a following form or a form at least as broad as the required underlying policies.

5. Cyber Risk: Including coverage for claims arising out of or related to (1) investigation of an actual or alleged security failure, privacy event, security breach or other related incident, including but not limited to forensic services, legal counsel and breach coaching services, breach response and notification services, call center services, credit and identity theft monitoring and protection services, media and public relations services; (2) business income/business interruption/extra expense; (3) digital and data asset protection and restoration; (4) network security & consumer privacy liability; (5) regulatory defense and indemnification, including fines and assessments; (6) multimedia liability; (7) cyber extortion, including but not limited to the use of ransomware or other malware to compromise Tenant's systems; and (8) social engineering or other forms of electronic manipulation that result in covered loss. The policy shall include limits not less than $1,000,000 each claim and shall be endorsed to name Wendy's an additional insured.

6. Worker's Compensation and Employer's Liability: Worker's Compensation coverage in accordance with the statutory requirements in all states and/or provinces in which the Tenant conducts operations and including Employer's Liability coverage with limits not less than $500,000 bodily injury, each accident or disease. If Tenant utilizes a program of self-insurance, a Certificate of Authority from the state is required, along with a policy of Excess Worker's Compensation insurance in excess of the

self-insured limit and including Employer's Liability, each with limits not less than $500,000 bodily injury, each accident or disease. The policy shall provide a waiver of subrogation in favor of Wendy's. Depending on the corporate structure of your business, the Tenant entity may not be the appropriate carrier of Worker's Compensation or Employer's Liability coverage. In this case, Tenant may satisfy this requirement by causing it appropriate affiliated entity to carry such coverage(s).

(vii) any other form or forms of insurance as the Tenant or the Sublandlord or the Sublandlord's mortgagee requires from time to time in form, in amount and for insurance risks against which a prudent Tenant would protect itself.

Further with regard to each of the aforementioned insurance policies

(1) The parties acknowledge that Tenant's insurance is intended to fulfill the insurance requirements of the Prime Lease in addition to requirements stated in this Sublease and is intended to be in lieu of and not duplicative with any insurance required of the Sublandlord in accordance with the Prime Lease.

(2) Each policy shall be underwritten by a duly licensed and admitted insurance carrier with a current minimum A.M. Best Rating of A- VIII or the substantial equivalent rating provided by Fitch, Standard & Poor's, or Moody's.

(3) Tenant shall provide Wendy's with written notification, within 30 days of the effective date, of the cancellation, non-renewal or material change in coverage or coverage limits.

(4) There shall be no deductible or self-insured retention in excess of $50,000 maintained by Tenant with respect to any of the foregoing insurance, without Wendy's prior written approval. All deductibles, self-insurance and premiums associated with the required insurance shall be the responsibility of the Tenant. With regard to liabilities, losses, claims, suits, actions, allegations, legal or administrative proceedings, debts, demands, damages, and expenses, including defense costs and attorney's fees, that remain within deductibles or self-insured retentions, Tenant agrees to assume obligations that would otherwise have existed on the part of an insurer to an additional insured.

(5) Tenant shall deliver, or cause to be delivered to Sublandlord, on or prior to the effective date of the Franchise Agreement and thereafter, not more than ten (10) days subsequent to the expiration dates of the policies, a new or renewal Certificate of Insurance, executed by a duly authorized representative of each insurer, for each of the coverages specified in subsection (b) above. Such Certificate shall evidence compliance with the requirements stated herein and shall expressly and conspicuously reflect the amount of each deductible or self-insured retention.

(6) When requested by Wendy's, Tenant shall provide true and complete copies of insurance policies to Wendy's within ten (10) full business days of any such request.

(7) Should Tenant fail to maintain or renew any insurance provided for hereunder, or to pay the premium, or to comply with the requirements noted herein, Wendy's, at its option, but without obligation to do so, may, upon five days' notice to Tenant, cure such failure, and any sums so expended by Wendy's, together with Wendy's reasonable administrative expense in connection therewith, shall thereafter be due from and payable by Tenant.

(8) Neither the approval, disapproval or failure to act by Wendy's regarding any document reflecting insurance on behalf of Tenant, nor the bankruptcy, insolvency or denial of liability by any insurance company shall relieve Tenant of full responsibility or liability for damages and accidents as set forth herein. Notwithstanding anything contained in this Section to the contrary, should there be a conflict between the insurance requirements set forth in this Section and those set forth in the Prime Lease in that the insurance requirements under the Prime Lease are greater than those set forth herein, then the insurance requirements of the Prime Lease shall govern

(9) **Equipment**. All goods, wares, merchandise, inventory, machinery, Equipment and other personal property of Subtenant whatsoever kept in, on or about the Premises ("**Subtenant's Personal Property**") shall be at Subtenant's sole risk, and Sublandlord shall not be liable for any damage done to or loss of Subtenant's Personal Property arising from any cause whatsoever including, but not limited to, the bursting, overflowing or leaking of water, sewer, sprinkler system or steam pipes, or from the heating or plumbing fixtures, or from electric wires, or from gas or odors, or by reason of the failure of heat, gas or electricity, or from any other cause whatsoever.

(10) **Security Interest of Sublandlord**. To secure the payment of all Rent and any other sums that may become due to Sublandlord under the terms of this Sublease, Sublandlord shall have and is hereby granted by Subtenant a lien and security interest upon all of Subtenant's Personal Property during the Sublease Term. Upon request by Subtenant, Sublandlord shall execute waivers or consent agreements in form acceptable to Sublandlord confirming the subordination of this lien, as required by a bank or institutional lender. The parties acknowledge and agree that in no event shall similar waivers or consent agreements be requested from or obtained from Prime Landlord. This Sublease shall also constitute a security agreement under the Uniform Commercial Code of the jurisdiction in which the Premises are located. None of Subtenant's Personal Property shall be removed from the Premises without the prior written consent of Sublandlord unless all Rent and all other sums then due to Sublandlord shall first have been paid and discharged in full. Subtenant hereby consents to the filing by the Sublandlord from time to time of any financing statements and other instruments necessary to perfect the first lien and security interest granted herein and to carry out the terms of this Section. Upon the occurrence of a Default by Subtenant under this Sublease, Sublandlord shall have the option, in addition to any other remedies provided herein or by law, to enter upon the Premises with or without the permission of Subtenant and take possession of any and all of Subtenant's Personal Property without liability for trespass or conversion and to enforce the first lien and security interest hereby granted in any manner provided by law.

The parties acknowledge and agree that all such consents to any subleasehold mortgage shall likewise require a corresponding pledge (and Franchisor's consent to such pledge) of Subtenant's interest under the Franchise Agreement to such bank or institutional lender. The parties further acknowledge and agree that in no event shall any similar waivers or consent be requested from or obtained from the Prime Landlord.

(11) Default by Subtenant.

(a) Each of the following actions shall constitute a default and breach under the terms of this Sublease (a "**Default**"):

(i) any act or omission by Subtenant that would constitute a default under the Prime Lease;

(ii) if Subtenant shall fail to make any payment of Rent or any other charges or amounts due under this Sublease, on the day when such payments are due;

(iii) if Subtenant shall fail to perform any other provision, covenant or condition of this Sublease other than the payment of Rent or any other charges or amounts due;

(iv) if Subtenant abandons or vacates the Premises at any time during the Sublease Term;

(v) if Subtenant ceases to operate the Restaurant in accordance with this Sublease;

(vi) any act or omission that constitutes a default under the Franchise Agreement or any other Related Agreement (including without limitation any failure to complete required training), or failure to execute a Franchise Agreement;

(vii) if Subtenant makes an assignment for the benefit of creditors or enters into a composition agreement with creditors, or if the interest of Subtenant in the Premises or any personal property used in connection therewith is attached, levied upon or seized by legal process, or if Subtenant is found to be bankrupt or insolvent by any court of competent jurisdiction, or if a receiver is appointed for Subtenant;

(viii) if Subtenant's interest in the Sublease shall be vested in any third party by operation of law or otherwise, or if Subtenant has assigned this Sublease or the Premises are subleased by Subtenant in whole or in part without Sublandlord's prior written consent;

(ix) if Subtenant is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) or other similar legislation, orders or regulations in respect thereof (the "Orders") or on any other list maintained by OFAC pursuant to other applicable Orders or is indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering;

(x) if a final, nonappealable judgment is rendered by a court against Subtenant that has had or would reasonably be expected to have a material adverse effect on either the ability to conduct business at any of the Premises for its intended use or Subtenant's ability to perform its obligations under this Sublease, or is in the amount of $100,000.00 or more, and in either event is not discharged within sixty (60) days from the date of entry thereof; or

(xi) a Remodel Default.

(b) Remedies of Sublandlord. In the event of any Default of Subtenant hereunder, and in addition to any other rights or remedies available to Sublandlord at law or in equity or otherwise available under the Prime Lease, Sublandlord shall have the right, but not the obligation, to do any one or more of the following:

(i) cure any Default of Subtenant, on behalf and at the sole cost and expense of Subtenant;

(ii) terminate this Sublease upon not less than fifteen (15) days' notice, whereupon Subtenant shall vacate the Premises on or before such date unless such Default shall be cured prior to the effective date of such termination (failing which, Sublandlord may institute

dispossessory proceedings), and to collect from Subtenant all Rent and other sums due through the date of such termination;

(iii) without terminating this Sublease, re-enter the Premises and proceed to re-let all or any part of the Premises as Sublandlord, in its discretion, may deem reasonably necessary or appropriate;

(iv) declare immediately due and payable and to collect from Subtenant all Rent due from Subtenant for the remaining portion of the Sublease Term; or

(v) recover from Subtenant any other amount necessary to compensate Sublandlord for all detriment proximately caused by Subtenant's failure to perform its obligations under this Sublease or that in the ordinary course of things would be likely to result therefrom, including but not limited to any costs or expenses incurred by Sublandlord: (A) in retaking possession of the Premises, including reasonable attorney's fees therefor; (B) in maintaining or preserving the Premises after such Default; (C) in preparing the Premises for reletting to a new tenant including repairs or alterations to the Premises for such reletting; (D) as brokerage fees, leasing commissions and reasonable attorney's fees in connection with the reletting of the Premises to a new tenant; and (E) any other costs necessary or appropriate to relet the Premises.

(12) **Cross Default**. Subject to any applicable cure periods, any Default under this Sublease shall be considered a default under the Franchise Agreement and the Related Agreements. Subtenant acknowledges agreement with the cross-default provisions of this Section and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements. Simultaneously with Subtenant's execution of this Sublease, Guarantors shall execute and deliver to Sublandlord an Acknowledgment of Cross Default Provisions and Right to Modify Subleases in the form attached hereto as **Exhibit C** (the "**Guarantor Acknowledgment**") for the purpose of acknowledging their agreement with the cross-default provisions of this Section and all other terms and conditions of this Sublease relating to the Franchise Agreement and the Related Agreements.

(13) Estoppel Certificates.

a. At any time, and from time to time, each party hereto shall, promptly and in no event later than ten (10) days after a request from the other party, execute, acknowledge and deliver to the other party, a certificate in the form reasonably satisfactory to the requesting party, certifying: (i) that Subtenant has accepted the Premises; (ii) that this Sublease is in full force and effect and has not been modified (or if modified, setting forth all modifications), or, if this Sublease is not in full force and effect, the certificate shall so specify the reasons therefor; (iii) the commencement and expiration dates of the Sublease Term, including the terms of any extension options of Subtenant; (iv) the date to which the rents have been paid under this Sublease and the amount thereof then payable; (v) whether there are then any existing defaults by the other party in the performance of its obligations under this Sublease, and, if there are any such defaults, specifying the nature and extent thereof, (vi) that no notice has been received by the certifying party of any default under this Sublease that has not been cured, except as to defaults specified in the certificate; (vii) the capacity of the person executing such certificate, and that such person is duly authorized to execute the same on behalf of said party; (viii) that neither Sublandlord nor Prime Landlord has actual involvement in the management or control of decision making related to the operational aspects or the day-to-day operations of the Premises; and (ix) any other information reasonably requested by the requesting party.

b. If Subtenant shall fail or refuse to sign a certificate in accordance with the provisions of this Section within ten (10) days following a request by Sublandlord, Subtenant irrevocably constitutes

and appoints Sublandlord as its attorney-in-fact to execute and deliver the certificate to any such third party, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding; provided, however, that Sublandlord's execution and delivery of such certificate on behalf of Subtenant shall not cure any Default arising by reason of Subtenant's failure to execute and deliver such certificate.

(14) **Notices and Rent Payment**. Except for legal process that may also be served in any other manner permitted by the applicable rules of procedure (other than by tacking), all notices required or desired to be given with respect to this Sublease shall be in writing and shall be deemed to have been "received" by the receiving party when hand delivered and/or, if sent by certified mail return receipt requested or by same day or overnight receipted courier service, when actually received or refused, and shall be addressed as follows:

To Sublandlord: _____
c/o The Wendy's Company
4288 W. Dublin-Granville Road
Dublin, OH 43017
Attn: Sublease Management (Site #_____)
Phone: (614) 764-3100
Fax: (614) 764-3243

To Subtenant: _____
_____
_____
_____
Attn: _____
Phone: (___) _____
Fax: (___) _____

or such other addresses as either party hereafter designates to the other in writing as aforesaid. Any Rent or other amount due to Sublandlord hereunder not paid electronically by pre-authorized transfer shall be remitted to the following address:

_____
4288 W. Dublin-Granville Road
Dublin, OH 43017
Attn: Sublease Management (Site #_____)

or such other address as Sublandlord hereafter designates in writing.

(15) **Joint and Several Obligation**. In the event Subtenant under this Sublease consists of more than one entity and/or individual, its and their liability under this Sublease is agreed to be joint and several.

(16) **Subtenant's Compliance with Environmental Laws**. Subtenant shall comply or use its best efforts to secure compliance with all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, any hazardous material (as hereinafter defined), waste disposal, air emissions and other environmental matters with respect to the use or occupation of the Premises. Subtenant shall not cause or permit any hazardous material to be brought upon, kept or used in or about the Premises by Subtenant or any other person or entity. If Subtenant breaches the obligations stated herein or if the presence of hazardous material on the Premises caused or permitted to be caused by Subtenant results in the contamination of the Premises, or any portion thereof, or if the contamination of the Premises by hazardous material otherwise occurs for which Subtenant is legally liable to Prime

Landlord or Sublandlord for damage resulting therefrom, then Subtenant shall indemnify, defend and hold harmless Prime Landlord and Sublandlord and their respective employees, officers, directors and agents from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) that arise during or after the Sublease Term as a result of such contamination. This indemnification of Prime Landlord and Sublandlord by Subtenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material being present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted to be caused by Subtenant results in any contamination of the Premises, or any portion thereof, Subtenant shall promptly take all actions, at no cost or expense to Prime Landlord or Sublandlord, as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that Sublandlord's approval of such action shall first be obtained. The foregoing indemnity shall survive the expiration or earlier termination of this Sublease. As used herein, the term "**hazardous material**" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, as amended, the Toxic Substances Control Act, as amended, or any other federal, state or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

(17) **Surrender of Premises**. Subtenant will deliver up and surrender possession of the entire Premises, including, without limitation, the Restaurant and all other improvements located on the Premises, to Sublandlord upon the expiration of the Sublease Term or the termination of this Sublease for any reason, in their original condition, reasonable wear and tear excepted, or such other superior condition as may be specified in the Prime Lease. Subtenant shall also comply at its sole cost and expense with all terms and conditions of the Franchise Agreement to be complied with on surrender of the Premises.

(18) Relationship to Prime Lease.

(a) This Sublease and all of Subtenant's rights hereunder are expressly subject to and subordinate to all of the terms of the Prime Lease. Subtenant hereby acknowledges that it has received a copy of the Prime Lease and has read all of the terms and conditions thereof. Subtenant hereby assumes all obligations of Sublandlord, as tenant or lessee under the Prime Lease, with respect to the Premises and agrees to be bound by the terms of the Prime Lease as fully and to the same extent as if Subtenant were the tenant or lessee under the Prime Lease. Sublandlord agrees that Sublandlord shall, when necessary and when requested by Subtenant, endeavor to cause Prime Landlord to perform its obligations as landlord under the Prime Lease. Subtenant acknowledges that except as expressly provided in herein, any termination of the Prime Lease will result in a termination of this Sublease.

(b) Subtenant hereby acknowledges and agrees that Subtenant shall not contact the Prime Landlord directly for any reason without Sublandlord's prior written consent.

(c) Notwithstanding anything to the contrary contained herein, Subtenant shall not be entitled to exercise any rights of first offer, rights of first refusal, or purchase options contained in the Prime Lease.

(d) [Notwithstanding any contrary provision herein, the following terms and provisions of the Prime Lease shall not apply to Subtenant and shall not be deemed a part of this Sublease or the rights and obligations of Subtenant under this Sublease:

(i) LIST EXCLUSIONS HERE, IF ANY]

(e) Notwithstanding anything to the contrary contained herein, Subtenant shall not be entitled to exercise any rights of first offer, rights of first refusal, or purchase options contained in the Prime Lease.

(19) **Brokers.** Sublandlord and Subtenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Sublease and of the Premises, and that no commissions, fees or compensation of any kind are due and payable in connection herewith to any such person or entity. Each of Sublandlord and Subtenant agrees to indemnify and hold the other harmless from and against any and all costs or claims of any agent, broker or other person claiming to be acting on behalf of the indemnifying party for fees, commissions or other compensation by reason of the transaction contemplated by this Sublease or otherwise resulting from breach by the indemnifying party of the representations in this Section.

(20) **Guaranty.** Simultaneously with the execution of this Sublease and as an express condition of the effectiveness hereof, each Guarantor shall guarantee the obligations of Subtenant hereunder, including the payment of Rent and the performance of all covenants and agreements of Subtenant hereunder, pursuant to the Guaranty. Within fifteen (15) days of Sublandlord's request, Subtenant shall cause Guarantor to provide an audited balance sheet of each Guarantor as of the most current year-end prepared in accordance with generally accepted accounting principles consistently applied. *[The obligations of the Guarantor hereunder shall be joint and several.]*

(21) **Right to Inspect and Show Premises**. Subtenant agrees that Sublandlord or Sublandlord's representative(s) shall have the right at all reasonable times to enter upon and to inspect the Premises to ascertain that Subtenant is carrying out the terms, conditions and provisions of this Sublease, including but not limited to Subtenant's compliance with all laws and ordinances. In the event that Sublandlord identifies any deficiencies in maintenance or lack of compliance with laws, Subtenant covenants and agrees that it shall take immediate steps to rectify and cure any such issues within the earlier of thirty (30) days or such timeframe as required under the Prime Lease or under any governmental notice or order. Sublandlord shall have the right to show the Premises to prospective purchasers at any time during the Sublease Term or to prospective tenants during the last six (6) months of the Sublease Term.

(22) **Costs and Legal Fees.** If either party brings or commences any legal action or proceeding to enforce any of the terms of this Sublease (or for damages by reason of an alleged breach of this Sublease), the prevailing party in any litigation between the parties shall be entitled to recover, as a part of its judgment, reasonable attorneys' fees and costs of suit.

(23) Miscellaneous.

(a) This Sublease shall be governed by the laws of the jurisdiction in which the Premises are located. This Sublease supersedes all prior discussions and agreements between the parties and incorporates their entire agreement with respect to the matters set forth herein, and shall not be modified, changed or altered in any respect, except by written instrument executed by duly authorized officers of each of the parties hereto.

(b) Any term used in this Sublease which begins with initial capital letters and is not defined herein shall have the same meaning attributable to that term in the Prime Lease.

(c) The captions used in this Sublease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. The use of the terms "hereof," "hereunder" and "herein" shall refer to the Sublease as a whole except where noted otherwise. The necessary grammatical changes required to express singular, plural, male, female or neuter, as applicable, shall be assumed in each case to be fully expressed.

(d) Time is of the essence with respect to the provisions of this Sublease. If the time period by which any right, option or election provided under this Sublease must be exercised, or by which any act required hereunder must be performed, expires on a day that is not a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day. For purposes of the foregoing, "**Business Day**" means any day that is not a Saturday, Sunday or other day on which commercial banks in the State of Ohio or the jurisdiction where the Premises are located are required or authorized by law to remain closed.

(e) Any transfer tax or other tax payable to any governmental taxing authority, including the county in which the Premises lies, by reason of the execution of this Sublease and/or recordation of a memorandum thereof shall be paid by Subtenant.

(f) This Sublease shall be treated in all respects as an estate for years and not a usufruct. Express provision in this Sublease for any rights or duties that are imposed by law or statute with respect to estates for years shall in no way be deemed or construed as an indication or implication that any relationship other than lessor and lessee has been created.

(g) The provisions of this Sublease shall inure to the benefit of and be binding upon Sublandlord and Subtenant and their respective successors, heirs, legal representatives and assigns; subject, however, in the case of Subtenant, to Section 12 with respect to the rights of Subtenant to further assign this Sublease or sublet the Premises.

(h) No failure or delay by Sublandlord or Subtenant to exercise any right or power given it or to insist upon strict compliance by the other with any obligation imposed on it, and no custom or practice of either party hereto at variance with any term hereof shall constitute a waiver or a modification of the terms hereof by Sublandlord or Subtenant or any right either party has herein to demand strict compliance with the terms hereof by the other. This Sublease (including all exhibits and addenda attached hereto) contains the sole and entire agreement of Sublandlord and Subtenant with respect to the subject matter hereof, and no prior or contemporaneous oral or written representation or agreement between the parties and affecting the Premises shall have legal effect so as to modify or amend or change the conditions hereof.

(i) Upon request of either party, the parties shall execute a recordable short form or memorandum of lease in a form reasonably acceptable to Sublandlord and Subtenant setting forth the matters described therein, and such other non-monetary terms or provisions as may be reasonably required by either party hereto. The cost of any such recording shall be borne by Subtenant.

(j) If any clause or provision of this Sublease or the application thereof to any person, entity or circumstance is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity now or hereafter effective during its Sublease Term, the intention of the parties hereto is that the remaining parts of this Sublease and the application of such clause or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable

shall not be affected thereby, and each such clause or provision shall be valid and enforceable to the fullest extent permitted by law.

(k) This Sublease may be executed in counterparts by the parties hereto and all such counterparts when taken together shall be deemed to be one original.

(l) Subtenant hereby acknowledges and agrees that neither Subtenant nor any lender providing funds to Subtenant shall record a financing statement, subleasehold mortgage or any other document against the Premises without Sublandlord's express written consent.

[COUNTERPART SIGNATURE PAGES FOLLOW]

EXHIBIT P

Street Address
City, State
Wendy's Site #_____

IN WITNESS WHEREOF, this Sublease has been duly executed by the parties hereto as of the day and year first above written.

SUBLANDLORD:

WENDY'S PROPERTIES, LLC

By: _____
Name: _____
Title: _____

EXHIBIT PAGE
DO NOT SIGN HERE

By: _____
Name: _____
Title: _____

Legal Approved: _____

Portfolio Management Approved: _____

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ and _____, of **WENDY'S PROPERTIES, LLC**, a Delaware limited liability company, on behalf of the limited liability company.

EXHIBIT PAGE
DO NOT SIGN HERE

(SEAL)

_____
Notary Public

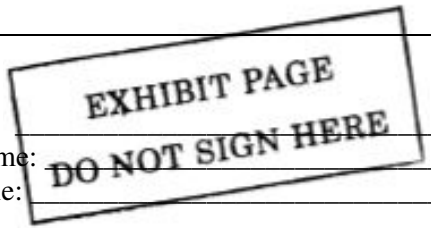
My Commission Expires:
_____

EXHIBIT P

Street Address
City, State
Wendy's Site #_____

SUBTENANT:

_____



By: _____
Name: _____
Title: _____

_____

STATE OF
COUNTY OF

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, _____ and _____, the _____and _____with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged to be such officers, being authorized so to do, executed the foregoing instrument for the purposes therein contained as and for the company.

WITNESS my hand and official seal at office this _____ day of _____, 202_.

_____
Notary Public

My Commission Expires:

_____

(NOTARY SEAL)

EXHIBIT P

Street Address
City, State
Wendy's Site #_____

EXHIBIT A
Premises

EXHIBIT P

Street Address
City, State
Wendy's Site #_____

EXHIBIT B

SUBLEASE GUARANTY

As of this _____ day of _____, 202_, the undersigned guarantor, **_____**, a _____ (hereinafter referred to as "**Guarantor**"), having an address of _____, for and in consideration of mutual promises, the leasing of the Real Property (as defined below) to **_____, a _____**, as "Subtenant" (the "**Subtenant**"), and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby covenants and agrees to guarantee the payment and performance by Subtenant of all the terms, covenants, conditions and agreements (collectively, the "**Obligations**") contained in that certain Sublease dated as of even date herewith (hereinafter referred to as the "**Sublease**"), by and between Subtenant herein named and _____, a _____, as "Sublandlord" (the "**Sublandlord**"), for that certain property located at _____ (the "**Real Property**"). Guarantor hereby represents and warrants that the Sublease to Subtenant herein named will be to the interest and advantage of Guarantor and acknowledges and agrees that this Sublease Guaranty is a substantial inducement to Sublandlord to enter the Sublease. Guarantor further agrees to pay all reasonable costs and expenses, including without limitation reasonable attorneys' fees, paid or incurred by Sublandlord in endeavoring to collect or enforce the terms of this Sublease Guaranty and/or Obligations of Subtenant under the Sublease.

Guarantor further agrees that this Sublease Guaranty and Guarantor's liability hereunder shall not be impaired or affected by any modification, supplement, extension or amendment of the Sublease to which the parties, including without limitation Subtenant named herein, may hereafter agree, nor by any modification, release or other alteration of any of the Obligations hereby guaranteed, nor by any other agreements or arrangements whatever with Subtenant. The liability of Guarantor hereunder is direct and unconditional and may be enforced without requiring Sublandlord to first resort to any other right, remedy or security. No Guarantor shall have any right of subrogation, reimbursement or indemnity whatsoever unless and until all the Obligations have been paid in full. This Sublease Guaranty is a continuing guaranty that shall remain in full force and effect during the term of the Sublease unless Sublandlord and Subtenant mutually agree in writing to terminate this Sublease Guarantee, whereupon this Sublease Guaranty will have no further force or effect; provided, however, that if the term of the Sublease is terminated due to the uncured breach or default by Subtenant, then Guarantor's liability hereunder shall continue with respect to the unfulfilled Obligations of Subtenant. Neither the discharge of Subtenant or of any other person or party from the Obligations in bankruptcy or in any similar proceeding or other event shall discharge or satisfy the liability of Guarantor hereunder except the full performance of all the Obligations.

Guarantor also agrees to indemnify Sublandlord and hold Sublandlord harmless against all obligations, demands and liabilities, by whomever asserted, and against all losses in any way suffered incurred or paid by Sublandlord as a result or in any way arising directly out of, or from, an uncured breach by Subtenant of any of the Obligations, and to pay all costs and expenses, including reasonable attorneys' fees actually incurred, of any proceeding by Sublandlord to enforce this Sublease Guaranty.

Guarantor also expressly waives the following (except as expressly provided for or reserved herein): notice of acceptance hereof; the right to a jury trial in any action hereunder; presentment and protest of any instrument and notice thereof; and all other notices to which any Guarantor might otherwise be entitled.

Guarantor agrees that upon Sublandlord's request, said Guarantor shall provide the most current financial statements of said Guarantor prepared in accordance with generally accepted accounting principles consistently applied and certified by a certified public accountant to be true and correct.

EXHIBIT P

Street Address
City, State
Wendy's Site #_____

This Sublease Guaranty, all acts and transactions hereunder, and the rights and obligations of the parties shall be binding upon and inure to the benefit of Guarantor, Subtenant and Sublandlord, and their respective successors and assigns. This Sublease Guaranty may not be changed or modified, except by a written instrument signed by each Guarantor, Subtenant and Sublandlord. Notices under or pursuant to this Sublease Guaranty and/or the Sublease shall be given either by United States Postal Service certified mail return receipt requested, or by receipted same-day or overnight private courier service (e.g., Federal Express or similar carrier), to a party at their address specified in the Sublease or to their last address specified by at least ten (10) days' notice to the other party. Notices shall be deemed effective on the date of delivery, as evidenced by return receipt, or the date of refusal to accept delivery or inability to deliver, as evidenced by return receipt or by records or the courier service. The obligations of Guarantor hereunder shall be joint and several.

THE UNDERSIGNED (AND EACH OF THEM, IF MORE THAN ONE) HEREBY (A) ACKNOWLEDGES AND AGREES WITH THE CROSS-DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 19 OF THE SUBLEASE AGREEMENT AND ALL OTHER TERMS AND CONDITIONS OF THE SUBLEASE AGREEMENT RELATING TO THE FRANCHISE AGREEMENT AND THE RELATED AGREEMENTS (AS SUCH TERMS ARE DEFINED IN THE SUBLEASE AGREEMENT) AND (B) ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF THE UNDERSIGNED SHALL NOT BE AFFECTED BY ANY MODIFICATION, SUPPLEMENT, EXTENSION OR AMENDMENT OF THE SUBLEASE AGREEMENT TO WHICH THE PARTIES, INCLUDING WITHOUT LIMITATION, SUBTENANT, MAY HEREAFTER AGREE, NOR BY ANY MODIFICATION, RELEASE OR OTHER ALTERATION OF ANY OTHER AGREEMENTS OR ARRANGEMENTS WHATEVER WITH SUBTENANT, REGARDLESS OF WHETHER THE UNDERSIGNED CONSENTS THERETO OR HAS NOTICE THEREOF.

Delivery of an executed copy of this Sublease Guaranty by facsimile or electronic transmission shall constitute a valid and binding execution and delivery of this Sublease Guaranty, and such copy shall constitute an enforceable original document.

IN WITNESS WHEREOF the undersigned have executed this Sublease Guaranty as of _____ , 202_.

[GUARANTOR]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

EXHIBIT P

SECURED PROMISSORY NOTE

FRANKLIN COUNTY, OHIO

$_____ _____, 202__

FOR VALUE RECEIVED, the undersigned, _____ _____ (collectively the **"Maker"**), whose principal address is _____, _____, promises to pay to the order of QUALITY IS OUR RECIPE, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the **"Payee"**), at One Dave Thomas Blvd., Dublin, OH 43017, or at such other place as the Payee may from time to time designate in writing, the principal sum of _____ Dollars ($_____) plus interest at the annual rate of _____ percent (____%).

Commencing on _____, and continuing on the first day of each consecutive month thereafter until maturity, by acceleration or otherwise, Maker shall pay to Payee monthly installments of principal and interest in the amount of $_____ in accordance with the Amortization Schedule attached hereto as *Exhibit A* and incorporated herein. The entire amount due hereunder, including all unpaid principal and accrued interest, shall be due and payable in full on _____.

All principal and interest shall be payable in arrears. Interest hereon shall be calculated on the basis of a 360-day year applied to the actual number of days elapsed. All payments of principal and interest hereon shall be payable at par in lawful currency of the United States. Except as otherwise described herein, all amounts received for payment of this Note shall be first applied to any expenses due Payee under this Note or the Security Agreement, then to accrued interest, and finally to the reduction of principal.

The principal amount of this Secured Promissory Note represents an aggregate of amounts of existing indebtedness that the Maker freely admits are due and owing to Payee, and/or its subsidiaries, affiliates and related entities pursuant to certain Unit Franchise Agreements (the **"Franchise Agreements"**) for the Wendy's Old Fashioned Hamburgers Restaurants described on *Exhibit B* (**"Restaurants"**) attached hereto and made a part hereof, and relates to, and arises from, the business relationship between Maker and Payee with regard to the Restaurants and the Franchise Agreements. The principal amount hereunder is comprised of $_____ in royalties for the months of _____, and $_____ in fees due to The Wendy's National Advertising Program, Inc. (**"WNAP"**) for the months of _____, and accrued late charges of $_____, is further evidence of existing indebtedness under the Franchise Agreements, and does not represent payment of obligations owed to Payee, The Wendy's National Advertising Program, Inc., and/or Payee's subsidiaries, affiliates and related entities under any Franchise Agreements or under any other written instrument entered into by or between Maker, or certain of them, and Payee, nor is the principal amount hereunder separate from the obligation to cure arrearages under the Franchise Agreements as set forth under Section 365 of the U.S. Bankruptcy Code.

EXHIBIT P

In the event that any payment of principal and/or interest is not actually received by the Payee on or prior to the respective due date, the Maker agrees to pay Payee a late charge equal to the greater of twelve percent (12%) per annum on such delinquent amount until paid, or such amount as is permitted by law.

Payments due hereunder shall be paid by pre-authorized wire transfer, electronic transfer via automated clearing houses, similar commonly-accepted methods of funds transfer or such other method as Payee may designate in writing from time to time. Maker shall undertake all actions necessary and shall deliver to Payee all necessary information (including financial institution of origin and relevant account numbers) pertaining to such pre-authorized transfers.

OPTIONAL LANGUAGE - Pick from Options 1, 2 or 3

Option 1 ***Use Option 1 if the Note has a principal balance of less than $50,000.00 <u>or</u> if the Note is being amortized over a period of <u>less than</u> 3 years:***

Prepayment of the principal of this Note shall be permitted without premium or penalty of any kind.

Option 2 ***Use Option 2 if the Note has a principal balance of $50,000.00 or more and is being amortized over a period of 3 years to 7 years:***

Prepayment of the principal of this Note shall be permitted without premium or penalty of any kind, <u>provided</u>, <u>however</u>, that if Payee, in Payee's sole discretion, elects to assign, sell or transfer this Note, then in the event of an early payoff, Maker shall be required to pay to an Assignee of Payee a prepayment premium equal to 3% of the Note payoff amount during the first Loan Year (as defined herein) of the Note, 2% of the Note payoff amount during the second Loan Year of the Note, and 1% of the Note payoff amount during the third Loan Year of the Note, and 0% of the Note payoff amount after the end of the third Loan Year, and in no event is Maker permitted to pay any lump sum payments, without paying the Note in full, plus the prepayment premium during the first three (3) Loan Years of the Note.

The first Loan Year shall mean the period of time commencing on the date of this Note and ending on the last day of the twelfth consecutive month commencing with the month after the month in which this Note is dated, unless this Note is dated the first day of a month, in which case the first Loan Year shall mean the twelve consecutive calendar months commencing with the date of this Note. Each subsequent Loan Year shall mean the successive twelve consecutive month period following the preceding Loan Year.

Option 3 ***Use Option 3 if the Note has a principal balance of $50,000.00 or more and is being amortized for <u>longer</u> than 7 years:***

Prepayment of the principal of this Note shall be permitted without premium or penalty of any kind, <u>provided</u>, <u>however</u>, that if Payee, in Payee's sole discretion, elects to assign, sell or transfer this Note, then (a) in the event of an early payoff, Maker shall be required to pay to an Assignee of Payee a prepayment premium. The prepayment premium shall be equal to 5% of the Note payoff amount during the first Loan Year (as defined herein), 4% of the Note payoff amount during the second Loan Year, 3% of the Note payoff amount during the third Loan Year, 2% of the Note payoff amount during the fourth Loan Year, 1% of the Note payoff amount during the fifth Loan Year, and 0% of the loan payoff amount after the end of the fifth Loan Year; and (b) in

no event is Maker permitted to pay any lump sum payments, without paying the Note in full, plus the premium, during the first five Loan Years of the Note.

In addition to the prepayment premium referenced above, in the event of an early payoff of the Note, Maker shall be required to pay a prepayment fee. Such prepayment fee shall be determined by: (i) calculating the decrease (expressed in basis points) in the current weekly average yield of ten (10) year U.S. Dollar interest Rate Swaps [as published in Federal Reserve Statistical Release H.15(519)] (the "Index") from ***(Insert Date)*** *to the Friday immediately preceding the week in which the prepayment is to be made and dividing such decrease by 100; (ii) multiplying the result determined by the prepayment factor shown below corresponding to the applicable Loan Year as indicated below during which such prepayment is made; and (iii) multiplying such product by the principal balance to be prepaid. The Prepayment Factor shall be the amount shown on the following chart for the year in which the prepayment occurs:*

Note to Drafter: See Franchise Finance for Chart for terms other than 10 years. The Prepayment Factor above applies on all Notes with terms longer than 7 years. The chart to the right is an example of a 10-year Note.

Loan Year	*Premium Factor*
1	*0.047*
2	*0.043*
3	*0.038*
4	*0.033*
5	*0.029*
6	*0.024*
7	*0.019*
8	*0.014*
9	*0.010*
10	*0.005*

The first Loan Year shall mean the period of time commencing on the date of this Note and ending on the last day of the twelfth consecutive month commencing with the month after the month in which this Note is dated, unless this Note is dated the first day of a month, in which case the first Loan Year shall mean the twelve consecutive calendar months commencing with the date of this Note. Each subsequent Loan Year shall mean the successive twelve consecutive month period following the preceding Loan Year. If the Index is unchanged or has increased since the date of this Note no prepayment fee shall be due.

This Note may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

This Note may be assigned, sold or transferred by Payee at Payee's sole discretion. If so assigned, the Assignee hereof shall have and be entitled to exercise any and all discretion, rights and powers of Payee, but Assignee shall not be chargeable with any obligations or liabilities of Payee hereunder or with respect thereof. Maker hereby agrees that Payee may, in its sole discretion, disclose pertinent financial information relative to Maker to any Assignee in order to facilitate the assignment, sale or transfer of this Note. Maker agrees that it will not assert against Assignee any claim, defense, counterclaim or offset on account of this Note in any action brought by an Assignee.

EXHIBIT P

In the event of any loss, theft, destruction or mutilation of this Note, upon Maker's receipt of an affidavit of an officer of Payee as to such loss, theft, destruction or mutilation and an appropriate indemnification, Maker will execute and deliver a replacement Note in the same principal amount and otherwise of like tenor as the lost, stolen, destroyed or mutilated Note.

The holders of this Note and all successors thereof shall have all of the rights of a holder in due course as provided under the Ohio Uniform Commercial Code and other laws of the State of Ohio. Maker hereby waives demand, presentment, protest, notice of protest and/or dishonor and all other notices or requirements that might otherwise be required by law. Maker hereby consents to the granting of any extension of time of payment or any other indulgence and to the addition or release of any other obligor or maker. The Maker promises to pay on demand all costs of collection, including attorney's fees and court costs, paid or incurred by Payee in enforcing this Note upon Maker's default hereunder.

The occurrence of any of the following shall constitute an event of default under this Note:

(a) The failure of Maker to make any payment when due under this Note (time is of the essence of this Note);

(b) The institution of proceedings by or against Maker under any state insolvency laws, federal bankruptcy law or similar debtor relief laws then in effect;

(c) Maker becoming insolvent or generally failing to pay its debts as they become due;

(d) The entry of a judgment against Maker which remains unsatisfied for more than thirty (30) days;

(e) The existence of a material misrepresentation of Maker's financial condition in any oral or written statement made to Payee;

(f) Default by Maker under that certain Security Agreement entered into by and between Maker and Payee dated _____.

(g) Default under any of the Franchise Agreements between Maker and Payee.

(h) The death, dissolution or termination of existence of any Maker.

(i) Maker entering into any merger or consolidation, or if Maker sells, leases, or otherwise disposes of all or substantially all of the business assets relating to its Wendy's Old Fashioned Hamburgers Restaurants.

Upon the occurrence of an event of default, as defined above, Payee may, at its option and without notice, declare all principal and interest provided for under this Note to be immediately due and payable. Payee may waive any default before or after it occurs and may restore this Note in full effect without impairing the right to declare it due for a subsequent default, this right being a continuing one. In addition, any default hereunder shall constitute a

default under the Franchise Agreements, and, upon the occurrence of any of (a) through (i) above, Payee, in its sole discretion, may elect to issue a Notice of Default under any or all of the Franchise Agreements between Maker and Payee, without the necessity of first accelerating the principal or interest balance hereunder.

Maker hereby authorizes any attorney at law to appear for the Maker in any court of record in Franklin County, Ohio, with or without process, at any time after this Note becomes payable, by acceleration or otherwise, and waive the issuance and service of process and confess judgment against Maker in favor of the holder of this Note for the amount then appearing due, together with interest, costs of suit and attorney's fees and thereupon to release all errors and waive all rights of second trial, appeal, and stay of execution.

In consideration for Payee's willingness to accept this Note from Maker and its forbearance relative to actions which it might otherwise take as of the date of this Note with regard to the obligations referenced herein, Maker hereby agrees to execute contemporaneously herewith, a General Release of All Claims in the form identical to that attached hereto and made a part hereof as *Exhibit C*.

Maker acknowledges and agrees that Payee's willingness to provide this Note and the provisions of this Note are strictly confidential in nature and are subject to the confidentiality provisions of the Franchise Agreements.

This Note may be freely transferred by Payee.

The undersigned parties collectively constituting the Maker shall be jointly and severally liable for all obligations and/or liabilities herein. If any provision of this Note should for any reason be invalid or unenforceable, the remaining provisions hereof shall remain in full effect.

This Note shall be governed and construed in accordance with the laws of the State of Ohio and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Note was executed in Franklin County, Ohio.

ATTEST:

MAKER:

{CORPORATE FRANCHISEE}

EXHIBIT PAGE
DO NOT SIGN HERE

_____ By: _____
Title: _____

_____ _____

EXHIBIT PAGE
DO NOT SIGN HERE

_____ _____

EXHIBIT P

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIM YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON ITS PART TO COMPLY WITH ANY AGREEMENT OR ANY OTHER CAUSE.

EXHIBIT P

EXHIBIT A

Amortization Schedule

EXHIBIT P

EXHIBIT B

Wendy's Old Fashioned Hamburgers Restaurants

Store No.	Restaurant Address

EXHIBIT P

SECURITY AGREEMENT

This SECURITY AGREEMENT is made and entered into as of the date set forth below, by and between QUALITY IS OUR RECIPE, LLC, a Delaware limited liability company ("Secured Party") and _____ a _____ corporation; _____ (collectively referred to herein as "Debtor").

RECITALS

A. Debtor is indebted to Secured Party in the amount of _____ Dollars ($_____) with respect to certain obligations regarding _____ (____) Wendy's Old Fashioned Hamburgers restaurants (the "Restaurants") owned and operated by Debtor under certain Franchise Agreements by and between Secured Party and _____. The Restaurants are more particularly described on *Exhibit A* attached hereto and made a part hereof.

B. Debtor shall contemporaneously herewith execute a secured promissory note in the principal amount of _____ Dollars ($_____) (the "Note"), which Note is to be secured by certain collateral as set forth herein. All terms not otherwise defined herein are used with the same meaning as set forth in the Note.

C. As security for the payment and performance of its obligations to Secured Party under the Note and under this Security Agreement, it is the intent of Debtor to grant to Secured Party and to create a security interest in certain property of Debtor, as hereinafter provided.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party a security interest in the property described in Paragraph 2 below (collectively and severally, the "Collateral") to secure payment and performance of the obligations of Debtor to Secured Party described in Paragraph 3 below (collectively and severally, the "Obligations").

2. Collateral. The Collateral shall consist of the following:

(a) All furniture, fixtures, equipment and personal property now or hereafter located in the Restaurants, together with all additions and accessions thereto and replacements therefor, and

(b) All proceeds of the foregoing Collateral. For purposes of this Security Agreement, the term "proceeds" includes whatever is receivable or received when the Collateral is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and

includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto.

3. Obligations. The Obligations of Debtor secured by this Security Agreement shall consist of any and all debts, obligations and liabilities of Debtor to Secured Party arising out of, connected with or related to the Note, including, without limitation, this Security Agreement and all amendments, extensions or renewals of the Note and/or this Security Agreement, whether now existing or hereafter arising, voluntary or involuntary, whether or not jointly owed with others, direct or indirect, absolute or contingent, liquidated or unliquidated, and whether or not from time to time decreased or extinguished and later increased, created or incurred, plus any and all other debt owed to Franchisor, including but not limited to, any amounts under a deferral agreement or other agreement entered into by Debtor whereby obligations owed to Franchisor are deferred.

4. Additional Representations and Warranties. In addition to all representations and warranties of Debtor set forth in the Note, which are incorporated herein by this reference, Debtor hereby represents and warrants that:

(a) except as heretofore disclosed to Secured Party in writing, Debtor is the owner of the Collateral (or, in the case of after-acquired Collateral, at the time Debtor acquires rights in the Collateral, will be the owner thereof) and that no other person has (or, in the case of after-acquired Collateral, at the time Debtor acquires rights therein, will have) any right, title, claim or interest (by way of security interest or other lien or charge or otherwise) in, against or to the Collateral, excepting the security interest, if any, presently held by _____; and

(b) all information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Debtor with respect to the Collateral is true and correct.

5. Covenants of Debtor. In addition to all covenants and agreements of Debtor set forth in the Note, which are incorporated herein by this reference, Debtor hereby agrees:

(a) to do all acts that may be necessary to maintain, preserve and protect the Collateral;

(b) not to use or permit any Collateral to be used unlawfully or in violation of any provision of the Note, this Security Agreement, or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral;

(c) to pay promptly when due all taxes, assessments, charges, encumbrances and liens now or hereafter imposed upon or affecting any Collateral;

(d) to notify Secured Party promptly of any change in Debtor's name or place of business, or, if Debtor has more than one place of business, its principal office;

(e) to procure, execute and deliver from time to time any endorsements, assignments, financing statements and other writings deemed necessary or appropriate by Secured Party to perfect, maintain and protect its security interest hereunder and the priority thereof;

(f) to appear in and defend any action or proceeding which may affect its title to or Secured Party's interest in the Collateral;

(g) if Secured Party gives value to enable Debtor to acquire rights in or the use of any Collateral, to use such value for such purpose;

(h) to keep separate, accurate, and complete records of the Collateral and to provide Secured Party with such records and such other reports and information relating to the Collateral as Secured Party may request from time to time;

(i) not to surrender or lose possession of (other than to Secured Party), sell, encumber, lease, rent, or otherwise dispose of or transfer any Collateral or right or interest therein, and to keep the Collateral free of all levies and security interests or other liens or charges except those approved in writing by Secured Party;

(j) to account fully for and promptly deliver to Secured Party, in the form received, all proceeds of the Collateral received, endorsed to Secured Party as appropriate, and until so delivered all proceeds shall be held by Debtor in trust for Secured Party, in the form received, separate from all other property of Debtor and identified as the property of Secured Party;

(k) to keep the Collateral in good condition and repair;

(1) not to cause or permit any waste or unusual or unreasonable depreciation of the Collateral;

(m) at any reasonable time, upon demand by Secured Party, to exhibit to and allow inspection by Secured Party (or persons designated by Secured Party) of the Collateral;

(n) to keep the Collateral (and the records concerning the Collateral) at the locations set forth in Paragraph (16) below and not to remove the Collateral from such locations without the prior written consent of Secured Party and to give Secured Party thirty (30) days prior written notice of any change in Debtor's principal place of business or trade name(s) set forth therein;

(o) to comply with all laws, regulations and ordinances relating to the possession, operation, maintenance and control of the Collateral;

(p) to insure the Collateral, with Secured Party named as loss payee, in form and amounts, with companies, and against risks and liabilities satisfactory to Secured Party, and Debtor hereby assigns the policies to Secured Party, and agrees to deliver them to Secured Party at its request, and agrees that Secured Party may make any claim thereunder, cancel the insurance on default by Debtor, collect and receive payment of and endorse any instrument in payment of loss or return premium or other refund or return, and apply such amounts received, at Secured Party's election, to replacement of the Collateral or to the Obligations.

6. Authorized Action by Secured Party. Should Debtor fail to do or perform any act as herein provided, then Secured Party may do or perform the same in such manner and to such extent as Secured Party may deem necessary (but Secured Party shall not be obligated to and shall incur no liability to Debtor or any third party for failure so to do), and Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact to so act, and to exercise such rights and powers as Debtor might exercise with respect to the Collateral, including, without limitation, the right to:

(a) collect by legal proceedings or otherwise and endorse, receive and receipt for all dividends, interest, payments, proceeds and other sums and property now or hereafter payable on or on account of the Collateral;

(b) enter into any extension, deposit, consolidation or other agreement pertaining to, or deposit, surrender, accept, hold or apply other property in exchange for the Collateral;

(c) insure, process and preserve the Collateral;

(d) transfer the Collateral to its own or its nominee's name; and

(e) make any compromise or settlement, and take any action it deems advisable, with respect to the Collateral.

Debtor agrees to reimburse Secured Party upon demand for any costs and expenses, including, without limitation, court costs and attorneys' fees, Secured Party may incur while acting as Debtor's attorney-in-fact hereunder, all of which costs and expenses are included in the Obligations secured hereby. It is further agreed and understood between the parties hereto that such care as Secured Party gives to the safekeeping of its own property of like kind shall constitute reasonable care of the Collateral when in Secured Party's possession; provided, however, that Secured Party shall not be required to make any presentment, demand or protest, or give any notice and need not take any action to preserve any rights against any prior party or any other person in connection with the Obligations or with respect to the Collateral.

7. Default and Remedies. Debtor shall be deemed in default under this Security Agreement upon the occurrence of an Event of Default, as that term is defined in the Note or upon a breach of any of the Covenants contained herein. Upon the occurrence of any such default, Secured Party may, at its option, and without notice to or demand on Debtor and in

addition to all rights and remedies available to Secured Party under the Note, do any one or more of the following:

(a) foreclose or otherwise enforce Secured Party's security interest in any manner permitted by law, or provided for in this Security Agreement;

(b) sell, lease or otherwise dispose of any Collateral at one or more public or private sales, whether or not such Collateral is present at the place of sale, for cash or credit or future delivery, on such terms and in such manner as Secured Party may determine;

(c) recover from Debtor all costs and expenses, including, without limitation, court costs and attorneys' fees, incurred or paid by Secured Party in exercising any right, power or remedy provided by this Security Agreement or by law;

(d) require Debtor to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party;

(e) enter onto property where any Collateral is located and take possession thereof with or without judicial process; and

(f) prior to the disposition of the Collateral, store, process, repair or recondition it or otherwise prepare it for disposition in any manner and to the extent Secured Party deems appropriate and in connection with such preparation and disposition, without charge, use any trademark, trade name, copyright, patent or technical process used by Debtor.

8. Cross Default. Any default under this Agreement or the Note shall constitute a default under the applicable franchise agreements for the Restaurants, and, were applicable, shall result in a default under any development agreement. A default under any franchise agreement for the Restaurants shall constitute a default under this Security Agreement and the Note.

9. Waiver of Hearing. Debtor expressly waives any constitutional or other right to a judicial hearing prior to the time Secured Party takes possession or disposes of the Collateral upon default as provided in Paragraph 7 hereof.

10. Cumulative Rights. The rights, powers and remedies of Secured Party under this Security Agreement shall be in addition to all rights, powers and remedies given to Secured Party by virtue of any statute or rule of law, the Note or any other agreement, all of which rights, powers and remedies shall be cumulative and may be exercised successively or concurrently without impairing Secured Party's security interest in the Collateral.

11. Waiver. Any forbearance, delay or failure to act by Secured Party in exercising any right, power or remedy shall not preclude the further exercise thereof, and every right, power or remedy of Secured Party shall continue in full force and effect until such right, power or remedy is specifically waived in a writing executed by Secured Party. Debtor waives any right

to require Secured Party to proceed against any person or to exhaust any Collateral or to pursue any remedy in Secured Party's power.

12. Set-off. Debtor agrees that Secured Party may exercise its rights of set-off with respect to the Obligations in the same manner as if the Obligations were unsecured.

13. Binding Upon Successors. All rights of Secured Party under this Security Agreement shall inure to the benefit of its successors and assigns, and all obligations of Debtor shall bind its heirs, executors, administrators, successors and assigns.

14. Entire Agreement; Severability. This Security Agreement contains the entire security agreement between Secured Party and Debtor. If any of the provisions of this Security Agreement shall be held invalid or unenforceable, this Security Agreement shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

15. References. The singular includes the plural. If more than one executes this Security Agreement, the term Debtor shall be deemed to refer to each of the undersigned as well as to all of them, and their obligations and agreements hereunder shall be joint and several. If any of the undersigned is a married person, recourse may be had against his or her separate property for the Obligations.

16. Choice of Law. This Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and, where applicable and except as otherwise defined herein, the terms used herein shall have the meanings given them in the Ohio Uniform Commercial Code.

17. Place of Business; Collateral Location. Debtor represents that its principal place of business is _____, and that the Collateral is located at the Restaurants.

18. Notice. Any written notice, consent or other communication provided for in this Security Agreement shall be delivered or sent by registered U.S. mail, with postage prepaid, to the following addresses:

Secured Party: QUALITY IS OUR RECIPE, LLC
One Dave Thomas Blvd.
P.O. Box 256
Dublin, OH 43017
Attention: Legal Department

Debtor: _____
_____
_____
_____

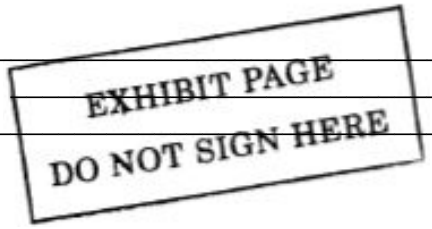
EXHIBIT P

Such addresses may be changed by written notice given as provided herein.

EXECUTED this _____ day of _____, 202__.

DEBTOR:

By:_____
Name: _____
Title: _____



By:_____
Name: _____
Title: _____

EXHIBIT P

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Print Reset

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

	1a. ORGANIZATION'S NAME				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

	2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

	3a. ORGANIZATION'S NAME				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

4. COLLATERAL: This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

EXHIBIT P

GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective _____. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company ("Franchisor"), to _____, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy's Old Fashioned Hamburgers Restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

Delivery of a signature by facsimile or electronic transmission of this GENERAL RELEASE OF ALL CLAIMS will constitute a valid and binding execution and delivery and will constitute an enforceable original document effective as of the date set forth above. This GENERAL RELEASE OF ALL CLAIMS may be executed through the use of electronic signature, which the undersigned acknowledges is a lawful means of obtaining signatures. The undersigned agree that an electronic signature is the legal equivalent of a manual signature on this GENERAL RELEASE OF ALL CLAIMS. The undersigned further agree that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes the undersigned's signature, acceptance and agreement as if actually signed by the undersigned in writing. However, if this GENERAL RELEASE OF ALL CLAIMS has been executed by electronic transmission, the undersigned agree to execute original manually signed copies (to be effective as the date set forth above), upon Franchisor's request at any time.

CORPORATE ENTITY

By: _____
Name: _____
Title: _____

_____
, Individually

EXHIBIT P

GENERAL RELEASE OF ALL CLAIMS

This GENERAL RELEASE OF ALL CLAIMS is made effective _____. As a requirement of and in consideration for the willingness on the part of Quality Is Our Recipe, LLC, a Delaware limited liability company ("Franchisor"), to _____, as requested by the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, individually and collectively, hereby unconditionally RELEASE, DISCHARGE and ACQUIT Franchisor, its past and present shareholders, officers, directors, employees, successors, affiliates, assigns, agents, and subsidiaries from any and all liabilities, claims, damages, demands, costs, indebtedness, expenses, debts, indemnities, compensation, suits, controversies, actions and causes of action of any kind whatsoever, whether developed or undeveloped, known or unknown, fixed or contingent, regarding or arising out of any prior or existing franchise agreement or any other agreement or document executed by any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), any Wendy's Old Fashioned Hamburgers Restaurant (whether currently or previously owned or operated by the undersigned or any of them), the franchise relationship, or any other prior or existing business relationship between any of the undersigned and Franchisor (or any subsidiary or affiliate of Franchisor), which the undersigned or any of them individually or collectively has asserted, may have asserted or could have asserted against Franchisor (or any of the aforementioned related parties) at any time up to the date of this GENERAL RELEASE OF ALL CLAIMS, including specifically, without limitation, claims under the Sherman and Clayton Acts and the anti-trust Laws of the United States, and claims arising from contract, written or oral communications, alleged misstatements of fact, indebtedness of any kind or nature, and acts of negligence whether active or passive. This GENERAL RELEASE OF ALL CLAIMS shall survive the assignment or termination of any of the franchise agreements or other documents entered into by and between Franchisor and any of the undersigned. This GENERAL RELEASE OF ALL CLAIMS is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws.

To the extent or in the event that a court of competent jurisdiction determines that this GENERAL RELEASE OF ALL CLAIMS is governed by California law, the undersigned represent that they have read and are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

In that connection, the undersigned acknowledge that they may have sustained damages and losses which are presently unknown and unsuspected, and such losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, the undersigned acknowledge that this GENERAL RELEASE OF ALL CLAIMS has been negotiated and agreed upon in light of this realization and, being fully aware of the situation, the undersigned hereby expressly waive any rights they may have under Civil Code Section 1542, as well as any other state or federal statutes or common law principles of similar effect. Further, the undersigned fully understand that if the facts with respect to which this

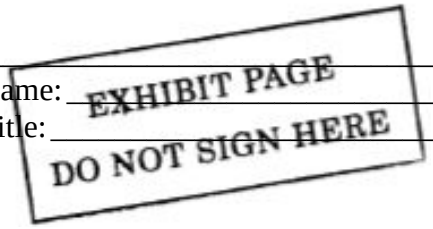
EXHIBIT P

GENERAL RELEASE OF ALL CLAIMS is executed be found hereafter to be other than or different from the facts now believed by them to be true, they expressly accept and assume the risks of such possible differences and facts, and agree that this GENERAL RELEASE OF ALL CLAIMS shall remain effective notwithstanding any such difference in fact.

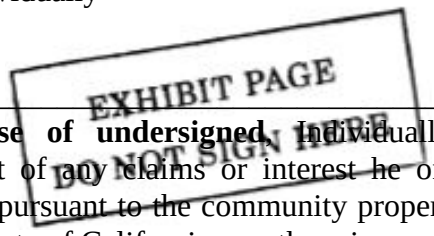
Delivery of a signature by facsimile or electronic transmission of this GENERAL RELEASE OF ALL CLAIMS will constitute a valid and binding execution and delivery and will constitute an enforceable original document effective as of the date set forth above. This GENERAL RELEASE OF ALL CLAIMS may be executed through the use of electronic signature, which the undersigned acknowledges is a lawful means of obtaining signatures. The undersigned agree that an electronic signature is the legal equivalent of a manual signature on this GENERAL RELEASE OF ALL CLAIMS. The undersigned further agree that the use of a key pad, mouse or other device to select an item, button, icon or similar act/action, regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes the undersigned's signature, acceptance and agreement as if actually signed by the undersigned in writing. However, if this GENERAL RELEASE OF ALL CLAIMS has been executed by electronic transmission, the undersigned agree to execute original manually signed copies (to be effective as the date set forth above), upon Franchisor's request at any time.

CORPORATE ENTITY

By: _____
Name: _____
Title: _____



_____
, Individually



_____
Spouse of undersigned, Individually, to the extent of any claims or interest he or she may have pursuant to the community property laws of the State of California, or otherwise

EXHIBIT Q

2022

Wendy's Operations Standards Manual DSG (Modern/Image)

The Wendy's Company

Language: US English
Document #:TR00100-A
December 2022

EXHIBIT Q

NOTICE

The Operations Standards Manual contains mandatory requirements related to the effective and approved operation of all Wendy's Old Fashioned Hamburgers Restaurants. This manual contains product and procedure information required to run a restaurant on a daily basis.

The Operations Standards Manual is part of an overall system of communication to Wendy's franchisees and company employees who operate Wendy's Restaurants. It is designed to change as Wendy's changes to meet the challenges of the future. This Manual is not designed as a textbook but rather as a means of communicating mandatory and approved products and procedures.

Statement of Copyright

Ownership and Confidentiality

© 2022 Quality Is Our Recipe, LLC. No portion of this manual may be reproduced, by any process or technique or in any format by any means, electronic or mechanical, including photocopying, recording information storage or otherwise for any purpose without the express written consent of Wendy's International, Incorporated.

This manual and its contents are confidential. Its use is strictly limited to Wendy's International, Inc., its authorized employees, agents and franchisees (for the franchisees' internal use only). Any disclosure to unauthorized persons is prohibited.

forward

About the Operations Standards Manual (OSM)

The OSM is designed to be a source of information to aid managers in the effective and approved operation of a Wendy's restaurant.

This manual contains product and procedure information required to run a restaurant on a daily basis. Specific standards are integrated to ensure we consistently deliver product Quality and excellent Service, and maintain Food Safety, Cleanliness, and Safety standards that our customers expect. You'll notice the first topics of each section are standards for Cleanliness, Food Safety, Service, Quality and Safety.

Online Version Available

The Operations Standards Manual is part of an overall system of communication. It is designed to change as our company changes to meet the challenges of the future. To help you more quickly adapt to these changes, we also provide a complete online version of the OSM as well. The online version was made available to all company and franchise operators through WeNet in early November, 2009. The online version of the OSM is your best resource for accessing the most current and up-to-date procedures and standards.

The online version includes the following features:

- Ongoing updates to ensure managers have immediate access to any new or updated information
- Robust search engine to quickly access topics and provides suggestions to search terms
- Multiple print options for printing a specific page or an entire section
- Table of contents that enables you to easily browse topics
- Full index
- Glossary for quickly finding definitions to terms

Operations Library

Wendy’s Operations Library is a comprehensive up-to-date resource for all critical procedural and standards information, Information available in the Operations Library include material such as

- Wendy’s Operations Standards Manual (OSM)
- Safety Reference Guide
- Security Reference Guide

The Operations Library is updated quarterly, so check the online library “Quarterly Release” topic for updates.

Wendy's Operations Library and the Operations Standards Manual are available from WeConnect.

in this manual

The Operations Standards Manual is not designed to be a textbook, but rather as a means of communicating correct and approved systems and procedures.

Use the table of contents and index to easily find topics. Each section has tabs for quick reference.

Icons used in this Manual

The following icons are used throughout this manual to help you find important and time-saving information.

Icon	Meaning	Description
	Warning	Hazards or unsafe practices which could result in severe personal injury, death, or property damage. These alerts alone cannot completely eliminate the hazards that they identify. The procedures and instructions must be followed with strict compliance.
	Note	Additional information about a topic.
	Important	Information about a topic alerting of proper procedures to maintain quality or condition.

EXHIBIT Q

Table of Contents

forward v
About the Operations Standards Manual (OSM) v
Online Version Available v
Operations Library v
in this manual vii
Icons used in this Manual vii

Table of Contents viii

Information Security (including PCI-DSS) xxx

Food Safety at Wendy's 1

Tools and Supplies 2
Food Safety Best Practices 3
Safety Best Practices 3
Food Transportation Policy 4
Food Allergen Awareness 5
What is a Food Allergy? 5
Importance of Food Safety 6
Shelf Life Chart 7
Shelf Life Chart for Coca-Cola Freestyle 13
Product Cycle Checklist 14
Food Contamination and Foodborne Illnesses 15
Overview 15
Bacteria and Micro-Organisms 15
Barriers that Slow Bacterial Growth 15
Foodborne Illness 16
Most Frequent Causes of Foodborne Illness 17
Process to Follow if Foodborne Illness Occurs 17
Claim Process 18
Preventive Procedures to Avoid Foodborne Illness 19
Handwashing 19
Personal Hygiene Requirements 19
Disposable Vinyl Gloves 20
Time and Temperature Chart 22
Walk-In Cooler Storage Guidelines 26
Recommended Storage Containers 26
Quality Assurance Temperature Taking Kit 27
Product Temperatures 28
Using the Product Probe 28
Equipment Temperatures 29
Using the Air Probe 29
Using the Grill Probe 30
Common Causes of Foodborne Illness in Foodservice 31
Foodborne Illness Facts 31
TCS Foods 31
Pest Elimination Guidelines 32
Chemical Guidelines 33

Quality Assurance 35

EXHIBIT Q

In this Section 35
Sanitation Guidelines 36
About Sanitation Guidelines 36
Pest Elimination 36
Personal Hygiene Employee Practices 36
Surroundings 36
Restrooms 37
Dining Area 37
Grill and Service Line Areas 37
Walk-In Cooler 39
Walk-In Freezer 40
Chili Stove, Cook Center, and Ice Machine 40
Food Preparation 41
Dry Storage 42
Miscellaneous Storage Facilities 42
Office Guidelines 43
Most Common Health Department Infractions Cited 43
Health Department Inspections 44

Service at Wendy's 47
Service and the Customer Experience Cycle 47

Cleanliness 49

Total Restaurant Cleaning (TRC) 51
Total Restaurant Cleaning Manager Guide 51

Daily Outside Maintenance 53
Cleanliness 54
Food Safety 54
Service 54
Quality 54
Safety 55
Tools and Supplies 56
Set-Up 57
Breakfast Set-Up 57
Clean-Up 58
Cleaning Windows 58
Cleaning Non-Digital Menuboards and Signs 58
Cleaning the Parking Lot 59
Cleaning Trash Cans 59
Maintaining the Landscape 59
Cleaning the Sidewalks and Steps 59
Cleaning the Dumpster 60
Maintaining Lights 61
Additional Cleaning Tasks 61
Transition 61
Transition Tasks 61

Oil Management 63
Cleanliness 64

EXHIBIT Q

Food Safety 64
Service 64
Quality 65
Maintaining Oil Quality 65
Signs of Oil Break Down 65
Causes of Oil Breakdown 65
Safety 66
Tools and Supplies 68
Parts 68
50lb Open Fryer & Pressure Fryer 68
30lb Open Fryer 68
Oil Care Benefits 69
Oil Discard Options 69
Oil Management Discard Scenario Chart 70
Scenario A: Low Range Test Strip Method 71
Low Range Test Strips VTA 72
Reading Low Range Test Strips 73
Scenario B: Scheduled Oil Discard 74
Scenario C: Weekly Wednesday 74
Quick Filtering 75
30lb Open Fryer 75
50lb Open Fryers 75
Pressure Fryer 76
Skimming Fryers 77
Close 78
Discarding Oil 78
Cleaning Kettles, Baskets, and Inserts 80
Pressure Fryer Daily Maintenance 81
Open Fryer Daily Maintenance 82
Open 84
Cleaning the Fryer Baskets and Inserts 84
Cleaning the Fryer Kettles 84
Replacing the Filter Pad 85
Daily Filter - 30lb Open Fryer 86
Refilling Kettles with Oil 89
Safety at Wendy's 91
Wendy's Safety Reference Guide 91
Introduction 92
Employee Safety Rules 92
Fire Protection 93
Overview 93
Building Requirements 93
Manually Operating Fire Suppression or Extinguish System 94
Fire Emergency Evacuation 95
Safety Guidelines 96
Employee Personal Protective Equipment (PPE) 96
Hazard Communication 96
Hazard Communication Training 97

EXHIBIT Q

Lock Out and Tag Out 97

Products at Wendy's **99**

Bacon **101**

Cleanliness 102
Food Safety 102
Service 102
Quality 103
Safety 103
Tools and Supplies 104
Tools and Supplies 104
Preparation 105
Preparing Bacon 105
Turning on the Combi-Oven (Preheating) 106
Combi-Oven Energy Saver Mode 107
Cooking 108
Cooking Bacon in the Standard Range Oven 108
Rotating Bacon (Standard Range Oven Only) 109
Cooking Bacon in a Combi-Oven 111
Holding Bacon 112
Ambient Bacon Holding for Topped French Fries 113
Ambient Holding Location for Pre-Torn Bacon 114
Emergency Cooking Procedures (DSG) 114
Close and Clean-Up 116
Storing & Reheating Carry-Over Bacon 116

Baked Goods **121**

Cleanliness 122
Food Safety 122
Service 122
Quality 123
Safety 123
Tools and Supplies 124
Set-Up 125
Setting Up the Oven 125
Display Case Setup 125
Display Case Location 126
Bakery Bags and Tong Storage 126
Baking Baked Goods 127
Holding Baked Goods 128
Display Case Stock Level 129
Serving 130
Serving Baked Goods 130
Post-Rush 130
Baked Goods During Post-Rush 130
Close and Clean-Up 131
Late Night and Close 131

Baked Potatoes **133**

Cleanliness 134

Food Safety 134
Service 134
Quality 135
Safety 135
Toppings Guide 136
Tools and Supplies 137
Preparation 138
Washing Potatoes 138
Prepared Potatoes 138
Wrapped Potatoes (Standard Range Oven) 138
Wrapping Potatoes (High-Speed Microwave Oven) 139
Storing Potatoes 139
Preparing Pans for Baked Potato Toppings 139
Set-Up 140
Setting Up the Sandwich Station 140
Operating the Standard Range Oven 140
Operating the High-Speed Microwave Oven 140
Baking 142
Projecting Baked Potatoes 142
Cooking Baked Potatoes 143
Emergency Cooking Procedure (Combi-Oven) 145
Placing Potatoes on the Speed Loading Tray (Standard Range Oven) 146
Transferring Potatoes to the Service Line 146
Holding Potatoes in the Holding Cabinets 147
Assembly 148
Blossoming and Chopping a Baked Potato 148
Topping a Bacon and Cheese Baked Potato 149
Topping a Cheese Baked Potato 149
Topping a Chili and Cheese Baked Potato 150
Topping a Sour Cream and Chive Baked Potato 150
Serving 150
Transition 151
Close and Clean-Up 152
Cleaning and Closing the Holding Cabinets 152
Drawers 152
Interior/Exterior 152
Daily 152
Restore Procedure 152
Daily Oven Cleaning 155
Weekly Oven Cleaning 157
Cleaning the Baked Potato Area 157

Beverages 159

Cleanliness 160
Food Safety 160
Service 160
Quality 161
Safety 161

EXHIBIT Q

Tools and Supplies 162
Preparation 164
- Checking Stock Levels 164
- Coffee Brewer - Preparing Coffee 164
- Tea Brewer - Making Unsweetened Tea 165
- Tea Brewer - Making Sweet Tea 165
- Cream Handling 165
- Cream Measure and Mixing Spoon 166
- Artificial Sweeteners 166
- Cold Brew Concentrate 166
- Lemonade Service Line Setup 167
- Lemonade 168
- Strawberry Lemonade – Optional Bubbler 168
- Bottled Water 169
- Frosty Cream for Frosty-ccino 169
- Individual Creamer Storage 170
- Lemons 170

Self-Service Drink Station 171
- Register Operator 171
- Operations Leader Walkthrough and Directions 171
- Order Taker 171
- Iced Tea 172
- Lemons 172
- Lemonade 173
- Cleaning 173

Dispensing Beverages 174
- Dispensing Carbonated Beverages 174
- Iced Tea and Sweet Tea 174
- Dispensing Signature Beverages 174
- Dispensing All-Natural Lemonade 175
- Dispensing Dave's Craft Lemonades 175
- Building Cold Brew Iced Coffee 176
- Building a Frosty-ccino 176
- Cold Milk (White or Chocolate) 177
- Ice Water 177
- Bottled Water 177
- Regular Coffee and Decaffeinated Coffee 177
- Hot Cocoa 179
- In-Sink-Erator Hot Water Dispenser 179
- Refills 179

Serving 180
- Serving Hot Beverages 180
- Serving Frosty-ccino Samples 180

Post-Rush and Maintenance 181
- Post-Rush and Maintenance 181
- Pre-Close and Late Night Lemonade 181

Close and Clean-Up 182
- Cleaning the Drink Station 182
- Cleaning the Ice Bin 182

Organizing the Reach-Ins 183
Bag-In-Box Connectors 183
Close and Clean Up Lemonade Bubbler 184
Cleaning the Coffee Maker 184
Monthly Deliming 185
Cold Brew Iced Coffee 185
Weekly Stainless Steel Thermal Carafe Cleaning 186
Cleaning the Iced Coffee/Tea Urn 186

Breads 189

Cleanliness 190
Food Safety 190
Service 190
Quality 190
Safety 191
Tools and Supplies 192
Set-Up 192
Setting up Breakfast Breads 192
Preparation 193
Keeping Fresh Buns 193
Frozen Buns 193
Thawing Breakfast Breads 193
Baking Biscuits 194
Holding Biscuits 194
Value Bun Procedures 196
Bun Usage Projections 196
Bun Warming 196
Emergency Value Bun Warming 197
Holding 198
Staging 198
Toasting Buns 200
Programming the Toaster 200
Toasting Breads 200
Requests to Toast Value Buns 201
Toaster Not Working 201
Bun Toasting Expectation 202
Toasting Troubleshooting Guide 203
On-Line Bun Warmers 205
Daily Cleaning 205
Weekly Cleaning 205
Amana Warming Oven 206
Daily Cleaning 206
Monthly Cleaning 206
Monthly Performance Test 206
Bun Quality Troubleshooting Guide for Amana Warmer 207
Bun Toaster 209
Weekly Cleaning 209
Silicone Belt Replacement 209
Transition 211

EXHIBIT Q

Transitioning to Lunch 211
Post-Rush 212
Toaster and Buns 212
Buns 212
Close and Clean-Up 212
Toaster and Buns 212
Buns 212
Jr. Breaded Chicken 213
Cleanliness 214
Food Safety 214
Service 214
Quality 214
Safety 215
Tools and Supplies 215
Set-Up 216
Pressure Fryer 216
On-Line Open Fryers 216
Cooking Jr. Breaded Chicken in On-Line Open Fryers 217
Preparation 217
Cooking Crispy Chicken in the Pressure Fryer 217
Holding Jr. Breaded Chicken 218
Transition 219
Transitioning to Lunch 219
Close and Clean-Up 219
Late Night and Close 219
Grilled Chicken 221
Cleanliness 222
Food Safety 222
Service 222
Quality 222
Safety 222
Tools and Supplies 223
Set-Up 223
Setting Up the Grill (DSG) 223
Preparation 224
Cooking Grilled Chicken (DSG) 224
Taking the Temperature of Grilled Chicken 224
Grilled Chicken Emergency Cooking (any DSG) 224
Holding Grilled Chicken 225
Transition 225
Post-Rush and Maintenance 226
Close and Clean-Up 227
Discarding Grilled Chicken 227
Storage 227
Clean Tools 227
Chicken Nuggets 229
Cleanliness 230

Food Safety 230
Service 230
Quality 230
Safety 231
Tools and Supplies 231
Set-Up 232
Setting Up the Fryer 232
Cooking in Online Open Fryers 232
High-Volume Cooking in Pressure Fryers 233
Chicken Nugget Serving 234
Chicken Nugget Build-To's 234
Transition 235
Transitioning to Lunch 235
Post-Rush and Maintenance 235
Restocking and Cleaning 235
Close and Clean-Up 235
Cleaning, Discarding and Storing 235

Premium Breaded Chicken 237
Cleanliness 238
Food Safety 238
Service 238
Quality 239
Safety 239
Tools and Supplies 240
Cooking 241
Cooking in Online Open Fryers 241
Cooking in the Pressure Fryer 242
Transition 243
Transitioning to Lunch 243
Close and Clean-Up 243
Multi-Purpose Holding Cabinet (MPHC) 243
Multi-Purpose Cabinet (MPC) 244

Chili 245
Cleanliness 246
Food Safety 246
Service 247
Quality 247
Safety 247
Tools and Supplies 248
Preparation 249
Chili Ingredient Thawing 249
Chili Ingredients 249
Preparing Chili Meat 250
Cleaning the Rapi-Kool Unit 251
Freezing the Rapi-Kool Unit 252
Set-Up 253
Transferring Chili to the Line 253
Cooking 253

EXHIBIT Q

Chili Cooker Setup 253
Cooking 254
Cooking Chili 254
Reheating Carry-Over Chili 255
Maintenance 257
Stirring Chili 257
Checking Chili Temperature 257
Chili Rehydration 257
Serving 258
Serving Chili 258
Family Chili (Optional) 259
Post-Rush 260
Changing Chili Pans 260
Completing the Chili Meat Bag Label 260
Close and Clean-Up 261
Cooling and Storing Chili 261
Breaking the Product Cycle 261
Cleaning Chili Cookers and Heat Wells 261

Eggs 263

Cleanliness 264
Food Safety 264
Quality 265
Safety 265
Tools and Supplies 265
Set-Up 266
Grill Surface Preparation 266
Preparation 267
Cooking Eggs 267
Holding Eggs 268
Transition 269
Transitioning to Lunch 269

Fish 271

Cleanliness 272
Food Safety 272
Service 272
Quality 272
Safety 272
Tools and Supplies 273
Set-Up 273
Setting Up the On-Line Fryers 273
Pressure Fryer 273
Preparation 274
Cooking in On-Line Fryers 274
Cooking in the Pressure Fryer 274
Oil Quality 276
Holding Fish 276
Post-Rush 277
Refill, Rotate, Restock, Clean 277

Late Night and Close 278
Check Sauce and Discard Fish 278

French Toast Sticks 279

Cleanliness - French Toast Sticks 280
Food Safety - French Toast Sticks 280
Quality - French Toast Sticks 280
Safety - French Toast Sticks 281
Tools and Supplies - French Toast Sticks 282
Set-Up 282
Setting Up the Fry Station 282
Cooking 283
Step 1: Get French Toast Sticks 283
Step 2: Cook French Toast Sticks 283
Step 3: Transfer French Toast Sticks 285
Step 4: Serve French Toast Sticks 285
Transition 286
Transitioning to Lunch 286

Fried Potatoes 287

Cleanliness 288
Food Safety 288
Service 288
Quality 289
Safety 289
Tools and Supplies 290
Set-Up 290
Setting Up the Fry Station 290
Set-Up 291
Assembling the Accusalt Dispenser 291
Cooking Fried Potatoes 292
Overview 292
Step 1: Get Fried Potatoes 292
Step 2: Cook Fried Potatoes 293
Step 3: Transfer Fried Potatoes 296
Step 4: Salt Fries 296
Step 5: Serve Fried Potatoes 297
Cooking & Serving No-Salt French Fries 297
Cooking Two Baskets of Fried Potatoes 297
Fry Station Holding Bin 298
Fry Use Projection 300
Staging Fries 300
Portion and Serve 300
Serving and Bagging Chili Cheese Fries 301
Serving and Bagging Cheese Fries 302
Serving and Bagging Baconator Fries 302
Transition 303
Transitioning to Lunch 303
Post-Rush and Maintenance 304
Skimming Fryer Oil 304

EXHIBIT Q

Quick-Filtering Oil and Topping Off Oil 304
Stocking the Fry Station 304
Cleaning the Fry Station 305
Cleaning the Fry Scoop 305
Close and Clean-Up 306
Closing the Fry Station 306
Washing the Fry Bin 306

Frosty 307

Cleanliness 308
Food Safety 308
Service 308
Quality 309
Safety 309
Tools and Supplies 310
Taylor Frosty Machine Parts 310
Frosty Hopper and Carburetor Tube 311
Frosty Drive Shaft, Seal, Beater, and Blades 311
Set-Up 313
Frosty Machine KAY-5® Sanitizer/Cleaner 313
Assembling the Frosty Machine 313
Sanitizing the Frosty Machine 316
Priming the Frosty Machine 318
Filling the Frosty Machine 319
Serving 319
Serving a Frosty 319
Serving a Frosty Float (available upon request) 320
Post-Rush and Maintenance 320
Exterior Cleanliness and Restock 320
Refilling the Frosty Machine 320
Close and Clean-Up 321
Disassembly and Cleaning the Frosty Machine 321
How to use Frosty Cleaning Brushes 323
Cleaning and Restocking 324

Lettuce 325

Cleanliness 326
Food Safety 326
Service 326
Quality 327
Safety 327
Tools and Supplies 328
Preparation 329
Setting Up the Lettuce Work Area 329
Preparing Pre-Chopped Romaine Lettuce for Romaine-Only Salads 330
Preparing Baby Romaine Sandwich Lettuce 330
Preparing Salad Blend 332
Clean-Up 334
Cleaning the Lettuce Work Area and Tools 334

EXHIBIT Q

Onions **335**
Cleanliness 336
Food Safety 336
Service 336
Quality 336
Safety 337
Tools and Supplies 337
Preparation 338
Pre-Sliced Onions 338
Dicing Onions 338
Close and Clean-Up 339
Cleaning the Onion Work Area 339

Salads **341**
Cleanliness 342
Food Safety 342
Service 343
Quality 343
Safety 343
Toppings Guide 344
Tools and Supplies 346
Preparation 348
General Preparation Guidelines 348
General Pre-Prepped Produce Storage Guidelines 349
Preparing Romaine-Only Salads 349
Preparing Spring Mix 349
Preparing Diced Tomatoes 350
Preparing Avocado 350
Preparing Shredded Pepper Jack Cheese 350
Preparing Shredded Cheddar Cheese 351
Preparing Italian Three-Cheese Blend 351
Preparing Blue Cheese Crumbles 352
Preparing Red and Green Apple Chunks 352
Preparing Dried Cranberries 353
Assembly 354
Assembling Taco Salads 354
Assembling Southwest Avocado Chicken Salads 354
Assembling Parmesan Caesar Chicken Salads 355
Assembling Apple Pecan Chicken Salads 356
Cleaning the Salad Prep Work Area 356
Service Procedures 357
Register Operator 357
Salad Service Guidelines 357
Cutting Chicken Fillets 357
Placing Cut Fillets on Salads 358
Serving Salads with Chicken on Side 359
Serving 359
Salad Storage Online 359
Serving a Southwest Avocado Chicken Salad 359

EXHIBIT Q

Serving a Parmesan Caesar Chicken Salad 360
Serving a Taco Salad 360
Serving an Apple Pecan Chicken Salad 360
Bagging Guidelines 360
Salad Accessory Kits 360
On-Line Salad Service Guidelines 362
Serving Dining Room Orders with Salad Products 362
Pick-Up Window (PUW) Orders 362
Post-Rush 363
Late Night 363
Close and Clean-Up 364
Salad Clean-Up 364
Optional On-Line Salad Preparation Clean-Up 364

Sandwiches 365

Cleanliness 366
Food Safety 367
Service 367
Second Sandwich Maker 368
Quality 369
Safety 369
Tools and Supplies 370
Breakfast Sandwich Assembly 371
Biscuit Breakfast Sandwiches 371
Breakfast Baconator 372
Classic Roll Sandwiches 373
Croissant Breakfast Sandwiches 374
Building a Sausage Gravy and Biscuit 375
Chicken Sandwich Assembly 376
Assembling an Asiago Ranch Chicken Club Sandwich 376
Assembling a Classic Chicken Sandwich 376
Assembling a Crispy Chicken Sandwich 377
Assembling a Crispy Chicken BLT Sandwich 377
Chicken Sandwich Assembly 378
Assembling a Grilled Chicken Sandwich 378
Assembling a Spicy Chicken Sandwich 379
Fish Sandwich Assembly 380
Assembling a Fish Sandwich 380
Hamburger Assembly 381
Baconator 381
Big Bacon Classic 382
Double Stack 383
Jr. Hamburger and Cheeseburger 383
Jr. Bacon Cheeseburger (JBC) 384
Jr. Cheeseburger Deluxe 385
Kids' Meal 385
Dave's Single, Double, and Triple 385
Son of Baconator 386
No Bun Sandwich 387

Wrapping & Bagging 389
Building a Sandwich 389
Wrapping Procedures 389
Wrapping Breakfast Sandwiches 389
Wrapping and Bagging Crispy Chicken Sandwiches 390
Wrapping and Bagging Premium Breaded Chicken Sandwiches 390
Wrapping and Bagging a Grilled Chicken Sandwich 390
Wrapping a Premium Fish Sandwich 390
Wrapping a Triple 391
Transition 391
Transitioning to Lunch 391

Sauces and Condiments 393

Cleanliness 394
Food Safety 394
Quality 394
Safety 394
Tools and Supplies 395
Preparation 396
Preparing Breakfast Cheese Sauce 396
Heating Breakfast Cheese Sauce 396
Preparing Cheddar Cheese Sauce 396
Heating Cheddar Cheese Sauce 397
Hydrating Cheddar Cheese Sauce 399
Emergency Cheddar Cheese Sauce Heating 399
Preparing Maple-Honey Butter 400
Preparing Ranch Sauce and Smoky Honey Mustard 400
Preparing Mayonnaise, Ketchup, Mustard, and Other Refrigerated LTO Sauces 401
Preparing Sausage Gravy 403
Transition 404
Transitioning to Lunch 404
Close and Clean-Up 404
Discarding Sauces and Condiments 404

Sausage Patties 405

Cleanliness 406
Food Safety 406
Quality 406
Safety 406
Tools and Supplies 407
Cooking 408
Cooking Sausage Patties in the Combi-Oven 408
Cooking Sausage Patties on the DSG 408
Cooking Sausage Patties in the Standard Range Oven 409
Serving 409
Serving Sausage Patties 409
Transition 409
Transitioning to Lunch 409
Carryover Sausage Patties 410

EXHIBIT Q

Tomatoes **411**
- Cleanliness 412
- Food Safety 412
- Service 413
- Quality 413
- Safety 413
- Tools and Supplies 414
- Preparation 415
  - Preparing the Tomato Work Area 415
  - Slicing Tomatoes 415
  - Sliced Tomatoes as Potentially Hazardous 417
  - Dicing Tomatoes 417
- Close and Clean-Up 418
  - Cleaning the Tomato Work Area 418

Positions at Wendy's **421**

Dining Room **423**
- Cleanliness 424
  - Overview 424
  - Tables 424
  - Chairs 425
  - Trays 425
  - High Chairs and Booster Chairs 426
  - Restrooms 426
  - Emptying Trash 427
  - Doors and Windows 427
  - Carpet and Tile 428
  - Condiment/Self-Serve Freestyle Drink Cabinet 428
  - Maintaining the Ketchup Pump 429
- Food Safety 429
- Service 430
  - Overview 430
  - Customer Relations 430
  - Customer Complaints 430
  - Customer Injury 431
- Quality 431
- Safety 431
- Tools and Supplies 432
- Set-Up 433
  - Overview 433
  - Window Shades 433
  - 2-Bucket Set Up 433
- Late Night Non-Service Activities 433
  - Customer Courtesy 433
  - Condiment Stand 434
  - Tables, Chairs, and Table Bases 434
  - Restrooms 435
  - Weekly Deliming 436
  - Miscellaneous Cleaning 436

EXHIBIT Q

Trash Receptacles 436
Close and Clean-Up 437
Condiment Stand 437
Ketchup Pumps 437
Trash Receptacles 438
Dining Room Carpet 438
Dining Room Doors and Windows 438
Entrance Mats 439
Restrooms 439

Dishwashing 441
Cleanliness 442
Food Safety 442
Service 442
Quality 442
Safety 442
Tools and Supplies 443
Chemical Blend Center 444
Chemical Blend Center Responsibilities 444
Chemical Blend Center 444
Operating the Dish Detergent and Water Dispenser 444
Operating the Sanitizer and Water Dispenser 445
Power Soak Sink 446
How it Works 446
Filling the Power Soak 447
Optional Wash Tank Heater 448
Automated 6-Step Dishwashing Cycle 448
Washing Dishes Throughout the Day 450
Sink Area Clean-Up 451
Power Soak Preventative Maintenance Duties 451
Warewash 453
How It Works 453
Opening the Warewash Machine 453
Washing Wares 454
Closing the Warewash Machine 454
Deliming Interior 455
Racking Wares 456
Weekly Cleaning 456
Replacing Chemicals 456
Troubleshooting 459
Manual Dishwashing 460
Filling the Sinks 460
Manual 6-Step Dishwashing Cycle 461
Sink Area Clean-Up 462

DSG (Modern/Image) 463
Cleanliness 464
Food Safety 465
Service 466
Quality 466

EXHIBIT Q

Safety 467
Tools and Supplies 468
Preparation 469
Hamburger Patty Storage 469
Taking Temperature of Meat 469
Cleaning the Top Platens 469
Removing Platen Release Sheets 470
Cleaning the Platens 470
Cleaning Platen Release Sheets 471
Installing Platen Release Sheets 471
Resetting the Grill 472
Setting Up and Turning on the Grill 472
Grill Towel and Sanitizer Pan Set-up 473
Setting Up the Meat Well 473
Operation 474
Grill Platens 474
Cooking-to-Serve 475
Cook Cycle Interrupted 476
Unloading Cooked Patties 476
Double Patties and Broken Patties 477
Using Standby 477
Requests for Well-Done Patties 478
Request for No-Salt Patties 478
Cooking Other Products 478
Staging on a Modern DSG 479
Staging and Projections on an Image DSG 480
Temporary Staging 481
Serving from the DSG 481
Multi-Purpose Holding Cabinet (MPC-554 for Image DSG) 482
Additional DSG Responsibilities 484
Overview 484
Assisting the DSG Operator 484
Taking DSG Meat Temperatures 484
Transition 486
Transitioning to Lunch 486
Post-Rush 487
Removing, Cleaning and Sanitizing DSG Tools 487
Grease Buckets 487
Cleaning the DSG Grill Surface 488
Chili Meat Storage - Service Line 488
Close 489
Cleaning the DSG during Late Night 489
Cooking to Order on the DSG 490
Turning Off the DSG at Close 490
Cleaning the DSG at Close 491
Cleaning the DSG Staging Side 491
Cleaning the DSG Cooking Side 492

Line Coordinator and Bagging 495

Quality 496
Service 496
Tray Arrangement from Behind Front Counter 497
Customer Complaints 497
PUW Coordinator - Additional Responsibilities 498
Tools and Supplies 499
Bagging Guidelines 500
Bagging Quick Reference Cards 501
Bagging Accessories Card 502
Breakfast Accessory Guidelines 502
Breakfast Product Bagging Guidelines 502

Order Taker 503

Cleanliness 504
Food Safety 504
Quality 504
Safety 504
Tools and Supplies 504
Inside Order Taker Service Responsibilities 505
Overview 505
Sample Guest Check 506
Inside Order Taker Service Responsibilities 507
Greeting the Customer 507
Completing the Guest Check 507
Thanking the Customer 509
Taking Multiple Orders 509
Monitoring Customer Flow 509
Outside Order Taker Service Responsibilities 510
Overview 510
Courtesy 510
Customer Orders 510
Order Calling 510
Additional Responsibilities 511

Register 513

Cleanliness 514
Food Safety 514
Service 514
Standard Practices 514
Order Taking 515
Suggestive Selling 516
Finishing the Order 516
Make Change 516
Thank the Customer 517
Restocking and Cleaning 517
Quality 517
Safety 517
Tools and Supplies 518
Pick-Up Window 519
Greeting and Order Taking 519

EXHIBIT Q

Change Window and Window Greeting Customers 519
Order Accuracy 519
Handling Money 520
Transactions 520
Coupons 520
Gift Cards 520
Cash Drawer Stripping 521
Short Change Prevention 521
Traveler's Checks 521
Checks 522
Robbery 523

Sandwich Station 525

Cleanliness 526
Food Safety 527
Service 527
Second Sandwich Maker 527
Quality 528
Safety 528
Tools and Supplies 529
Set-Up 530
Setting Up the Sandwich Station 530
Storing Tempered Cheese at the Sandwich Station 532
Serving 534
Disposable Vinyl Gloves 534
Applying Mustard 535
Serving Chicken 535
Serving Bacon 535
Serving Baked Potatoes 535
Post-Rush 536
Condiment Pans and Squeeze Bottles 536
Restocking Tempered Cheese 536
Daypart 5 Non-Service Activities 537
Sandwich Station 537
Close and Clean-Up 538
Sandwich Station 538

Appendices 539

Required Menu Items 540
Optional Menu Items 547
Hours of Operation 548

Quick References 549

Bacon 550
Baked Potatoes 551
Breads 552
Jr. Breaded Chicken 553
Grilled Chicken 554
Double-Sided Grills 554
Chicken Nuggets 555

EXHIBIT Q

Premium Breaded Chicken 555
Chili 556
Baked Goods 557
Dining Room 557
Dishwashing 558
Beverages 558
DSG (Modern/Image) 559
Fish 560
French Toast Sticks 560
Food Safety 561
Frosty 561
Fried Potatoes 562
Lettuce 563
Line Coordinator and Bagging 563
Oil Management 563
Onions 564
Register 564
Salads 565
Sandwiches 566
Sandwich Station 567
Tomatoes 567

Glossary **569**

Index **589**

EXHIBIT R-1 Operating Outlets By State

ALABAMA

10 S&M FOODS, LLC
602 HIGHWAY 80 E, DEMOPOLIS (334)654-9967
7 S & M FOODS, LLC
16056 HWY 280, CHELSEA (205)678-8857
8 S & M FOODS, LLC
967 GILBERTS FERRY RD, ATTALLA (256)260-9515
9 S&M FOODS, LLC
1600 COUNTY ROAD 437, CULLMAN 256)255-5725
ARAMARK EDUCATIONAL SERVICES, LLC
751 CAMPUS DRIVE, TUSCALOOSA (205)348-9284
BRK OF ALABAMA, LLC, BRYAN DOUGLAS RAY, KAREN M. RAY
2533 HWY 280, ALEXANDER CITY 256)234-0988
BRK OF ALABAMA, LLC, BRYAN DOUGLAS RAY, KAREN M. RAY
1500 NORTH COLLEGE STREET, AUBURN (334)821-8621
BRK OF ALABAMA, LLC, BRYAN DOUGLAS RAY, KAREN M. RAY
2607 HILTON GARDEN DRIVE, AUBURN (334)502-5000
BRK OF ALABAMA, LLC, BRYAN DOUGLAS RAY, KAREN M. RAY
1002 2ND AVE., OPELIKA (334)749-4895
BRK OF ALABAMA, LLC, BRYAN DOUGLAS RAY, KAREN M. RAY
2901 20TH AVENUE, VALLEY (334)768-2732
BRK OF ALABAMA, LLC, BRYAN DOUGLAS RAY, KAREN M. RAY
4624 HIGHWAY 231, WETUMPKA (334)514-3044
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2170 KENT DAIRY ROAD, ALABASTER (205)358-8161
M & J RESTAURANTS, INC., MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
14637 US-231 S, HAZEL GREEN (0)-
PILOT TRAVEL CENTERS LLC
3201 BUTTERMILK ROAD, COTTONDALE (205)562-9458
PILOT TRAVEL CENTERS LLC
6955 THEODORE DAWES RD, THEODORE (251)653-8830
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2931 MORGAN RD, BESSEMER (205)426-9944
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
800 ACADEMY DR., BESSEMER (205)425-3378
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2327 7TH AVENUE S., BIRMINGHAM (205)226-0960
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2727 HIGHWAY 280, BIRMINGHAM (205)871-0028
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
345 VALLEY AVE, BIRMINGHAM (205)942-7272
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
4671 HIGHWAY 280 EAST, BIRMINGHAM (205)438-6810
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
9870 PARKWAY EAST, BIRMINGHAM (205)854-3040
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1305 7TH STREET SOUTH, CLANTON (205)280-1200
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
410 E MEIGHAN BLVD, GADSDEN (256)515-7691
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
213 STATE FARM PKWY, HOMEWOOD (205)945-8630
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1791 MONTGOMERY HWY S, HOOVER (205)326-7255
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2801 US 78 E, JASPER (205)221-3005
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
104 BESSEMER SUPER HIGHWAY, MIDFIELD (205)923-4327
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1195 W. SOUTH BLVD, MONTGOMERY (334)284-4531
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2231 E SOUTH BLVD, MONTGOMERY (334)281-7284
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2545 CONG W L DICKINSON DR, MONTGOMERY (334)279-0436
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
5010 VAUGHN RD, MONTGOMERY (334)277-7540
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
5755 ATLANTA HIGHWAY, MONTGOMERY (334)277-8690
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
625 MADISON AVE, MONTGOMERY (334)264-7103
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
6930 E. CHASE LOOP, MONTGOMERY (334)277-9090
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
855 ANN STREET, MONTGOMERY (334)398-7079
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
579 CAHABA VALLEY RD, PELHAM (205)985-4443
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
3337 RAINBOW DRIVE, RAINBOW CITY (256)312-8291
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1101 N CHALKVILLE RD, TRUSSVILLE (205)655-5022
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
2060 W MAIN ST, CENTRE (256)927-7470
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
231 MAIN STREET EAST, RAINSVILLE (256)638-3225
STARBOARD GROUP OF ALABAMA, LLC
10393 HWY 5, BRENT (205)926-4943
STARBOARD GROUP OF ALABAMA, LLC
5801 AL HIGHWAY 157, CULLMAN (256)739-2252
STARBOARD GROUP OF ALABAMA, LLC
419 N. PELHAM ROAD, JACKSONVILLE (256)782-3241
STARBOARD GROUP OF ALABAMA, LLC
2045 VILLAGE DR, LEEDS (205)640-3533
STARBOARD GROUP OF ALABAMA, LLC
1920 MCFARLAND BLVD., NORTHPORT (205)339-2032
STARBOARD GROUP OF ALABAMA, LLC
45 JIMMY HINTON DR., OXFORD (256)835-7600
STARBOARD GROUP OF ALABAMA, LLC
75 TOWER ROAD, OXFORD (256)835-3110
STARBOARD GROUP OF ALABAMA, LLC
170 VAUGHAN LANE, PELL CITY (205)338-2045
STARBOARD GROUP OF ALABAMA, LLC
204 15TH STREET EAST, TUSCALOOSA(205)758-8855
STARBOARD GROUP OF ALABAMA, LLC
4422 OLD BIRMINGHAM HIGHWAY, TUSCALOOSA (205)633-2472
STARBOARD GROUP OF ALABAMA, LLC
5018 OSCAR BAXTER DR, TUSCALOOSA (205)752-1143
WEN-STAR, INC.
1532 S US HIGHWAY 231, OZARK (334)774-0780
WENDELTA, INC.
320 WEST BYPASS, ANDALUSIA (334)208-1779
WENDELTA, INC.
1714 S. COLLEGE STREET, AUBURN (706)231-5503
WENDELTA, INC.
85 NORTH DALEVILLE AVE, DALEVILLE (334)324-8891
WENDELTA, INC.
101 APPLE AVE., DOTHAN (334)446-1874
WENDELTA, INC.
2100 ROSS CLARK CIR S.W., DOTHAN (334)793-4516
WENDELTA, INC.
1002 FORT RUCKER BLVD., ENTERPRISE (334)347-7056
WENDELTA, INC.
1010 S EUFAULA AVE, EUFAULA (334)687-2140
WENDELTA, INC.
65 LIBERTY HILL PLACE, EVERGREEN (251)369-5069
WENDELTA, INC.
371 S GREENO ROAD, FAIRHOPE (251)990-6470
WENDELTA, INC.
2501 S. MCKENZIE ST, FOLEY (251)943-1656
WENDELTA, INC.
1275 HILLCREST ROAD, MOBILE (251)633-9400
WENDELTA, INC.
3113 AIRPORT BLVD., MOBILE (251)473-7501
WENDELTA, INC.
3464 SPRINGHILL AVE, MOBILE (251)281-5116
WENDELTA, INC.
3957 COTTAGE HILL ROAD, MOBILE (251)661-1466
WENDELTA, INC.
425 SCHILLINGER ROAD SOUTH, MOBILE (251)633-7543
WENDELTA, INC.
5405 HIGHWAY 90 W, MOBILE (251)677-9142
WENDELTA, INC.
5623 MOFFETT ROAD, MOBILE (251)380-0590
WENDELTA, INC.
959 GOVERNMENT BLVD, MOBILE (251)438-4987
WENDELTA, INC.
3550 HWY 280 431 N, PHENIX CITY (334)468-5894
WENDELTA, INC.
3896 US HIGHWAY 80 WEST, PHENIX CITY (706)231-4196
WENDELTA, INC.
21950 HWY 59 N., ROBERTSDALE (251)947-9430
WENDELTA, INC.
809 SARALAND BLVD S, SARALAND (251)214-3539
WENDELTA, INC.
30500 STATE HWY 181, SPANISH FORT (251)625-8555
WENDELTA, INC.
1101 HIGHWAY 231 S, TROY (334)566-3386
WENDELTA, INC., CARLISLE LLC, CHANCELLOR G. CARLISLE, CHANCELLOR G. CARLISLE, IN HIS CAPACI
806 MCMEANS AVE., BAY MINETTE (251)744-2930
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
7921 US HIGHWAY 431, ALBERTVILLE (256)878-9995
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1603 HWY 72 EAST, ATHENS (256)230-6800

WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
595 US HWY 431, BOAZ (256)593-7417
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1422 BELTLINE SW, DECATUR (256)350-1996
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
3240 POINT MALLARD PKWY, DECATUR 256)350-5195
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
370 B COX CREEK PARKWAY, FLORENCE (256)765-3781
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
905 FORT DALE ROAD, GREENVILLE (334)382-7771
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1701 GUNTER AVE, GUNTERSVILLE (256)582-7972
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
11300 COUNTY LINE, HUNTSVILLE (256)772-1345
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1624 US HIGHWAY 72 E., HUNTSVILLE (256)858-6566
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2005 HOBBS ROAD S.E., HUNTSVILLE (256)885-1926
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2080 SPARKMAN DRIVE, HUNTSVILLE (256)852-8320
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2750 CARL T. JONES DRIVE, HUNTSVILLE (256)880-0894
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2800 S MEMORIAL PKWY, HUNTSVILLE (256)534-3214
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
6102 UNIVERSITY DR NW, HUNTSVILLE (256)837-9487
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
7782 HIGHWAY 72 WEST, MADISON (256)890-0310
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
8814 HWY 20 W, MADISON 256)772-0502
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1401 WOODWARD AVE., MUSCLE SHOALS (256)381-9470
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
696 E MAIN STREET, PRATTVILLE (334)361-0421
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
793 BUSINESS PARK DRIVE, PRATTVILLE (334)365-2154
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
13679 HIGHWAY 43 S, RUSSELLVILLE (256)332-4249
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1403 COUNTY PARK RD, SCOTTSBORO (256)259-3710
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1790 ALABAMA HWY 14, SELMA 334)875-5194
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
816 W FORT WILLIAMS ST, SYLACAUGA (256)249-2697
WENDYS OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
602 HIGHWAY 31 SW, HARTSELLE (256)502-8278
WENDYS OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
6694 US 431 S HWY SE, OWENS CROSS ROADS (256)517-8161
WEST HILL RANCH GROUP, LLC, LAMAR FRADY, TURJO WADUD
901 BANKHEAD HWY W., BIRMINGHAM (205)324-5272

ALASKA

NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
11310 OLD SEWARD HWY, ANCHORAGE (907)344-0834
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
2323 FIFTH AVE., ANCHORAGE (907)279-8271
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
2927 SEWARD HWY, ANCHORAGE 907)258-4239
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
4407 SPENARD ROAD, ANCHORAGE (907)677-8890
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
7530 DEBARR RD, ANCHORAGE (907)885-9036
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
E 3395 TUDOR RD, ANCHORAGE (907)865-8640
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
1859 AIRPORT WAY, FAIRBANKS (907)328-2248
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
33 ST. NICHOLAS DRIVE, NORTH POLE (907)385-0240
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
400 W GLACIER VIEW AVE, PALMER (907)707-0240
NORTH-WEND FOODS, INC., JAY W. SUTHERLAND, STACIA A. SUTHERLAND
701 W PARKS HWY, WASILLA (907)631-0840

ARIZONA

A.G.E. ENTERPRISES, LLC, CRAIG L. EARLY RAY AN
3400 EAST SKY HARBOR BLVD, PHOENIX (602)273-3157
ARIZONA RESTAURANT COMPANY, LLC
180 E. OLD WEST HWY, APACHE JUNCTION (480)288-8486
ARIZONA RESTAURANT COMPANY, LLC
816 S WATSON RD., BUCKEYE (623)474-5734
ARIZONA RESTAURANT COMPANY, LLC
1127 E. FLORENCE, CASA GRANDE (520)836-6742
ARIZONA RESTAURANT COMPANY, LLC
4815 EAST CAREFREE HWY, CAVE CREEK (480)595-1036
ARIZONA RESTAURANT COMPANY, LLC
1045 S. ARIZONA AVE, CHANDLER (480)917-6855
ARIZONA RESTAURANT COMPANY, LLC
1175 W CHANDLER BLVD, CHANDLER (480)786-8865
ARIZONA RESTAURANT COMPANY, LLC
3893 S ARIZONA AVE, CHANDLER (480)895-8465
ARIZONA RESTAURANT COMPANY, LLC
5965 W. CHANDLER BLVD, CHANDLER (480)893-0770
ARIZONA RESTAURANT COMPANY, LLC
816 W WARNER, CHANDLER (480)814-8552
ARIZONA RESTAURANT COMPANY, LLC
2125 E BASELINE ROAD, GILBERT (480)926-3031
ARIZONA RESTAURANT COMPANY, LLC
4684 E. RAY RD., GILBERT (480)840-3043
ARIZONA RESTAURANT COMPANY, LLC
727 SOUTH COOPER ROAD, GILBERT (480)558-3828
ARIZONA RESTAURANT COMPANY, LLC
875 S. VAL VISTA, GILBERT (480)633-7994
ARIZONA RESTAURANT COMPANY, LLC
929 N. ARIZONA AVENUE, GILBERT (480)558-0285
ARIZONA RESTAURANT COMPANY, LLC
1178 N LITCHFIELD RD, GOODYEAR (623)935-5532
ARIZONA RESTAURANT COMPANY, LLC
21000 N JOHN WAYNE PKY, MARICOPA (520)374-5702
ARIZONA RESTAURANT COMPANY, LLC
1205 N. COUNTRY CLUB RD., MESA (480)964-0861
ARIZONA RESTAURANT COMPANY, LLC
1916 GREENFIELD RD, MESA (480)497-4665
ARIZONA RESTAURANT COMPANY, LLC
2019 N. POWER ROAD, MESA (480)924-7006
ARIZONA RESTAURANT COMPANY, LLC
2056 S. ELLSWORTH RD., MESA (480)986-0528
ARIZONA RESTAURANT COMPANY, LLC
4433 E. MAIN, MESA (480)832-0826
ARIZONA RESTAURANT COMPANY, LLC
6929 E. HAMPTON AVE, MESA (480)807-3021
ARIZONA RESTAURANT COMPANY, LLC
12630 N. TATUM BLVD., PHOENIX 602)374-6879
ARIZONA RESTAURANT COMPANY, LLC
1970 WEST GLENDALE AVE, PHOENIX (602)368-2985
ARIZONA RESTAURANT COMPANY, LLC
2024 EAST CAMELBACK ROAD, PHOENIX (602)955-1299
ARIZONA RESTAURANT COMPANY, LLC
20242 N. 27TH AVENUE, PHOENIX (623)587-4714
ARIZONA RESTAURANT COMPANY, LLC
2225 W CAMELBACK RD, PHOENIX (602)612-2122
ARIZONA RESTAURANT COMPANY, LLC
2346 E. MCDOWELL, PHOENIX (602)275-9593
ARIZONA RESTAURANT COMPANY, LLC
2375 E BASELINE RD, PHOENIX 480)397-2108
ARIZONA RESTAURANT COMPANY, LLC
2550 N. 75TH AVE., PHOENIX 623)873-2480
ARIZONA RESTAURANT COMPANY, LLC
2640 W THUNDERBIRD RD, PHOENIX (602)548-2217
ARIZONA RESTAURANT COMPANY, LLC
301 E. INDIAN SCHOOL RD., PHOENIX (602)265-9286

EXHIBIT R-1 Operating Outlets By State

ARIZONA RESTAURANT COMPANY, LLC
3201 E. WOOD ST, PHOENIX (602)612-4703
ARIZONA RESTAURANT COMPANY, LLC
3330 W. BETHANY HOME RD., PHOENIX (602)841-0209
ARIZONA RESTAURANT COMPANY, LLC
4701 E. BELL RD., PHOENIX (602)493-8168
ARIZONA RESTAURANT COMPANY, LLC
4902 E. RAY ROAD, PHOENIX (480)893-8806
ARIZONA RESTAURANT COMPANY, LLC
4915 E. CHANDLER BLVD., PHOENIX (480)705-0294
ARIZONA RESTAURANT COMPANY, LLC
5225 W. INDIAN SCHOOL RD., PHOENIX (623)247-6037
ARIZONA RESTAURANT COMPANY, LLC
602 E GREENWAY PARKWAY, PHOENIX (602)548-1511
ARIZONA RESTAURANT COMPANY, LLC
7530 W LOWER BUCKEYE RD, PHOENIX (0)-
ARIZONA RESTAURANT COMPANY, LLC
20943 E. RITTENHOUSE RD, QUEEN CREEK (480)902-4748
ARIZONA RESTAURANT COMPANY, LLC
15416 N PIMA ROAD, SCOTTSDALE (480)905-0672
ARIZONA RESTAURANT COMPANY, LLC
3014 N. SCOTTSDALE RD., SCOTTSDALE (480)945-5575
ARIZONA RESTAURANT COMPANY, LLC
4815 N PIMA ROAD, SCOTTSDALE (480)945-1445
ARIZONA RESTAURANT COMPANY, LLC
1405 W. BASELINE RD., TEMPE (480)756-0582
ARIZONA RESTAURANT COMPANY, LLC
1810 W. ELLIOT ROAD, TEMPE (480)361-1387
ARIZONA RESTAURANT COMPANY, LLC
2755 W. SOUTHERN AVE., TEMPE (602)414-9900
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
3422 WEST ANTHEM WAY, ANTHEM 623)551-6980
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
13885 N 59TH AVE, GLENDALE (602)298-6911
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
5906 WEST BELL ROAD, GLENDALE (602)439-5242
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
3520 W BASELINE ROAD, LAVEEN (602)237-2176
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
5114 N DYSART RD, LITCHFIELD PARK (602)671-7890
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
25774 N LAKE PLEASANT PKY, PEORIA (623)566-7296
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
8259 W PEORIA AVE, PEORIA (623)979-4828
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
3025 W. PEORIA AVE., PHOENIX (602)943-6306
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
3450 W GREENWAY, PHOENIX (602)548-1966
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
9905 W. CAMELBACK RD., PHOENIX (623)872-6455
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
12701 W BELL RD, SURPRISE (623)583-6271
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
15389 W. CACTUS, SURPRISE (623)975-3023
JMJ-LLC, JASON M. PASTORE, YVONNE J. PASTORE
16859 W. BELL ROAD, SURPRISE (623)584-3485
MANZANITA, LLC, MARY M. PEREZ, ROBERTO L. PEREZ
1018 E BASELINE RD, TEMPE (480)839-3251
PILOT TRAVEL CENTERS LLC
900 NORTH 99TH AVENUE, AVONDALE (623)478-0990
PILOT TRAVEL CENTERS LLC
I-10 EXIT 1 FRONTAGE ROAD N., EHRENBERG (928)923-8911
PILOT TRAVEL CENTERS LLC
14750 AZ-95, LAKE HAVASU CITY (928)764-3030
PILOT TRAVEL CENTERS LLC
769 E FRONTAGE RD, RIO RICO (520)377-0002
PROMAR CORPORATION, MARY M. PEREZ, ROBERTO L. PEREZ
2867 S. SAN TAN VILLAGE PKWY, GILBERT (480)814-1688
PROMAR CORPORATION, MARY M. PEREZ, ROBERTO L. PEREZ
84 E. GERMANN ROAD, GILBERT (480)855-7745
PROMAR CORPORATION, MARY M. PEREZ, ROBERTO L. PEREZ
10714 E. SOUTHERN AVENUE, MESA (480)357-8246
PROMAR CORPORATION, MARY M. PEREZ, ROBERTO L. PEREZ
515 W. WARNER ROAD, TEMPE (480)783-4887
RAY AN ENTERPRISES, LLC, CHANTHA T. AN, RAY AN
8273 W. UNION HILLS, GLENDALE (623)561-6827
RAY AN ENTERPRISES, LLC, CHANTHA T. AN, RAY AN
2057 HIGHWAY 60, MIAMI (928)425-3744
RAY AN ENTERPRISES, LLC, CHANTHA T. AN, RAY AN
911 BEELINE HWY S, PAYSON (928)474-3197
RAY AN ENTERPRISES, LLC, CHANTHA T. AN, RAY AN
2226 W DEER VALLEY ROAD, PHOENIX (623)780-2006
RAY AN ENTERPRISES, LLC, CHANTHA T. AN, RAY AN
5201 SOUTH WHITE MOUNTAIN ROAD, SHOW LOW (928)537-7293
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
531 W. 4TH STREET, BENSON (520)586-2388
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
1100 FRY BLVD, SIERRA VISTA (520)458-5954
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
1005 N. CAMPBELL AVE., TUCSON (520)327-3944
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
1540 W VALENCIA RD, TUCSON (520)434-9289
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
1602 WEST ST. MARYS ROAD, TUCSON (520)884-9665
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
3171 E VALENCIA, TUCSON (520)746-3951
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
3535 E. IRVINGTON ROAD, TUCSON (520)790-0575
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
3643 N. CAMPBELL, TUCSON (520)319-8139
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
3780 W ORANGE GROVE RD, TUCSON (520)297-1370
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
4301 N. ORACLE RD., TUCSON (520)888-0885
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
5391 E SPEEDWAY, TUCSON (520)323-9252
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
5639 W. CORTARO FARMS ROAD, TUCSON (520)572-0894
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
6441 E. 22ND ST., TUCSON (520)745-2799
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
6961 EAST BROADWAY, TUCSON (520)296-6850
TRIWEST RESTAURANTS, L.L.C., RICHARD W. HOLLAND
7675 N. LA CHOLLA BLVD., TUCSON (520)877-8062
VESSEL OPERATING HOLDCO LLC
1858 E APACHE BLVD, TEMPE (0)-
VESSEL OPERATING HOLDCO LLC
2115 S MCCLINTOCK DR, TEMPE (0)-
VZONE, L.L.C., JESSE R. VEZEY, THOMAS K. VEZEY
17218 E SHEA BLVD, FOUNTAIN HILLS (480)837-2551
WENZONA BULLHEAD CITY, LLC, GAIL A. BURKIS, KENNETH C. DRAKE, KYLE A. DRAKE, RUDY MENA
2280 SOUTH HWY 95, BULLHEAD CITY (928)763-8826
WENZONA CAMP VERDE, LLC, KENNETH C. DRAKE
1897 PUEBLO RIDGE, CAMP VERDE (928)567-9276
WENZONA EAST FLAGSTAFF, INC., KENNETH C. DRAKE
4507 NORTH HIGHWAY 89, FLAGSTAFF (928)522-0079
WENZONA EAST YUMA, LLC, KENNETH C. DRAKE, KYLE A. DRAKE, RUDY MENA
8007 E 32ND ST, YUMA (928)726-9412
WENZONA FLAGSTAFF, INC., K. JOSEPH NACKARD, KENNETH C. DRAKE
1601 S. MILTON ROAD, FLAGSTAFF (928)774-2622
WENZONA GRAND CANYON, LLC, GAIL A. BURKIS, KENNETH C. DRAKE, KYLE A. DRAKE, RUDY MENA
372 RT 64, TUSAYAN (928)638-6484
WENZONA KINGMAN, LLC, GAIL A. BURKIS, KENNETH C. DRAKE, KYLE A. DRAKE, RUDY MENA
920 WEST BEALE STREET, KINGMAN (928)718-0911
WENZONA PRESCOTT VALLEY, LLC, KENNETH C. DRAKE
3020 GLASSFORD HILL ROAD, PRESCOTT VALLEY (928)772-5316
WENZONA YUMA, INC., KENNETH C. DRAKE
351 EAST 16TH STREET, YUMA (928)782-6786

ARKANSAS

FOURJAY, L.L.C., J. HOWARD MARTINDALE
3130 PINE ST, ARKADELPHIA (870)246-5077
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1425 ST LOUIS, BATESVILLE (870)793-7213
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1706 MILITARY RD., BENTON (501)776-2077
FOURJAY, L.L.C., J. HOWARD MARTINDALE
814 S. WALTON BLVD., BENTONVILLE (479)271-7232
FOURJAY, L.L.C., J. HOWARD MARTINDALE
2206 N. REYNOLDS ROAD, BRYANT (501)847-1350
FOURJAY, L.L.C., J. HOWARD MARTINDALE
2 K-MART PLAZA, CABOT (501)843-4922
FOURJAY, L.L.C., J. HOWARD MARTINDALE
550 EAST CENTERTON BLVD, CENTERTON (479)795-1575
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1308 S. ROGERS STREET, CLARKSVILLE (479)754-7299
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1200 HWY 64 WEST, CONWAY (501)450-7594
FOURJAY, L.L.C., J. HOWARD MARTINDALE
311 OAK ST., CONWAY (501)327-0311
FOURJAY, L.L.C., J. HOWARD MARTINDALE
3750 DAVE WARD DRIVE, CONWAY (501)548-0143
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1008 NORTHWEST AVE, EL DORADO (870)862-0901

FOURJAY, L.L.C., J. HOWARD MARTINDALE
281 W. MAIN ST., FARMINGTON (479)300-2200
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1473 W MARTIN LUTHER KING JR. BLVD., FAYETTEVILLE (479)443-2501
FOURJAY, L.L.C., J. HOWARD MARTINDALE
2673 EAST MISSION BLVD, FAYETTEVILLE (479)571-1274
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1000 TOWSON AVE, FORT SMITH (479)782-9486
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1924 S ZERO ST, FORT SMITH (479)648-8756
FOURJAY, L.L.C., J. HOWARD MARTINDALE
8210 ROGERS AVENUE, FORT SMITH (479)478-6012
FOURJAY, L.L.C., J. HOWARD MARTINDALE
917 HIGHWAY 62 65 N, HARRISON (870)741-4360
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1511 ALBERT PIKE ROAD, HOT SPRINGS (501)623-6864
FOURJAY, L.L.C., J. HOWARD MARTINDALE
4332 CENTRAL AVENUE, HOT SPRINGS NATIONAL PARK (501)525-6447
FOURJAY, L.L.C., J. HOWARD MARTINDALE
708 WEST MAIN STREET, JACKSONVILLE (501)982-1192
FOURJAY, L.L.C., J. HOWARD MARTINDALE
10623 W MARKHAM, LITTLE ROCK (501)221-1062
FOURJAY, L.L.C., J. HOWARD MARTINDALE
10924 COLONEL GLEN ROAD, LITTLE ROCK (501)954-7853
FOURJAY, L.L.C., J. HOWARD MARTINDALE
11319 RODNEY PARHAM RD., LITTLE ROCK (501)224-1319
FOURJAY, L.L.C., J. HOWARD MARTINDALE
17717 CANTRELL RD, LITTLE ROCK (501)367-8345
FOURJAY, L.L.C., J. HOWARD MARTINDALE
3923 S. UNIVERSITY, LITTLE ROCK (501)568-0266
FOURJAY, L.L.C., J. HOWARD MARTINDALE
4920 W. MARKHAM, LITTLE ROCK (501)663-7242
FOURJAY, L.L.C., J. HOWARD MARTINDALE
604 EAST BROADWAY ST, LITTLE ROCK (501)372-1926
FOURJAY, L.L.C., J. HOWARD MARTINDALE
8901 BASELINE ROAD, LITTLE ROCK (501)565-6545
FOURJAY, L.L.C., J. HOWARD MARTINDALE
905 S. BROADWAY, LITTLE ROCK (501)372-0116
FOURJAY, L.L.C., J. HOWARD MARTINDALE
48 HWY 79 N, MAGNOLIA (870)234-7211
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1902 MARTIN LUTHER KING BLVD, MALVERN (501)332-2177
FOURJAY, L.L.C., J. HOWARD MARTINDALE
120 CARNAHAN DRIVE, MAUMELLE (501)803-0248
FOURJAY, L.L.C., J. HOWARD MARTINDALE
335 HIGHWAY 425 NORTH, MONTICELLO (870)367-8734
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1631 E HARDING ST, MORRILTON (501)354-4119
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1123 HIGHWAY 62 EAST, MOUNTAIN HOME (870)424-4422
FOURJAY, L.L.C., J. HOWARD MARTINDALE
3924 MCCAIN BLVD, NORTH LITTLE ROCK (501)753-6918
FOURJAY, L.L.C., J. HOWARD MARTINDALE
301 SLACK STREET, PEA RIDGE (479)488-6094
FOURJAY, L.L.C., J. HOWARD MARTINDALE
2909 WEST 28TH AVENUE, PINE BLUFF (870)534-8582
FOURJAY, L.L.C., J. HOWARD MARTINDALE
2910 PINES MALL DRIVE, PINE BLUFF (870)536-3576
FOURJAY, L.L.C., J. HOWARD MARTINDALE
2200 WEST WALNUT, ROGERS (479)621-6757
FOURJAY, L.L.C., J. HOWARD MARTINDALE
215 SR 331, RUSSELLVILLE (479)890-5994
FOURJAY, L.L.C., J. HOWARD MARTINDALE
721 N. ARKANSAS AVE., RUSSELLVILLE (479)968-2304
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1707 E. RACE AVE, SEARCY (501)268-4942
FOURJAY, L.L.C., J. HOWARD MARTINDALE
8500 HIGHWAY 107, SHERWOOD (501)835-4575
FOURJAY, L.L.C., J. HOWARD MARTINDALE
3355 HWY 412 EAST, SILOAM SPRINGS (479)238-1200
FOURJAY, L.L.C., J. HOWARD MARTINDALE
2000 SOUTH PLEASANT, SPRINGDALE (479)872-2866
FOURJAY, L.L.C., J. HOWARD MARTINDALE
4621 WEST SUNSET DRIVE, SPRINGDALE (479)750-2805
FOURJAY, L.L.C., J. HOWARD MARTINDALE
405 EAST 22ND STREET, STUTTGART (870)672-8600
FOURJAY, L.L.C., J. HOWARD MARTINDALE
1610 FAYETTEVILLE ROAD, VAN BUREN (479)471-7323
MDCOX AND TOWNSEND PARTNERS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, KRISTI FLOYD, LISA WRIGHT, TOWNSEND
110 E. 49TH STREET, TEXARKANA (870)773-6021
WEN TENNESSEE, LLC
3779 E MAIN ST, BLYTHEVILLE (870)409-4635
WEN TENNESSEE, LLC
1802 FIRST SECURITY WAY, JONESBORO (870)888-4010
WEN TENNESSEE, LLC
2308 EAST PARKER ROAD, JONESBORO (870)802-0364
WEN TENNESSEE, LLC
3102 SOUTHWEST DRIVE, JONESBORO (870)932-3305
WEN TENNESSEE, LLC
3262 I-55 SERVICE ROAD, MARION (901)443-7217
WEN TENNESSEE, LLC
2806 W KINGSHIGHWAY, PARAGOULD (870)236-4092
WEN TENNESSEE, LLC
1100 MARTIN LUTHER KING BLVD, WEST MEMPHIS (870)733-1765
WEN TENNESSEE, LLC
1223 MISSOURI STREET, WEST MEMPHIS (870)735-3088
WENBULL, INC., DAVID WARREN HALE, WILLIAM D. HALE
2207 HIGHWAY 67 S, POCAHONTAS (870)892-4998
WEND-XX OF ARKANSAS, INC., A. MARK TOWNSEND, EVELYN R. ANDRES, JAMES MICHAEL COX, KENNETH M. COX, JR.
1615 NORTH HERVEY STREET, HOPE (870)777-7682
WEND-XX, INC., A. MARK TOWNSEND, EVELYN R. ANDRES, JAMES MICHAEL COX, KENNETH M. COX, JR.
901 HIGHWAY 71 NORTH, MENA (479)394-1572
WENDELTA, INC.
278 RICHMOND HL, WEST HELENA (870)572-1332
WENTEX FOODS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, MICHAEL S. JONES, SAMUEL T. MARK
2202 NORTH MAIN STREET, BRINKLEY (870)589-5050

CALIFORNIA

AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
4447 CENTRAL PLACE, FAIRFIELD (707)864-5626
AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
393 E 10TH ST, GILROY (408)842-1036
AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
5943 PACHECO BLVD, MARTINEZ (925)686-2790
AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
1339 NORTH MAIN, SALINAS (831)449-4466
AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
2275 MC KEE ROAD, SAN JOSE (408)923-3502
AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
990 SARATOGA AVE, SAN JOSE (408)243-5339
AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
1180 FREMONT, SEASIDE (831)899-5191
AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
1377 MONTE VISTA, VACAVILLE (707)446-8669
AMAASH CORPORATION, LUBNA ARIF SHAIKH, MOHAMMED ARIF SHAIKH
1480 FREEDOM BLVD, WATSONVILLE (831)724-8484
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
680 N. EUCLID AVE., ANAHEIM (714)776-5512
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
3101 BALDWIN PARK BOULEVARD, BALDWIN PARK (626)962-7900
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
7570 ORANGETHORPE, BUENA PARK (714)994-3402
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
23750 MAIN ST., CARSON (310)952-9918
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
14165 PIPELINE AVENUE, CHINO (909)548-4371
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
13005 PEYTON DRIVE, CHINO HILLS (909)902-0205
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
15931 POMONA RINCON ROAD, CHINO HILLS (909)310-6149
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
1110 S. MT. VERNON AVE., COLTON (909)825-8499
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
970 E. BADILLO, COVINA (626)858-1956
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
14305 LAKEWOOD, DOWNEY (562)630-0875
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
3520 N. PECK RD, EL MONTE (626)416-5076
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
2810 EAST IMPERIAL, FULLERTON (714)990-4801

EXHIBIT R-1 Operating Outlets By State

CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
2891 W. 120TH STREET, HAWTHORNE (323)777-2098
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
3504 W. CENTURY BLVD., INGLEWOOD (310)673-5382
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
113 PEREIRA DRIVE-UNIV OF CA, IRVINE (949)824-3097
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
14386 CULVER DRIVE, IRVINE (949)857-0152
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
15732 ARROW HIGHWAY, IRWINDALE (626)338-1977
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
1501 W IMPERIAL HWY, LA HABRA (562)691-1349
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
14960 LA MIRADA BLVD, LA MIRADA (714)521-5170
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
15700 VALLEY VIEW AVE, LA MIRADA (562)926-7883
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
24761 ALICIA PKWY., LAGUNA HILLS (949)951-7679
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
28961 GOLDEN LANTERN, LAGUNA NIGUEL (949)495-5327
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
14502 HAWTHORNE BLVD., LAWNDALE (310)679-6009
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI, 6620 ATLANTIC AVENUE, LONG BEACH (562)423-3400
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
5291 HOLT BLVD., BLDG #3, MONTCLAIR (909)447-5547
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
12410 DAY STREET, MORENO VALLEY (951)697-0335
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
22320 CACTUS AVE, MORENO VALLEY (951)656-1696
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
12138 EAST IMPERIAL HIGHWAY, NORWALK (562)868-8633
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
941 N. MILLEKEN AVE., ONTARIO (909)481-3588
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
3077 W TEMPLE AVE, POMONA (909)598-5681
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
30471 AVENIDA DE LAS FLORES
RANCHO SANTA MARGARITA (949)888-4665
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
10020 ARLINGTON AVE, RIVERSIDE (951)324-1356
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
11430 BEACH BLVD, STANTON (714)622-4373
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
27925 ENCANTO DR., SUN CITY (951)672-2815
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
2404 SEPULVEDA BLVD, TORRANCE (424)263-2824
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
13922 REDHILL AVENUE, TUSTIN (714)669-0871
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
2119 BASELINE ROAD, UPLAND (909)931-0376
CONTINENTAL FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
2300 S. AZUSA AVENUE, WEST COVINA (626)964-4740
COTTI FOODS CALIFORNIA, INC.
8600 CURBARIL AVE, ATASCADERO (805)538-5088
COTTI FOODS CALIFORNIA, INC.
525 HIGHLAND SPRINGS AVE., BEAUMONT (951)769-6692
COTTI FOODS CALIFORNIA, INC.
19018 SOLEDAD CANYON RD, CANYON COUNTRY (661)250-7825
COTTI FOODS CALIFORNIA, INC.
1090 N. PEPPER AVE., COLTON (909)514-0218
COTTI FOODS CALIFORNIA, INC.
3515 GRAND OAK AVE, CORONA (951)893-1787
COTTI FOODS CALIFORNIA, INC.
401 N. MCKINLEY AVE., CORONA (951)372-8216
COTTI FOODS CALIFORNIA, INC.
415 MAGNOLIA, CORONA (951)737-8441
COTTI FOODS CALIFORNIA, INC.
705 N. MAIN ST, CORONA (951)735-2739
COTTI FOODS CALIFORNIA, INC.
14439 BASELINE AVENUE, FONTANA (909)356-8622
COTTI FOODS CALIFORNIA, INC.
15110 EAST SUMMIT AVE., FONTANA (909)463-2319
COTTI FOODS CALIFORNIA, INC.
16984 VALLEY BLVD., FONTANA (909)355-1702
COTTI FOODS CALIFORNIA, INC.
1325 S LONEHILL AVE., GLENDORA (909)394-7414
COTTI FOODS CALIFORNIA, INC.
706 W ROUTE 66, GLENDORA (909)275-7468
COTTI FOODS CALIFORNIA, INC.
3450 W FLORIDA BLVD, HEMET (951)766-0532
COTTI FOODS CALIFORNIA, INC.
13342 MAIN STREET, HESPERIA (760)244-2455
COTTI FOODS CALIFORNIA, INC.
17375 MAIN STREET, HESPERIA (760)948-1628
COTTI FOODS CALIFORNIA, INC.
18689 BEAR VALLEY RD, HESPERIA (760)948-1738
COTTI FOODS CALIFORNIA, INC.
27879 BASELINE AVENUE, HIGHLAND (909)862-0481
COTTI FOODS CALIFORNIA, INC.
63 TECHNOLOGY DRIVE, IRVINE (949)727-7018
COTTI FOODS CALIFORNIA, INC.
79-275 HIGHWAY 111, LA QUINTA (760)564-9789
COTTI FOODS CALIFORNIA, INC.
29275 CENTRAL AVENUE, LAKE ELSINORE (951)471-3620
COTTI FOODS CALIFORNIA, INC.
2438 CARSON ST, LAKEWOOD (562)420-4642
COTTI FOODS CALIFORNIA, INC.
27251 NEWPORT RD, MENIFEE (951)381-6685
COTTI FOODS CALIFORNIA, INC.
12671 MORENO BEACH DRIVE, MORENO VALLEY (951)601-9168
COTTI FOODS CALIFORNIA, INC.
1890 EAST G STREET, ONTARIO (909)390-1180
COTTI FOODS CALIFORNIA, INC.
590 E HOLT BLVD, ONTARIO (909)391-3624
COTTI FOODS CALIFORNIA, INC.
3739 W. CHAPMAN AVE., ORANGE (714)385-1665
COTTI FOODS CALIFORNIA, INC.
78030 COUNTRY CLUB DR., PALM DESERT (442)305-1900
COTTI FOODS CALIFORNIA, INC.
1830 N. PERRIS BLVD., PERRIS (951)443-4441
COTTI FOODS CALIFORNIA, INC.
12240 HIGHLAND AVENUE, RANCHO CUCAMONGA (909)899-7371
COTTI FOODS CALIFORNIA, INC.
9050 FOOTHILL BLVD, RANCHO CUCAMONGA (909)466-0541
COTTI FOODS CALIFORNIA, INC.
72837 DINAH SHORE BLVD, RANCHO MIRAGE (760)321-8614
COTTI FOODS CALIFORNIA, INC.
1991 REDLANDS BLVD., REDLANDS (909)307-3305
COTTI FOODS CALIFORNIA, INC.
1260 W. FOOTHILL BLVD., RIALTO (909)873-2406
COTTI FOODS CALIFORNIA, INC.
3565 CENTRAL AVE, RIVERSIDE (951)328-7951
COTTI FOODS CALIFORNIA, INC.
8745 TRAUTWEIN ROAD, RIVERSIDE (951)780-5846
COTTI FOODS CALIFORNIA, INC.
2077 EAST HIGHLAND AVENUE, SAN BERNARDINO (909)521-1900
COTTI FOODS CALIFORNIA, INC.
1841 S. SAN JACINTO AVE, SAN JACINTO (951)654-2103
COTTI FOODS CALIFORNIA, INC.
24525 LYONS AVENUE, SANTA CLARITA (661)284-1619
COTTI FOODS CALIFORNIA, INC.
28180 NEWHALL RANCH ROAD, SANTA CLARITA (661)295-7710
COTTI FOODS CALIFORNIA, INC.
2120 N PREISKER LANE, SANTA MARIA (805)429-0030
COTTI FOODS CALIFORNIA, INC.
1340 LINCOLN BLVD, SANTA MONICA (310)917-1529
COTTI FOODS CALIFORNIA, INC.
26538 BOUQUET CANYON, SAUGUS (661)296-6553
COTTI FOODS CALIFORNIA, INC.
3907 COCHRAN ST, SIMI VALLEY (805)579-7390
COTTI FOODS CALIFORNIA, INC.
5326 TORRANCE BLVD, TORRANCE (310)316-1275

EXHIBIT R-1 Operating Outlets By State

COTTI FOODS CALIFORNIA, INC.
187 S. MOUNTAIN AVE, UPLAND (909)982-9370
COTTI FOODS CALIFORNIA, INC.
27544 THE OLD ROAD, VALENCIA (661)287-1635
COTTI FOODS CALIFORNIA, INC.
14181 US HWY 395, VICTORVILLE (760)243-3578
COTTI FOODS CALIFORNIA, INC.
14303 BEAR VALLEY ROAD, VICTORVILLE (760)956-7973
COTTI FOODS CALIFORNIA, INC.
14798 LAPAZ DRIVE, VICTORVILLE (760)241-0699
DEPENDABLE FOODS, INC., NAVDIP S. DHILLON, PIRTHIPAL DHILLON
1809 A STREET, ANTIOCH (925)757-1884
DEPENDABLE FOODS, INC., NAVDIP S. DHILLON, PIRTHIPAL DHILLON
2243 LOVERIDGE ROAD, PITTSBURG (925)427-7058
DESMOND FOODS, L.P.
6435 ANTELOPE ROAD, CITRUS HEIGHTS (916)725-5883
DESMOND FOODS, L.P.
7983 GREENBACK LANE,CITRUS HEIGHTS (916)721-1380
DESMOND FOODS, L.P.
8871 BOND ROAD, ELK GROVE (916)685-0620
DESMOND FOODS, L.P.
9120 HARBOR POINT DR., ELK GROVE (916)683-4318
DESMOND FOODS, L.P.
1101 RILEY AVE, FOLSOM (916)983-0241
DESMOND FOODS, L.P.
2505 IRON POINT DR., FOLSOM (916)984-8554
DESMOND FOODS, L.P.
2710 SUNRISE BLVD., RANCHO CORDOVA (916)851-1561
DESMOND FOODS, L.P.
348 N. SUNRISE AVENUE, ROSEVILLE (916)784-9428
DESMOND FOODS, L.P.
924 PLEASANT GROVE BLVD, ROSEVILLE (916)789-1719
DESMOND FOODS, L.P.
1471 MEADOWVIEW RD, SACRAMENTO (916)391-9891
DESMOND FOODS, L.P.
2360 ARENA BLVD., SACRAMENTO (916)800-9662
DESMOND FOODS, L.P.
2646 WATT AVENUE, SACRAMENTO (916)483-1539
DESMOND FOODS, L.P.
2750 POWER INN ROAD, SACRAMENTO (916)383-4140
DESMOND FOODS, L.P.
4180 NORTHGATE BLVD., SACRAMENTO (916)925-1220
DESMOND FOODS, L.P.
4320 WATT AVE, SACRAMENTO (916)482-9404
DESMOND FOODS, L.P.
7931 E STOCKTON BLVD, SACRAMENTO (916)688-3002
DESMOND FOODS, L.P.
10512 TRINITY PARK, STOCKTON (209)477-4520
DESMOND FOODS, L.P.
3810 EAST HAMMER LANE, STOCKTON (209)952-0333
DESMOND FOODS, L.P.
4431 E. WATERLOO ROAD, STOCKTON (209)931-8355
DESMOND FOODS, L.P.
725 WEST HAMMER LANE, STOCKTON (209)472-0557
DEVA GROUP, LLC, BADRUDDIN A. DAMANI, IMRAN DAMANI
2048 W AVENUE I, LANCASTER (661)723-9441
EASTBAY EQUITIES, INC.
2560 BELL RD, AUBURN (530)823-1675
EASTBAY EQUITIES, INC.
6021 LONE TREE WAY, BRENTWOOD (925)513-7293
EASTBAY EQUITIES, INC.
2475 CASTRO VALLEY BLVD., CASTRO VALLEY (510)581-4380
EASTBAY EQUITIES, INC.
2421 COHASSET ROAD, CHICO (530)345-8857
EASTBAY EQUITIES, INC.
7143 DUBLIN BLVD, DUBLIN (925)828-2325
EASTBAY EQUITIES, INC.
529 BROADWAY, EUREKA (707)441-4900
EASTBAY EQUITIES, INC.
2045 NORTH TEXAS, FAIRFIELD (707)429-2199
EASTBAY EQUITIES, INC.
39175 BLACOW ROAD, FREMONT (510)791-8428
EASTBAY EQUITIES, INC.
5535 AUTOMALL PARKWAY, FREMONT (510)687-9720
EASTBAY EQUITIES, INC.
875 SUTTON WAY, GRASS VALLEY (0)-
EASTBAY EQUITIES, INC.
23969 MISSION BLVD., HAYWARD (510)538-6320
EASTBAY EQUITIES, INC.
1051 AIRWAY BLVD, LIVERMORE (925)245-0698
EASTBAY EQUITIES, INC.
207 S VASCO RD, LIVERMORE (925)606-1750
EASTBAY EQUITIES, INC.
1450 TRANCAS ST, NAPA (707)252-6855
EASTBAY EQUITIES, INC.
5211 BROADWAY, OAKLAND (510)654-3711
EASTBAY EQUITIES, INC.
500 E WASHINGTON ST, PETALUMA (707)762-4790
EASTBAY EQUITIES, INC.
2620 HILLTOP DR., REDDING (530)221-7373
EASTBAY EQUITIES, INC.
12201 SAN PABLO AVENUE, RICHMOND (510)236-7649
EASTBAY EQUITIES, INC.
17435 HESPERIAN BLVD, SAN LORENZO (510)481-2481
EASTBAY EQUITIES, INC.
2222 SAN RAMON VALLEY BLVD, SAN RAMON (925)380-6592
EASTBAY EQUITIES, INC.
1850 SANTA ROSA AVENUE, SANTA ROSA (707)575-7842
EASTBAY EQUITIES, INC.
13050 MONO WAY, SONORA (209)532-0023
EASTBAY EQUITIES, INC.
1001 REDWOOD, VALLEJO (707)643-2270
EASTBAY EQUITIES, INC.
2955 NORTH MAIN ST., WALNUT CREEK (925)937-7269
EDDIE CHENG CORPORATION
1012 N. STATE COLLEGE BLVD., ANAHEIM (714)776-8688
EDDIE CHENG CORPORATION
11254 LOS ALAMITOS BLVD., LOS ALAMITOS (562)493-5666
EDDIE CHENG CORPORATION, EDDIE CHENG, WAI HAN YIP
1201 E VALLEY, ALHAMBRA (626)570-9920
EDDIE CHENG CORPORATION, EDDIE CHENG, WAI HAN YIP
17940 BROOKHURST AVE, FOUNTAIN VALLEY (714)964-2022
EDDIE CHENG CORPORATION, EDDIE CHENG, WAI HAN YIP
10040 CHAPMAN AVE., GARDEN GROVE (714)534-6433
EDDIE CHENG CORPORATION, EDDIE CHENG, WAI HAN YIP
16082 GOLDENWEST ST., HUNTINGTON BEACH (714)848-3993
EDDIE CHENG CORPORATION, EDDIE CHENG, WAI HAN YIP
1737 E 17TH ST, SANTA ANA (714)834-0562
FOUR SEASONS HOLDINGS LLC, BADRUDDIN A. DAMANI, GULNAZ A. DAMANI, IMRAN DAMANI
38104 47TH ST EAST, PALMDALE (661)494-7950
JENOO GROUP, LLC, BADRUDDIN A. DAMANI, GULNAZ A. DAMANI, JAFAR A. DAMANI
1015 W. AVENUE L, LANCASTER (661)729-1015
JENOO GROUP, LLC, BADRUDDIN A. DAMANI, GULNAZ A. DAMANI, JAFAR A. DAMANI
39580 LOWES DRIVE, PALMDALE (661)224-1474
KETAN SHARMA JANKI SHARMA
17420 SOUTH WESTERN, GARDENA (310)327-7707
KNJ RESTAURANTS, LLC, JANKI SHARMA, KETAN SHARMA
9036 VENICE BLVD., CULVER CITY (310)837-7736
KNJ, LLC, JANKI SHARMA, KETAN SHARMA
4148 FLORENCE AVE, BELL (323)537-4507
KNJ, LLC, JANKI SHARMA, KETAN SHARMA
4314 SOUTH STREET, LAKEWOOD (562)531-0345
OM KNJ, LLC, JANKI SHARMA, KETAN SHARMA
3297 TWEEDY BLVD, SOUTH GATE (323)537-4745
PACWEND II, INC.
3450 W MONTE VISTA AVE, TURLOCK (209)634-1327
PACWEND, INC.
125 E. DORSET AVE, DIXON (707)678-7248
PACWEND, INC.
395 ORO DAM BLVD., OROVILLE (530)532-1001
PACWEND, INC.
1301 BRIDGE STREET, YUBA CITY (530)671-7474
PACWEND1, INC.
35229 NEWARK BOULEVARD, NEWARK (510)744-6919
PENINSULA FOODS, L.P.
1959 W LACEY BLVD, HANFORD (559)584-4895
PENINSULA FOODS, L.P.
860 W. HENDERSON, PORTERVILLE (559)781-5592
PENINSULA FOODS, L.P.
1852 EL CAMINO REAL, REDWOOD CITY (650)365-2271
PENINSULA FOODS, L.P.
2805 WHITSON, SELMA (559)898-0399
PENINSULA FOODS, L.P.
1110 EAST TULARE AVENUE, TULARE (559)688-4011
PENINSULA FOODS, L.P.
1580 E. NOBLE AVENUE, VISALIA (559)739-7258
PENINSULA FOODS, L.P.
2125 N. DINUBA AVE, VISALIA (559)667-9932
PENINSULA FOODS, L.P.
425 N. PLAZA DRIVE, VISALIA (559)409-4941
PILOT TRAVEL CENTERS LLC
1850 MAIN STREET, BRAWLEY (760)351-8648
PILOT TRAVEL CENTERS LLC
30035 COUNTY ROAD 8, DUNNIGAN (530)724-3063
PILOT TRAVEL CENTERS LLC
14320 SLOVER AVE, FONTANA (909)822-8326

EXHIBIT R-1 Operating Outlets By State

PILOT TRAVEL CENTERS LLC
42810 FRAZIER MOUNTAIN PARK, FRAZIER PARK (661)248-2600
PILOT TRAVEL CENTERS LLC
8701 US HIGHWAY 395, HESPERIA (760)956-1087
PILOT TRAVEL CENTERS LLC
11053 RIVERSIDE DRIVE, JURUPA VALLEY (951)681-1041
PILOT TRAVEL CENTERS LLC
14808 WARREN STREET, LOST HILLS (661)797-1282
PILOT TRAVEL CENTERS LLC
19997 N INDIAN AVE, NORTH PALM SPRINGS (760)329-7493
PILOT TRAVEL CENTERS LLC
4444 COMMERCE LANE, ORLAND (530)865-0113
PILOT TRAVEL CENTERS LLC
2275 SPERRY AVENUE, PATTERSON (209)892-2777
PILOT TRAVEL CENTERS LLC
1497 PIPER RANCH ROAD, SAN DIEGO (619)661-9597
PILOT TRAVEL CENTERS LLC
1668 E TEHACHAPI BLVD, TEHACHAPI (661)823-1068
PILOT TRAVEL CENTERS LLC
979 E PAIGE AVE, TULARE (559)686-0256
PKA CORPORATION, BIKRAMJIT S. RANDHAWA
1581 FITZGERALD DRIVE, PINOLE (510)262-0242
RDR FOODS, INC., DIANE M. ROSS, RONALD L. ROSS
190 WEST FOOTHILL BLVD, MONROVIA (626)357-7971
RDR FOODS, INC., DIANE M. ROSS, RONALD L. ROSS
8450 WASHINGTON BLVD, PICO RIVERA (562)801-2521
RDR FOODS, INC., DIANE M. ROSS, RONALD L. ROSS
8810 S GARFIELD AVE, SOUTH GATE (562)776-0204
RDR FOODS, INC., DIANE M. ROSS, RONALD L. ROSS
22611 VENTURA BLVD., WOODLAND HILLS (818)225-1038
SSP AMERICA SFO, LLC
SAN FRANCISCO INTERNATIONAL AIRPORT, SAN FRANCISCO (650)821-8218
STEVEN R. ARCHER, DONALD A. DIANDA, JODY A. ARCHER
7401 MISSION ST, DALY CITY (650)755-2755
TA OPERATING LLC
5821 DENNIS MCCARTHY DRIVE, LEBEC (661)663-4390
VESSEL OPERATING HOLDCO LLC
212 N EVERGREEN ST, BURBANK (0)-
VESSEL OPERATING HOLDCO LLC
3644 11TH AVE, LOS ANGELES (0)-
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
27002 LA PAZ RD, ALISO VIEJO (949)409-6557
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1575 N. VICTORY PLACE, BURBANK (818)729-8320
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
149 WEST VENTURA BLVD, CAMARILLO (805)484-9480
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
307 ARNEILL ROAD, CAMARILLO (805)987-2666
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
618 E STREET, CHULA VISTA (619)425-5312
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
960 EASTLAKE PARKWAY, CHULA VISTA (619)397-6810
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5970 CORPORATE AVE, CYPRESS (714)226-9686
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
12614 LIMONITE AVE, EASTVALE (951)735-1274
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
686 JAMACHA ROAD, EL CAJON (619)444-3895
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
871 BROADWAY, EL CAJON (619)447-8222
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2290 N IMPERIAL AVE, EL CENTRO (760)332-3500
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
102 ENCINITAS BLVD, ENCINITAS (760)436-4088
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1530 W. VALLEY PKWY, ESCONDIDO (760)737-2909
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
960 W. EL NORTE, ESCONDIDO (760)489-8075
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5724 HOLLISTER, GOLETA (805)967-1338
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1305 N. VERMONT AVE., HOLLYWOOD (323)663-7387
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
8749 CAMPO ROAD, LA MESA (619)466-4358
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1102 N. H STREET, LOMPOC (805)735-8656
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2201 BELLFLOWER BLVD., LONG BEACH (562)597-2822
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
7135 SUNSET BLVD, LOS ANGELES (323)876-1925
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
7360 LA TIJERA BLVD., LOS ANGELES (310)645-8396
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
800 S FIGUEROA ST, SUITE 103, LOS ANGELES (213)444-1888
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
40460 MURRIETA HOT SPRINGS RD, MURRIETA (951)677-3218
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5180 BIRCH ST, NEWPORT BEACH (949)554-1567
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
18507 DEVONSHIRE STREET, NORTHRIDGE (818)366-4561
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1002 MISSION AVENUE, OCEANSIDE (760)967-0348
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3705 PLAZA DRIVE, OCEANSIDE (760)630-6732
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1237 N. TUSTIN, ORANGE (714)771-3754
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2010 N. ROSE AVENUE, OXNARD (805)485-5255
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2551 E VINEYARD AVE, OXNARD (805)485-3373
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
14645 ROSCOE BLVD., PANORAMA CITY (818)894-0659
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
141 NIBLICK ROAD, PASO ROBLES (805)239-1678
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
175 N VENTURA ROAD, PORT HUENEME (805)488-3136
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1660 MAIN STREET, RAMONA (760)789-3530
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
19317 SHERMAN WAY, RESEDA (818)882-1530
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
10196 SCRIPPS POWAY PKWY, SAN DIEGO (858)549-2641
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
10536 CRAFTSMAN WAY, SAN DIEGO (858)592-9855
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1111 CAMINO DEL RIO S., SAN DIEGO (619)291-9815
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1621 GRAND AVENUE, SAN DIEGO (858)270-3003
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2825 EL CAJON BLVD, SAN DIEGO (619)563-5327
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3760 MIDWAY DRIVE, SAN DIEGO (619)226-0909
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
4770 CONVOY ST., SAN DIEGO (858)560-8754
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
6585 MISSION GORGE ROAD, SAN DIEGO (619)521-9916
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
8310 RIO SAN DIEGO DR, SAN DIEGO (619)297-1984
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
8637 NAVAJO, SAN DIEGO (619)461-4065
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2150 SOUTH BRADLEY ROAD, SANTA MARIA (805)614-9730
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
9655 MISSION GORGE, SANTEE (619)448-4990
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1613 LOS ANGELES AVE., SIMI VALLEY (805)522-5090
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
27672 JEFFERSON AVENUE, TEMECULA (951)587-6151
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2790 W HILLCREST DR, THOUSAND OAKS (805)499-5622
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
17684 SHERMAN WAY, VAN NUYS (818)342-3975
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
6181 SEPULVEDA BLVD, VAN NUYS (818)787-2072
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1401 VICTORIA, VENTURA (805)642-8790
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2662 THOMPSON BLVD., VENTURA (805)648-7325
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
567 W. VISTA WAY, VISTA (760)941-4588
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5788 LINDERO CANYON ROAD, WESTLAKE VILLAGE (818)879-9416
WEINER BROTHERS, INCORPORATED
245 SOUTH ATLANTIC, ALHAMBRA (626)282-7349
WEN-OAKLAND, INC., JODY A. ARCHER, STEVEN R. ARCHER
3111 E. 14TH STREET, OAKLAND (510)443-0669
WEN-SAN LEANDRO, INC., JODY A. ARCHER, STEVEN R. ARCHER
1185 SAN LEANDRO, SAN LEANDRO (510)352-7409
WEN-SSF, INC., DONALD A. DIANDA, JODY A. ARCHER, STEVEN R. ARCHER
189 98TH AVENUE, OAKLAND (510)553-1260
WEN-SSF, INC., DONALD A. DIANDA, JODY A. ARCHER, STEVEN R. ARCHER
176 GATEWAY BLVD, SOUTH SAN FRANCISCO (650)866-4460
WENCOM LLC
499 EL CAMINO REAL, SAN BRUNO (650)873-3810
WENDI-BEL, INC., JODY A. ARCHER, STEVEN R. ARCHER
698 RALSTON AVENUE, BELMONT (650)594-0400
WENDPAC, INC.
800 BELLEVUE RD., ATWATER (209)358-4505

EXHIBIT R-1 Operating Outlets By State

WENDPAC, LLC
503 PACHECO BLVD, LOS BANOS (209)827-2727
WENDY'S OF FRESNO, INC.
420 SHAW AVENUE, CLOVIS (559)299-1551
WENDY'S OF FRESNO, INC.
1140 C STREET, FRESNO (559)486-2802
WENDY'S OF FRESNO, INC.
1778 E. SHAW,. FRESNO (559)490-0655
WENDY'S OF FRESNO, INC.
2005 N BLACKSTONE, FRESNO (559)222-1414
WENDY'S OF FRESNO, INC.
3210 E JENSEN, FRESNO (559)237-6666
WENDY'S OF FRESNO, INC.
4270 W SHAW AVE, FRESNO (559)276-2722
WENDY'S OF FRESNO, INC.
7099 N. CEDAR, FRESNO (559)298-1656
WENDY'S OF FRESNO, INC.
7164 N. BLACKSTONE AVENUE, FRESNO (559)490-5201
WENDY'S OF FRESNO, INC.
765 SOUTH CLOVIS AVENUE, FRESNO (559)252-1440
WENDY'S OF FRESNO, INC.
18525 PISTACHIO DR, MADERA (559)661-8039
WENDY'S OF SANTA CLARA, INC.
1405 MONTEREY RD., SAN JOSE (408)287-9903
WENDY'S OF SANTA CLARA, INC.
1845 E CAPITOL EXPY, SAN JOSE (408)270-0900
WENDY'S OF SANTA CLARA, INC.
2624 S. BASCOM, SAN JOSE (408)377-1562
WENDY'S OF SANTA CLARA, INC.
782 S. BASCOM, SAN JOSE (408)295-2826
WENDY'S OF SANTA CLARA, INC.
1313 S. WOLFE ROAD, SUNNYVALE (408)739-3123
WENDY'S OF THE PACIFIC, INC.
2150 PANAMA LANE, BAKERSFIELD (661)837-1882
WENDY'S OF THE PACIFIC, INC.
2501 N. CHESTER, BAKERSFIELD (661)393-2250
WENDY'S OF THE PACIFIC, INC.
2608 OSWELL ST., BAKERSFIELD (661)872-3493
WENDY'S OF THE PACIFIC, INC.
4650 GOSFORD ROAD, BAKERSFIELD (661)398-0750
WENDY'S OF THE PACIFIC, INC.
821 SOUTH REAL ROAD, BAKERSFIELD (661)325-6358
WENDY'S OF THE PACIFIC, INC.
9180 ROSEDALE HWY, BAKERSFIELD (661)589-4830
WENDY'S OF THE PACIFIC, INC.
12261 STATE HIGHWAY 33, GUSTINE (209)826-8590
WENDY'S OF THE PACIFIC, INC.
801 E KETTLEMAN LANE, LODI (209)368-6202
WENDY'S OF THE PACIFIC, INC.
1630 E. YOSEMITE AVENUE, MANTECA (209)239-2617
WENDY'S OF THE PACIFIC, INC.
1400 MARTIN LUTHER KING JR WAY, MERCED (209)383-9130
WENDY'S OF THE PACIFIC, INC.
1374 E. HATCH RD., MODESTO (209)537-2128
WENDY'S OF THE PACIFIC, INC.
1501 MCHENRY AVE, MODESTO (209)527-5647
WENDY'S OF THE PACIFIC, INC.
1617 NORTH CARPENTER ROAD, MODESTO (209)846-0872
WENDY'S OF THE PACIFIC, INC.
3250 DALE RD., MODESTO (209)523-6884
WENDY'S OF THE PACIFIC, INC.
1510 EAST F STREET, OAKDALE (209)844-5320
WENDY'S OF THE PACIFIC, INC.
1150 S. MAIN ST., RED BLUFF (530)528-9310
WENDY'S OF THE PACIFIC, INC.
2439 WEST MARCH LANE, STOCKTON (209)478-8273
WENDY'S OF THE PACIFIC, INC.
725 W. CLOVER ST., TRACY (209)836-3346
WENDY'S OF THE PACIFIC, INC.
2395 GEER RD., TURLOCK (209)632-9215
WOW VENTURES, INC., NAVDIP S. DHILLON
1369 NORTH DAVIS ROAD, SALINAS (831)424-4469

COLORADO

WENDYS OLD FASHIONED HAMBURGERS
14565 W. 64TH AVE, ARVADA (303)456-4610
6290 N. SHERIDAN BLVD, ARVADA (303)427-3030
8750 WADSWORTH BLVD, ARVADA (303)423-6294
15297 E. MISSISSIPPI AVE, AURORA (720)748-5351
15400 E. COLFAX AVE, AURORA (303)366-8085
16901 E. ILIFF AVE, AURORA (303)368-4040
18700 E. HAMPDEN AVE, AURORA (720)876-2058
3110 PARKER RD, AURORA (303)750-8763

WENDYS OLD FASHIONED HAMBURGERS
3435 SALIDA ST, AURORA (303)373-0984
6240 S GUN CLUB RD, AURORA (303)680-3656
6721 S. POTOMAC ST, CENTENNIAL (303)706-9554
15581 EAST 104TH AVE, COMMERCE CITY (720)928-3989
5775 LOGAN ST, COMMERCE CITY (303)294-0395
6001 DEXTER STREET, COMMERCE CITY (303)287-2330
201 E. 6TH AVE, DENVER (303)863-9930
2070 S. FEDERAL BLVD, DENVER (303)936-5701
2247 S. MONACO PKWY, DENVER (303)757-8939
4020 CHAMBERS RD, DENVER (303)371-3057
4830 TOWER RD, DENVER (303)576-0040
5070 S SYRACUSE ST, DENVER (303)850-9752
515 S BROADWAY, DENVER (303)698-1247
550 SHERIDAN BLVD, DENVER (303)937-8236
5155 S. BROADWAY, ENGLEWOOD (303)795-0833
4250 E. ALAMEDA AVE, GLENDALE (303)355-6275
9200 E. ARAPAHOE RD, GREENWOOD VILLAGE (303)649-2118
65 S. UNION BLVD, LAKEWOOD (303)989-2971
6995 W ALAMEDA AVE, LAKEWOOD (303)238-9721
7807 W. JEWELL AVE, LAKEWOOD (303)969-8312
8405 W. COLFAX AVE, LAKEWOOD (303)233-0357
8040 S. BROADWAY, LITTLETON (303)347-9476
8555 W. BELLEVIEW AVE, LITTLETON (303)972-0355
16931 E. LINCOLN AVE, PARKER (303)840-9879
9185 CROWN CREST BLVD, PARKER (303)840-7970
1500 E. 104TH AVE, THORNTON (303)252-7006
2681 E 120TH AVE, THORNTON (303)254-8365
4101 E. 136TH AVE, THORNTON (303)252-7733
8970 WASHINGTON ST, THORNTON (303)430-8016
10335 FEDERAL BLVD, WESTMINSTER (303)464-8571
7397 FEDERAL BLVD, WESTMINSTER (303)428-6881
9209 SHERIDAN BLVD, WESTMINSTER (303)429-5374
AKSAN GSM UNITED FORTUNE, LLC, DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
437 STATE HIGHWAY 7, BROOMFIELD (303)926-4495
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
14857 CANDELAS PKWY, ARVADA (303)420-5871
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
9600 W. 58TH AVE, ARVADA (303)421-1990
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
1255 S HAVANA ST, AURORA (303)750-7166
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
25607 CONIFER RD, CONIFER (303)838-5743
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
2485 S. UNIVERSITY BLVD, DENVER (720)570-7921
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
4964 FEDERAL BLVD, DENVER (303)477-9806
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
8080 E. COLFAX AVE, DENVER (303)399-5624
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
857 E. COLFAX AVE, DENVER (303)837-0808
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
101 LOREN LN, EAGLE (970)328-5062
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
436 EDWARDS ACCESS RD, EDWARDS (970)926-5850
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
19001 HWY 82, EL JEBEL (970)963-9813
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
2912 EVERGREEN PKWY, EVERGREEN (303)679-0637
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
501 S. ZEREX WAY, FRASER (970)726-2434
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
940 TEN MILE DR, FRISCO (970)668-0152
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
2101 GRAND AVE, GLENWOOD SPRINGS (970)945-7084
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
14277 W. COLFAX AVE, GOLDEN (303)216-2506
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
195 COLUMBINE CT, PARACHUTE (970)285-1103
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
101 RAILROAD AVE, RIFLE (970)625-1994
AKSAN UNITED FORTUNE, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
190 TANGLEWOOD LN, SILVERTHORNE (970)468-0129
ASKAN IA FC, LLC, DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
6145 E CROSSROADS BLVD., LOVELAND (970)775-6267
ASKAN IA FC, LLC, DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
4570 WEITZEL ST, TIMNATH (970)484-9775
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
2420 BASELINE RD, BOULDER (303)499-5848
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
5350 ARAPAHOE RD, BOULDER (303)449-4644
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
1905 W. 6TH AVE, BROOMFIELD (303)469-3840
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
2333 8TH AVE, GREELEY (970)356-1870

BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
3267 W. 10TH ST, GREELEY (970)353-3227
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
4644 CENTERPLACE DR, GREELEY (970)339-3919
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
455 W SOUTH BOULDER RD, LAFAYETTE (303)666-0311
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
1091 S. HOVER RD, LONGMONT (303)772-1091
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
1905 N. MAIN ST, LONGMONT (303)776-4431
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
4133 COUNTY ROAD 24, LONGMONT (303)702-0265
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
150 EAST 144TH AVE, THORNTON (720)872-3394
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
12000 MELODY DR, WESTMINSTER (303)450-2041
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
4860 W. 120TH AVE, WESTMINSTER (303)410-9403
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI, MOOSA MARK GALLEGOS
1585 MAIN ST, WINDSOR (970)460-7009
DAVID S. DISCHNER, DISCHNER, THE ESTATE OF EDWARD A.
300 E. MAIN ST, LIMON (719)775-2505
FRESQUEZ CONCESSIONS, INC., CHARLES FRESQUEZ, LINDA FRESQUEZ
7680 PENA BLVD, DENVER (303)342-6899
QSC RESTAURANTS, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
1405 W. ELIZABETH ST, FORT COLLINS (970)484-7131
QSC RESTAURANTS, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
3710 S COLLEGE AVE, FORT COLLINS (970)223-4399
QSC RESTAURANTS, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
719 S. LEMAY AVE, FORT COLLINS (970)493-3041
QSC RESTAURANTS, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
1200 EAGLE DR, LOVELAND (970)669-1280
QSC RESTAURANTS, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
1405 ROCKY MOUNTAIN AVE, LOVELAND (970)461-9175
QSC RESTAURANTS, INC., DAVID L. SEE, IRFAN ERIK NOORALI MOOSA
1519 W EISENHOWER BLVD, LOVELAND (970)663-3830
WEND-ROCKIES, INC., JEFFREY E. TEATER, JILL TEATER, MICHAEL D. TEATER
4880 E BROMLEY LN, BRIGHTON (303)637-9252
WEND-ROCKIES, INC., JEFFREY E. TEATER, JILL TEATER, MICHAEL D. TEATER
70 W BROMLEY LN, BRIGHTON (303)654-0809
WEND-ROCKIES, INC., JEFFREY E. TEATER, JILL TEATER, MICHAEL D. TEATER
11 FIRST ST, FORT LUPTON (303)502-3021
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3338 CLARK ST, ALAMOSA (719)587-3333
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1101 ROYAL GORGE BLVD, CANON CITY (719)275-0471
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
566 E. CASTLE PINES PKWY, CASTLE ROCK (303)814-8280
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
875 KINNER STREET, CASTLE ROCK (303)688-1313
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3207 I-70 BUSINESS LOOP, CLIFTON (970)523-4388
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
13481 BASS PRO DRIVE, COLORADO SPRINGS (719)487-2774
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3506 HARTSEL DR, COLORADO SPRINGS (719)593-2244
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
5850 STETSON HILLS BLVD, COLORADO SPRINGS (719)574-4026
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
221 E.MAIN STREET, CORTEZ (970)564-9241
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1280 W. VICTORY WAY, CRAIG (970)826-0573
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
101 NORTH MAIN STREET, DELTA (970)874-6335
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1840 MAIN STREET, DURANGO (970)247-4505
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
403 JURASSIC AVENUE, FRUITA (970)858-1899
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
2010 NORTH AVE., GRAND JUNCTION (970)242-1009
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
2430 HIGHWAY 6 AND 50, GRAND JUNCTION (970)241-0867
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
750 1/2 HORIZON DRIVE, GRAND JUNCTION (970)241-2217
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
9365 HEPBURN ST, HIGHLANDS RANCH (720)348-2906
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
9485 S. UNIVERSITY BLVD., HIGHLANDS RANCH (303)346-9440
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
7 WALMART WAY, LA JUNTA (719)384-4082
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
2340 S. TOWNSEND, MONTROSE (970)249-7683
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
7525 MCLAUGHLIN RD., PEYTON (719)495-6864
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1005 BONFORTE BLVD., PUEBLO (719)543-5510
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3320 W. NORTHERN AVE., PUEBLO (719)566-1123
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3406 N. ELIZABETH ST., PUEBLO (719)542-7780
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
602 N. SANTA FE, PUEBLO (719)545-4742
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
988 KIMBLE DR, PUEBLO WEST (719)647-1592
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
9960 SANTA FE TRAIL DR, TRINIDAD (719)845-9143
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
799 GOLD HILL PLACE, WOODLAND PARK (719)687-9384
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1104 EAST FILLMORE DR., COLORADO SPRINGS (719)471-4223
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1245 NORTH ACADEMY BLVD., COLORADO SPRINGS (719)596-1286
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1541 S. NEVADA AVE., COLORADO SPRINGS (719)473-8393
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1910 S ACADEMY, COLORADO SPRINGS (719)596-4646
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
222 N. WAHSATCH AVE., COLORADO SPRINGS (719)633-7357
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
2515 MONTEBELLO DRIVE WEST, COLORADO SPRINGS (719)260-1881
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
2818 E. PLATTE AVE., COLORADO SPRINGS (719)635-1088
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3036 W. COLORADO, COLORADO SPRINGS (719)473-7704
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3704 NORTH ACADEMY BLVD, COLORADO SPRINGS (719)591-0760
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
5810 PALMER PARK BLVD, COLORADO SPRINGS (719)573-8695
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
705 GARDEN OF THE GODS, COLORADO SPRINGS (719)594-6080
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
8080 N. ACADEMY BLVD., COLORADO SPRINGS (719)598-8805
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
6464 HIGHWAY 85-87, FOUNTAIN (719)392-5256
WENPLATTE LLC, PETER B. NISBET
1151 N. COLORADO AVE, BRUSH (970)842-5959
WENPLATTE LLC, PETER B. NISBET
1205 W. MAIN ST,. STERLING (970)521-0945

CONNECTICUT

INSPIRED BY OPPORTUNITY, LLC
20 GRANBY ROAD, BLOOMFIELD (860)640-0191
INSPIRED BY OPPORTUNITY, LLC
36 FEDERAL ROAD, BROOKFIELD (203)306-0851
INSPIRED BY OPPORTUNITY, LLC
348 SOUTH MAIN STREET, COLCHESTER (860)531-2237
INSPIRED BY OPPORTUNITY, LLC
209 WEST STREET, CROMWELL (860)344-0495
INSPIRED BY OPPORTUNITY, LLC
709 NEW HAVEN AVENUE, DERBY (203)954-0465
INSPIRED BY OPPORTUNITY, LLC
303 MAIN ST., EAST HARTFORD (860)200-8539
INSPIRED BY OPPORTUNITY, LLC
45 PROSPECT HILL ROAD, EAST WINDSOR (860)640-2773
INSPIRED BY OPPORTUNITY, LLC
86B ELM STREET, ENFIELD (860)239-0043
INSPIRED BY OPPORTUNITY, LLC
331 SOUTH ROAD, FARMINGTON (860)606-0513
INSPIRED BY OPPORTUNITY, LLC
689 LONG HILL RD, GROTON (860)271-8958
INSPIRED BY OPPORTUNITY, LLC
2195 DIXWELL AVENUE, HAMDEN (203)800-4356
INSPIRED BY OPPORTUNITY, LLC
306 PROSPECT AVE., HARTFORD (860)200-8505
INSPIRED BY OPPORTUNITY, LLC
90 AIRPORT RD, HARTFORD (860)200-8652
INSPIRED BY OPPORTUNITY, LLC
260 BROAD STREET, MANCHESTER (860)934-0997
INSPIRED BY OPPORTUNITY, LLC
865 EAST MAIN STREET, MERIDEN (203)886-0345
INSPIRED BY OPPORTUNITY, LLC
950 WASHINGTON STREET, MIDDLETOWN (860)632-7350
INSPIRED BY OPPORTUNITY, LLC
75 WHALLEY AVE., NEW HAVEN (203)684-5885
INSPIRED BY OPPORTUNITY, LLC
370 COLMAN STREET, NEW LONDON (860)333-5790

INSPIRED BY OPPORTUNITY, LLC
132 DANBURY RD, NEW MILFORD (860)915-0661
INSPIRED BY OPPORTUNITY, LLC
2384 BERLIN TNPK., NEWINGTON (860)801-6194
INSPIRED BY OPPORTUNITY, LLC
160 UNIVERSAL DRIVE NORTH, NORTH HAVEN (203)772-8391
INSPIRED BY OPPORTUNITY, LLC
657 W. MAIN STREET, NORWICH (860)237-4075
INSPIRED BY OPPORTUNITY, LLC
2 PRATT ROAD, PLAINFIELD (860)457-1723
INSPIRED BY OPPORTUNITY, LLC
171 NEW BRITAIN AVENUE, PLAINVILLE (860)846-2003
INSPIRED BY OPPORTUNITY, LLC
66 PROVIDENCE PIKE, PUTNAM (860)821-0264
INSPIRED BY OPPORTUNITY, LLC
1360 SILAS DEANE HIGHWAY, ROCKY HILL (860)734-0392
INSPIRED BY OPPORTUNITY, LLC
160 BANK STREET, SEYMOUR (203)463-3963
INSPIRED BY OPPORTUNITY, LLC
1799 MERIDEN-WATERBURY TURNPIKE, SOUTHINGTON (860)736-3662
INSPIRED BY OPPORTUNITY, LLC
328 QUEEN STREET, SOUTHINGTON (860)736-1162
INSPIRED BY OPPORTUNITY, LLC
145 TALCOTTVILLE ROAD, VERNON ROCKVILLE (860)288-1439
INSPIRED BY OPPORTUNITY, LLC
674 N COLONY RD, WALLINGFORD (203)741-8126
INSPIRED BY OPPORTUNITY, LLC
81 ELLA GRASSO TURNPIKE, WINDSOR LOCKS (860)254-6910
NUTMEGWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1247 FARMINGTON AVENUE, BRISTOL (860)314-0777
NUTMEGWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
105 BUCKLAND STREET, MANCHESTER (860)647-1345
NUTMEGWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
262 SPENCER STREET, MANCHESTER (860)646-9410
NUTMEGWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
5A NORTHRIDGE DRIVE, NORTH WINDHAM (860)456-9839
NUTMEGWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
220 DIBBLE STREET, TORRINGTON (860)482-1226
NUTMEGWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
167 THOMASTON AVENUE, WATERBURY (203)575-9443
NUTMEGWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
910 WOLCOTT STREET, WATERBURY (203)573-0163
PILOT TRAVEL CENTERS LLC
433 OLD GATE LANE, MILFORD (203)876-9428
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
1016 W. MAIN ST, BRANFORD (203)488-9136
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
65 N. FRONTAGE ROAD, EAST HAVEN (203)469-9459
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
570 BOSTON POST RD, GUILFORD (203)453-9271
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
718 BRIDGEPORT AVENUE, MILFORD 203)874-9556
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
15 BOSTON POST ROAD, ORANGE (203)795-9570
WENCONN OF BRIDGEPORT, LLC, ALLEN LEVY, MARC LEVY
2162 FAIRFIELD AVENUE, BRIDGEPORT (203)382-9689
WENCONN OF CONNECTICUT AVENUE NORWALK, INCORPORATED, ALLEN LEVY, MARC LEVY
496 CONNECTICUT AVE., NORWALK (203)853-9584
WENCONN OF NEW CANAAN AVENUE NORWALK, INC., ALLEN LEVY, MARC LEVY
67 NEW CANAAN AVE, NORWALK (203)846-2644
WENCONN OF PUTNAM AVENUE GREENWICH, INCORPORATED, ALLEN LEVY, MARC LEVY, 460 W. PUTNAM, GREENWICH (203)869-9885
WENCONN OF SHELTON, LLC, ALLEN LEVY, MARC LEVY
484 BRIDGEPORT AVE, SHELTON (203)929-7561
WENCONN OF STAMFORD, LLC, MARC LEVY
1934 WEST MAIN STREET, STAMFOR (203)355-1762
WENCONN OF STRATFORD, INCORPORATED, ALLEN LEVY, MARC LEVY
1105 MAIN STREET, STRATFORD (203)386-9330
WENCONN OF WESTPORT AVENUE NORWALK, LLC, ALLEN LEVY, MARC LEVY
149 WESTPORT AVENUE, NORWALK (203)354-0821

DELAWARE

WENDOVER, INC., DIANA J. BEAVER
1596 S. DUPONT HWY, DOVER (302)674-5220
WENDOVER, INC., DIANA J. BEAVER
1710 N. DUPONT HIGHWAY, DOVER (302)730-3900
WENDOVER, INC., DIANA J. BEAVER
4300 KIRKWOOD HWY, MARSHALLTON (302)998-1804
WENDOVER, INC., DIANA J. BEAVER
735 MIDDLETOWN WARWICK RD, MIDDLETOWN (302)378-2808
WENDOVER, INC., DIANA J. BEAVER
140 N DUPONT HWY, NEW CASTLE (302)328-3037
WENDOVER, INC., DIANA J. BEAVER
10 POSSUM PARK, NEWARK (302)368-5464
WENDOVER, INC., DIANA J. BEAVER
2423 PULASKI HWY, NEWARK (302)368-7220
WENDOVER, INC., DIANA J. BEAVER
30 CHESTNUT HILL PLAZA, NEWARK (302)369-4245
WENDOVER, INC., DIANA J. BEAVER
90 UNIVERSITY PLAZA, NEWARK (302)366-8225
WENDOVER, INC., DIANA J. BEAVER
4493 COASTAL HIGHWAY, REHOBOTH BEACH (302)645-5488
WENDOVER, INC., DIANA J. BEAVER
10 N. DUPONT BLVD, SMYRNA (302)653-2978
WENDOVER, INC., DIANA J. BEAVER
2151 KIRKWOOD HWY, WILMINGTON (302)482-2272

DISTRICT OF COLUMBIA

THE GROVE, INC.
50 MASSACHUSETTS AVENUE NE, WASHINGTON (202)838-0978
WEND BALTIMORE SOUTH LLC
3900 GEORGIA AVENUE N.W., WASHINGTON (202)723-0137
WEND BALTIMORE SOUTH LLC
4250 NANNIE HELEN BURROUGHS AVE, WASHINGTON (202)399-8874

FLORIDA

WENDYS OLD FASHIONED HAMBURGERS
516 E. ALTAMONTE, ALTAMONTE SPRINGS (407)831-1840
2719 SE HIGHWAY 70, ARCADIA (863)494-2661
2124 US HIGHWAY 92 W, AUBURNDALE (863)551-1224
411 HWY. 27 SOUTH, AVON PARK (863)657-0589
308 W. BRANDON BLVD., BRANDON (813)685-1312
1100 S BROAD ST, BROOKSVILLE (352)799-0878
12929 CORTEZ BLVD., BROOKSVILLE (352)596-4868
31044 CORTEZ BLVD, BROOKSVILLE (352)797-0886
2159 W C-48, BUSHNELL (352)793-2848
198 SR 436, CASSELBERRY (407)789-3931
23072 US HWY 19 N., CLEARWATER (727)712-0707
3335 ULMERTON RD, CLEARWATER (727)573-1527
4960 E. BAY DRIVE, CLEARWATER (727)531-3451
900 S. MISSOURI AVE, CLEARWATER (727)249-0106
10265 STERLING RD, COOPER CITY (954)252-0024
144 S.E. HWY 19, CRYSTAL RIVER (352)795-1330
1575 BERWICK DR, DAVENPORT (321)677-0391
44304 HIGHWAY 27, DAVENPORT (863)424-0203
49503 HWY 27, PARCEL C, DAVENPORT (321)282-5882
2660 DAVIE ROAD, DAVIE (954)448-7615
3055 S. UNIVERSITY DRIVE, DAVIE (954)916-2397
1444 INTERNATIONAL SPEEDWAY BL, DAYTONA BEACH (386)258-8700
2120 LPGA BLVD, DAYTONA BEACH (386)236-9905
2110 SAXON BLVD, DELTONA (386)259-5216
2167 HOWLAND BLVD, DELTONA (386)218-4966
1802 MAIN STREET, DUNEDIN (727)733-4673
340 SE 1ST AVENUE, FLORIDA CITY (305)248-5223
1049 W OAKLAND PARK, FORT LAUDERDALE (954)563-0057
1631 EAST SUNRISE BOULEVARD, FORT LAUDERDALE (954)463-0811
1899 NW 40TH AVE, FORT LAUDERDALE (954)735-8188
2071 GRIFFIN ROAD, FORT LAUDERDALE (754)301-4757
2801 DAVIE BLVD, FORT LAUDERDALE (954)792-6055
3300 W COMMERCIAL BLVD, FORT LAUDERDALE (954)485-9942
3801 WEST BROWARD BLVD., FORT LAUDERDALE (954)316-2312
4600 S. STATE ROAD 7, FORT LAUDERDALE (954)859-5619
5900 W OAKLAND PARK, FORT LAUDERDALE (954)731-1218
943 W STATE ROAD 84,FORT LAUDERDALE (954)527-5355
35645 US 27, HAINES CITY (863)419-7401
16601 NW 57TH AVE, HIALEAH (305)623-2690
1730 WEST 49TH ST., HIALEAH (305)825-0502
2390 W 68TH ST, HIALEAH (305)820-1123
365 W. 78TH RD., HIALEAH (786)217-6810
555 HIALEAH DRIVE, HIALEAH (305)884-6006
2550 PINE ISLAND ROAD, HOLLYWOOD (954)431-0178
3350 OAKWOOD BLVD., HOLLYWOOD (954)924-4883
3535 HOLLYWOOD BLVD, HOLLYWOOD (954)963-4191
460 SOUTH STATE ROAD 7, HOLLYWOOD (754)209-2260
5551 SHERIDAN STREET, HOLLYWOOD (954)893-8807
13485 SW 288 ST, HOMESTEAD (305)247-7832
3003 NE 8TH STREET, HOMESTEAD (305)248-0223
30130 S. DIXIE HWY., HOMESTEAD (305)248-6996
4223 SUNCOAST BLVD, HOMOSASSA (352)382-2608

EXHIBIT R-1 Operating Outlets By State

WENDYS OLD FASHIONED HAMBURGERS

12011 U.S. HWY 19 N., HUDSON	(727)863-2221
13724 LITTLE ROAD, HUDSON	(727)868-7721
2495 E. GULF TO LAKE HWY, INVERNESS	(352)341-5300
502 W. MAIN ST., INVERNESS	(352)726-1985
4400 RICKENBACHER CSWY, KEY BISCAYNE	(0)-
1471 E OSCEOLA PKWY UNIT 101, KISSIMMEE	(407)499-5794
1550 S HOAGLAND BOULEVARD, KISSIMMEE	(407)343-7434
2398 E. IRLO BRONSON MEMORIAL HWY., KISSIMMEE	(407)518-9487
3252 N JOHN YOUNG PKWY, KISSIMMEE	(407)343-9478
3271 VINELAND RD, KISSIMMEE	(321)666-8271
3300 PLEASANT HILL ROAD, KISSIMMEE	(407)987-4398
4755 W. IRLO BRONSON MEMORIAL HWY, KISSIMMEE	(407)390-9632
6141 W. IRLO BRONSON MEMORIAL HWY, KISSIMMEE	(407)787-3577
7765 IRLO BRONSON MEMORIAL HWY, KISSIMMEE	(407)390-7580
881 CYPRESS PARKWAY, KISSIMMEE	(407)518-5083
915 W. VINE ST., KISSIMMEE	(407)846-2773
502 US 27 SOUTH, LAKE PLACID	(863)465-1600
2002 HIGHWAY 60 E, LAKE WALES	(863)678-3907
4521 MACEY LANE, LAKE WALES	(863)679-5455
5740 HIGHWAY 98 NORTH, LAKELAND	(863)816-8086
2328 RADEN DRIVE, LAND O LAKES	(813)948-3361
7775 LAND O LAKES BLVD, LAND O LAKES	(813)939-4021
11760 OAKHURST ROAD, LARGO	(727)595-5264
8770 ULMERTON ROAD, LARGO	(727)530-7204
17951 NORTH DALE MABRY HIGHWAY, LUTZ	(813)265-6774
18811 STATE ROAD 54, LUTZ	(813)948-7864
7401 NW 73RD STREET, MEDLEY	(305)887-1789
10680 N.W. 41 STREET, MIAMI	(305)436-9535
10829 S.W.72ND STREET, MIAMI	(305)596-4335
1100 NORTHWEST 54TH STREET, MIAMI	(305)756-1511
12415 BISCAYNE BLVD., MIAMI	(305)893-2420
12485 NW 7TH AVE., MIAMI	(305)685-6371
13090 SW 120TH STREET, MIAMI	(305)252-0144
13650 SW 26TH ST, MIAMI	(305)554-9622
13890 N. KENDALL DR., MIAMI	(305)385-1266
13901 S. DIXIE HWY, MIAMI	(305)251-8882
14180 SW 8TH STREET, MIAMI	(305)207-2696
14715 SW 42ND STREET, MIAMI	(305)551-8261
1532 N.E. 163RD ST., MIAMI	(305)949-5074
16203 SW 88 STREET, MIAMI	(305)752-7557
1651 SW 107 AVE, MIAMI	(305)228-2560
19650 NW 2ND AVE., MIAMI	(305)653-1408
200 S. W. 8TH ST., MIAMI	(305)858-6107
2000 NW 107TH AVENUE, MIAMI	(305)593-2761
2370 S.W. 8TH ST., MIAMI	(786)323-7225
2400 NW 87TH AVE, MIAMI	(305)592-1701
3600 S. DIXIE HWY, MIAMI	(305)442-8404
3805 NW 27TH AVENUE, MIAMI	(305)638-0071
6720 SW 8TH STREET, MIAMI	(305)262-8666
697 N. W. 37TH AVE., MIAMI	(305)541-2197
7801 BISCAYNE BLVD., MIAMI	(305)754-6382
7901 W FLAGLER, MIAMI	(305)264-4133
8540 NW 58TH STREET, MIAMI	(305)392-3968
8922 24TH STREET, MIAMI	(305)220-8917
9655 WEST FLAGLER, MIAMI	(305)220-1441
18181 NW 27TH AVE, MIAMI GARDENS	(305)621-0670
4780 NW 183RD ST, MIAMI GARDENS	(305)621-4344
10900 PEMBROKE ROAD, MIRAMAR	(954)442-8556
3750 UTOPIA DR, MIRAMAR	(954)965-0218
7032 NORTH CHURCH AVENUE, MULBERRY	(863)644-6714
7605 STATE ROAD 54, NEW PORT RICHEY	(727)372-4792
8216 LITTLE ROAD, NEW PORT RICHEY	(727)841-6733
1608 S DIXIE FWY, NEW SMYRNA BEACH	(386)957-3813
200 S GLENCOE, NEW SMYRNA BEACH	(386)515-3149
1856 N.E. MIAMI GARDENS DRIVE, NORTH MIAMI BEACH	(305)945-4041
10674 W COLONIAL DR, OCOEE	(407)877-2077
12496 STATE ROAD 54, ODESSA	(727)372-2338
4066 TAMPA ROAD, OLDSMAR	(813)855-6212
2095 S. VOLUSIA AVE., ORANGE CITY	(386)218-5946
1050 MCCOY RD, ORLANDO	(407)240-8014
11734 E COLONIAL DR, ORLANDO	(407)273-8523
12242 NARCOOSSEE RD, ORLANDO	(407)313-8355
12820 ORANGE BLOSSOM TRAIL S, ORLANDO	(407)826-4729
13480 STATE ROAD 535, ORLANDO	(407)827-7030
13826 LANDSTAR BLVD, ORLANDO	(407)856-7848
13860 BOGGY CREEK ROAD, ORLANDO	(321)273-0960
14801 E. COLONIAL DRIVE, ORLANDO	(407)249-0111
1919 S. ORANGE, ORLANDO	(407)843-4628
2001 PRINCIPAL ROW, ORLANDO	(407)826-0670
2201 E. COLONIAL, ORLANDO	(407)898-1188
2608 N HIAWASSEE RD., ORLANDO	(407)295-3997
2751 WILSHIRE DRIVE, ORLANDO	(407)292-2039
3011 N. JOHN YOUNG PKWY., ORLANDO	(407)299-1542
3019 LAMBERTON BLVD, ORLANDO	(407)658-9000

WENDYS OLD FASHIONED HAMBURGERS

3020 WEST SAND LAKE ROAD, ORLANDO	(407)354-0150
4051 MILLENIA BLVD, ORLANDO	(407)370-6702
4426 HOFFNER AVENUE, ORLANDO	(407)438-7211
4510 S SEMORAN BLVD, ORLANDO	(321)666-8656
508 SOUTH CHICKASAW TRAIL, ORLANDO	(407)281-7626
5115 W COLONIAL DR, ORLANDO	(407)299-4801
5503 MAJOR BLVD, ORLANDO	(407)370-0806
5824 CENTRAL FL PARKWAY, ORLANDO	(407)239-4134
6077 S. GOLDENROD ROAD, ORLANDO	(407)482-0757
7690 PALM PARKWAY, ORLANDO	(321)599-3025
7749 TURKEY LAKE ROAD, ORLANDO	(407)351-6884
8601 SUMMIT CENTRE WAY, ORLANDO	(407)667-0199
950 S. ORANGE BLOSSOM TRAIL, ORLANDO	(407)237-6297
335 W. GRANADA AVE., ORMOND BEACH	(386)256-4735
75 WILLIAMSON BLVD, ORMOND BEACH	(386)492-3769
34092 US HWY 19 N, PALM HARBOR	(727)784-7980
750 EAST LAKE ROAD, PALM HARBOR	(727)786-4415
3950 PEMBROKE ROAD, PEMBROKE PARK	(954)322-0724
12650 PINES BLVD, PEMBROKE PINES	(954)436-5583
17331 PINES BLVD, PEMBROKE PINES	(954)704-7933
8000 PINES BLVD, PEMBROKE PINES	(954)499-0742
8005 US HIGHWAY 19 N, PINELLAS PARK	(727)520-1387
1601 W. BAKER, PLANT CITY	(813)754-6096
2807 JAMES REDMAN PKWY, PLANT CITY	(813)754-3150
4308 STERLING COMMERCE DRIVE, PLANT CITY	(813)659-8603
1690 TAYLOR ROAD, PORT ORANGE	(386)760-3883
900 DUNLAWTON BLVD, PORT ORANGE	(386)310-8741
10529 GIBSONTON DRIVE, RIVERVIEW	(813)671-9951
10921 BLOOMINGDALE AVE, RIVERVIEW	(813)413-0120
13119 SOUTH US HIGHWAY 301, RIVERVIEW	(813)677-1363
3906 US HIGHWAY 301 S, RIVERVIEW	(813)582-5815
3725 SUN CITY CENTER BLVD, RUSKIN	(813)633-6611
2300 OLD CANOE CREEK RD, SAINT CLOUD	(407)449-7111
4201 13TH STREET, SAINT CLOUD	(407)892-6970
1115 34TH STREET N., SAINT PETERSBURG	(727)323-4812
4840 PARK STREET, SAINT PETERSBURG	(727)545-9046
9000 4TH ST. N., SAINT PETERSBURG	(727)578-2279
3717 S. ORLANDO BLVD., SANFORD	(407)321-3921
470 TOWN CENTER CIRCLE, SANFORD	407)324-3280
2100 US 27 NORTH, SEBRING	(863)314-9074
10751 PARK BLVD., SEMINOLE	(727)391-2091
1959 S. RIDGEWOOD AVE., SOUTH DAYTONA	(386)788-4729
14339 SPRING HILL DRIVE, SPRING HILL	(352)683-5412
4720 COMMERCIAL WAY, SPRING HILL	(352)597-1133
12941 W SUNRISE BLVD, SUNRISE	(954)845-0323
2471 NORTH UNIVERSITY DRIVE, SUNRISE	(954)749-5556
1101 W. SLIGH AVE, TAMPA	(0)-
12981 RACE TRACK RD, TAMPA	(813)855-1519
4314 GANDY BLVD, TAMPA	813)839-8971
6202 GUNN HIGHWAY, TAMPA	(813)265-2204
8305 SHELDON ROAD, TAMPA	(813)901-5909
9940 ADAMO DRIVE, TAMPA	(813)623-2386
11720 N. 56TH STREET, TEMPLE TERRACE	(813)980-6441
2110 BLOOMINGDALE AVE, VALRICO	(813)571-5667
1440 NORTH US 17, WAUCHULA	(863)773-4055
28031 WESLEY CHAPEL BLVD, WESLEY CHAPEL	(813)991-7556
1904 WESTON ROAD, WESTON	(954)389-2255
921 E STATE RD 44, WILDWOOD	(352)748-3319
6517 OLD BRICK ROAD, WINDERMERE	(407)656-3670
13549 W COLONIAL DR, WINTER GARDEN	(407)656-0120
16007 NEW INDEPENDENCE PKWY, WINTER GARDEN	(407)537-2414
2248 WESTERN WY, WINTER GARDEN	(407)338-4107
5610 CYPRESS GARDENS BLVD, WINTER HAVEN	(863)326-9838
900 6TH STREET NW, WINTER HAVEN	(863)291-0290
1308 W. FAIRBANKS AVE, WINTER PARK	(407)519-1511
3700 ALOMA AVE, WINTER PARK	(407)677-4081
32725 EILAND BLVD, ZEPHYRHILLS	(813)715-7350
AREAS USA FLTP, LLC	
263 MILE MARKER I-91, OCOEE	(407)218-6982
AREAS USA FLTP, LLC	
184 FLORIDAS TURNPIKE, OKEECHOBEE	(863)216-5741
AREAS USA FLTP, LLC	
65 S POMPANO PARKWAY, POMPANO BEACH	(954)642-1562
AREAS USA FLTP, LLC	
FLORIDA TURNPIKE MILEPOST 144, PORT SAINT LUCIE	(772)672-3502
AREAS USA FLTP, LLC	
FLORIDA TURNPIKE MILEPOST 229, SAINT CLOUD	(407)910-2344
AREAS USA FLTP, LLC	
FL-91 MILEPOST 299, WILDWOOD	(305)322-1147
AREAS USA MIA, LLC	
2100 NW 42ND AVE, MIAMI	(786)641-6147
D&C FOODS, INC., CARL HAYES HOOVER	
1600 SW ARCHER RD, GAINESVILLE	(352)379-9333

EXHIBIT R-1 Operating Outlets By State

FLORIDA KEYS QUALITY FOODS, INC., DOROTHY NEKHAILA, SAM NEKHAILA
3336 NORTH ROOSEVELT BLVD, KEY WEST (305)296-0324
HOJEIJ BRANDED FOODS, LLC, CAROL HOJEIJ, J. STEPHEN OLSEN
ORLANDO INTERNATIONAL AIRPORT, ORLANDO (407)825-4128
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
16070 NORTHWEST US HIGHWAY 441, ALACHUA (386)418-4291
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
1711 N.MAIN STREET, GAINESVILLE (352)373-7210
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
3611 SW ARCHER RD, GAINESVILLE (352)378-3089
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
6700 NEWBERRY RD, GAINESVILLE (352)331-5681
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
9225 NW 39TH AVE, GAINESVILLE (352)336-5930
JOJOEMIHA, LLC, CHRISTINE G. KAFIE HAROUN, HANY HAROUN
1475 N UNIVERSITY DR., CORAL SPRINGS (954)340-5527
LAND O'SUN MANAGEMENT CORPORATION
6390 S STATE ROAD 53, MADISON (850)973-2351
LUAR ENTERPRISES, INC., DIANA MARIA BARALT AKA DIANA MARIA PAREDES-BARALT, RAUL JUAN PAREDES
18880 DIXIE HWY, MIAMI (305)251-3888
MARKEYWEST REAL HOLDINGS, INC., DOROTHY NEKHAILA, SAM NEKHAILA
335A DUVAL STREET, KEY WEST (305)296-5770
MARKEYWEST REAL HOLDINGS, INC., DOROTHY NEKHAILA, SAM NEKHAILA
5150 OVERSEAS HIGHWAY, MARATHON (305)743-4480
PILOT CORPORATION
1101 FRIDAY RD, COCOA (321)433-3153
PILOT CORPORATION
2020 SW 135TH ST., OCALA (352)347-8499
PILOT CORPORATION
4255 NORTHWEST HIGHWAY 326, OCALA (352)629-2428
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
1025 S MAIN, BELLE GLADE (561)992-4200
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
8220 TOURIST CENTER ROAD, BRADENTON (941)359-3706
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
800 WEST SUGARLAND HIGHWAY, CLEWISTON (863)983-2321
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
17308 PARK 78 DRIVE, FORT MYERS (239)997-7600
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
3783 CLEVELAND AVENUE, FORT MYERS (239)936-4409
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
1101 NORTH 15TH STREET, IMMOKALEE (239)867-0052
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
13750 N CLEVELAND AVENUE, NORTH FORT MYERS (239)997-9788
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
24180 VETERANS BLVD, PORT CHARLOTTE (941)766-9484
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
9301 KNIGHTS DRIVE, PUNTA GORDA (941)637-9933
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
1601 S. TAMIAMI TRAIL, SARASOTA (941)364-8015
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
5741 CLARK ROAD, SARASOTA (941)927-1244
QFRM 5 LLC, DENISE CLOE, TIMOTHY CLOE
8037 S.TAMIAMI TRAIL, SARASOTA (941)921-4868
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
5411 14TH STREET, BRADENTON 941)755-8703
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
5420 MANATEE AVENUE, BRADENTON (941)749-0577
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
1427 CAPE CORAL PARKWAY, CAPE CORAL (239)549-3600
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
1601 DEL PRADO BLVD S, CAPE CORAL (239)772-7477
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
12034 S CLEVELAND AVENUE, FORT MYERS (239)936-2004
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
9301 DANIELS PARKWAY, FORT MYERS (239)561-2220
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
10941 AIRPORT ROAD, NAPLES (239)592-0888
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
2601 E TAMIAMI TRAIL, NAPLES (239)775-8505
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
4114 N TAMIAMI TRAIL, NAPLES (239)262-8351
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
3206 N.W. TAMIAMI TRAIL, PORT CHARLOTTE (941)627-0040
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
1627 N.WASHINGTON BLVD, SARASOTA (941)954-7137
QFRM 6 LLC, DENISE CLOE, TIMOTHY CLOE
301 NORTH BENEVA ROAD, SARASOTA (941)954-1220
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
28140 S TAMIAMI TRAIL, BONITA SPRINGS (239)947-9401
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
6600 E STATE ROAD 64, BRADENTON (941)708-3668
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
41 HANCOCK BRIDGE PARKWAY WEST, CAPE CORAL 239)458-7800
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
5904 20TH ST EAST, ELLENTON (941)722-5232
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
8661 COMMONS WAY, ESTERO (239)948-7030
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
14491 PALM BEACH BLVD, FORT MYERS (239)694-8108
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
14890 SIX MILE CYPRESS PARKWAY, FORT MYERS (239)454-2563
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
15300 MCGREGOR BOULEVARD, FORT MYERS (239)482-6999
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
2501 LEE BOULEVARD, LEHIGH ACRES (239)303-2063
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
15021 TAMIAMI TRAIL, NORTH PORT (941)423-2852
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
606 EAST 10TH STREET, PALMETTO (941)729-4664
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
13417 SOUTH MCCALL ROAD, PORT CHARLOTTE (941)698-9445
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
19680 COCHRAN BLVD, PORT CHARLOTTE (941)625-5585
QFRM 7 LLC, DENISE CLOE, TIMOTHY CLOE
4331 S TAMIAMI TRAIL, VENICE (941)492-5166
QFRM DEV FL, LLC, DENISE CLOE, TIMOTHY CLOE
11727 SR 70 E, BRADENTON (941)727-5995
QFRM DEV FL, LLC, DENISE CLOE, TIMOTHY CLOE
4201 53RD AVENUE E, BRADENTON (941)751-1244
QFRM DEV FL, LLC, DENISE CLOE, TIMOTHY CLOE
5100 CORTEZ RD W., BRADENTON (941)782-9352
QFRM DEV FL, LLC, DENISE CLOE, TIMOTHY CLOE
7977 DANI DRIVE, SUITE 100, FORT MYERS (239)418-3697
QFRM DEV FL, LLC, DENISE CLOE, TIMOTHY CLOE
13030 TAMIAMI TRAIL EAST, NAPLES (239)774-0089
QFRM DEV FL, LLC, DENISE CLOE, TIMOTHY CLOE
105 N. TAMIAMI TRAIL, NOKOMIS (941)946-8599
QFRM DEV FL, LLC, DENISE CLOE, TIMOTHY CLOE
2983 EXECUTIVE DR., VENICE (941)480-9551
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
11383 PALMETTO PARK RD, BOCA RATON (561)218-0091
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
865 N FEDERAL HWY, BOCA RATON (561)395-0276
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
9192-A GLADES ROAD, BOCA RATON (561)883-5905
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
600 EAST WOOLBRIGHT ROAD, BOYNTON BEACH (561)740-9244
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
701 W BOYNTON BEACH, BOYNTON BEACH (561)734-6249
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
7400 BOYNTON BEACH BLVD., BOYNTON BEACH (561)735-0379
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
260 LINTON BLVD, DELRAY BEACH (561)278-4102
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
930 NW 62ND STREET, FORT LAUDERDALE (954)772-6032
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
6049 SOUTH MILITARY TRAIL, LAKE WORTH (561)304-7404
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
1411 HYPOLUXO ROAD, LANTANA (561)547-4920
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
7115 WEST MCNAB ROAD, NORTH LAUDERDALE (954)720-1100
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
1040 E COMMERCIAL BLVD, OAKLAND PARK (954)772-9170
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
1840 EAST ATLANTIC BLVD, POMPANO BEACH (954)943-9245
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
2281 W. SAMPLE RD., POMPANO BEACH (754)222-1082
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
2700 DR MARTIN LUTHER KING BLVD, POMPANO BEACH (954)973-1126
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
7025 N. UNIVERSITY DRIVE, TAMARAC (954)721-6990
RKR RESTAURANTS FL, LLC, RICKI R. OBEROI
7925 S. DIXIE HWY., WEST PALM BEACH (561)586-2885
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
10410 SE US HIGHWAY 441, BELLEVIEW (352)347-3225
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2570 COMMERCE PARKWAY, BUNNELL (386)437-3277

EXHIBIT R-1 Operating Outlets By State

SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1203 SOUTH WOODLAND BLVD, DELAND (386)736-8213
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1490 NORTH WOODLAND BLVD, DELAND (386)736-7105
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2817 S. BAY ST, EUSTIS (352)357-5535
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1011 BICHARA BLVD., LADY LAKE (352)750-6022
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
10401 US HIGHWAY 441, LEESBURG (352)728-0020
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
917 N. 14TH ST, LEESBURG (352)787-4466
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
18890 U.S. HIGHWAY 441, MOUNT DORA (352)735-5114
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
3155 N.W. PINE AVENUE, OCALA (352)867-1733
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
3617 W. SILVER SPRINGS, OCALA (352)629-8634
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
8470 SOUTHWEST HWY 200, OCALA (352)237-9416
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1824 REID STREET, PALATKA (386)328-7225
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1 OLD KING ROAD N, PALM COAST (386)446-2617
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
440 SW PALM COAST PARKWAY, PALM COAST (386)446-2849
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
2710 STATE ROAD #16, SAINT AUGUSTINE (904)826-0836
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
336 15TH AVENUE S, SAINT PETERSBURG (727)820-9540
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
4047 4TH ST N, SAINT PETERSBURG (727)822-0007
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
4300 34TH STREET SOUTH, SAINT PETERSBURG 727)866-8353
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
831 YAMATO RD, BOCA RATON (561)997-2008
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
10050 W SAMPLE ROAD, CORAL SPRINGS (954)755-0034
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
4676 N UNIVERSITY DRIVE, CORAL SPRINGS (954)757-6800
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
6375 W SAMPLE RD, CORAL SPRINGS (954)344-9713
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
1197 S.MILITARY TRAIL, DEERFIELD BEACH (954)428-6111
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
15020 JOG ROAD, DELRAY BEACH (561)865-0138
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
4950 LINTON BLVD, DELRAY BEACH (561)637-9779
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
7560 NW 186TH STREET, HIALEAH (305)826-1355
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
11925 NW 27TH PL., MIAMI (305)953-1477
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
1515 NORTHWEST 7TH STREET, MIAMI (305)541-6141
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
14900 SOUTHWEST 31ST STREET, MIRAMAR (954)431-7505
STARBOARD GROUP OF SOUTHEAST FLORIDA, LLC
9960 WEST OAKLAND PARK BLVD, SUNRISE (954)746-9008
STARBOARD GROUP OF SPACE COAST, LLC
8440 ASTRONAUT BLVD, CAPE CANAVERAL (321)784-8557
STARBOARD GROUP OF SPACE COAST, LLC
1841 N. 4TH STREET, FORT PIERCE (772)429-2330
STARBOARD GROUP OF SPACE COAST, LLC
2309 S US HIGHWAY 1, FORT PIERCE (772)468-0087
STARBOARD GROUP OF SPACE COAST, LLC
4900 S. FEDERAL HIGHWAY, FORT PIERCE (772)466-4065
STARBOARD GROUP OF SPACE COAST, LLC
205 S. MIRIMAR, INDIALANTIC (321)724-0800
STARBOARD GROUP OF SPACE COAST, LLC
395 E EAU GALLIE BLVD, INDIAN HARBOR BEACH (321)773-0422
STARBOARD GROUP OF SPACE COAST, LLC
2650 W. NEW HAVEN AVE., MELBOURNE (321)727-3237
STARBOARD GROUP OF SPACE COAST, LLC
4150 NORTH WICKHAM ROAD, MELBOURNE (321)259-0104
STARBOARD GROUP OF SPACE COAST, LLC
8245 NORTH WICKHAM RD, MELBOURNE (321)253-5999
STARBOARD GROUP OF SPACE COAST, LLC
950 N WICKHAM RD, MELBOURNE (321)622-4150
STARBOARD GROUP OF SPACE COAST, LLC
10 W MERRITT ISLAND CSWY, MERRITT ISLAND (321)453-3252
STARBOARD GROUP OF SPACE COAST, LLC
1154 MALABAR RD S.E., PALM BAY (321)984-5225
STARBOARD GROUP OF SPACE COAST, LLC
1755 PALM BAY ROAD NE, PALM BAY (321)676-4500
STARBOARD GROUP OF SPACE COAST, LLC
4435 NORTHLAKE BLVD., PALM BEACH GARDENS (561)626-3844
STARBOARD GROUP OF SPACE COAST, LLC
10246 S FEDERAL HWY, PORT SAINT LUCIE (772)335-0500
STARBOARD GROUP OF SPACE COAST, LLC
270 SW PORT ST LUCIE BLVD, PORT SAINT LUCIE (772)336-5633
STARBOARD GROUP OF SPACE COAST, LLC
648 BARNES BLVD., ROCKLEDGE (321)633-5667
STARBOARD GROUP OF SPACE COAST, LLC
3000 GARDEN ST., TITUSVILLE (321)268-8269
STARBOARD GROUP OF SPACE COAST, LLC
3323 COLUMBIA BLVD, TITUSVILLE (321)264-2494
STARBOARD GROUP OF SPACE COAST, LLC
6210 20TH STREET, VERO BEACH (772)564-0705
STARBOARD GROUP OF SPACE COAST, LLC
890 US HIGHWAY 1, VERO BEACH (772)562-7075
STARBOARD GROUP OF SPACE COAST, LLC
135 PALM BAY ROAD, WEST MELBOURNE (321)728-9027
STARBOARD GROUP OF TAMPA II, LLC
6024 COUNTY ROAD 579, SEFFNER (813)626-9273
STARBOARD GROUP OF TAMPA II, LLC
13712 BRUCE B. DOWNS BLVD, TAMPA (813)977-1732
STARBOARD GROUP OF TAMPA II, LLC
3601 W. HILLSBOROUGH AVENUE, TAMPA (813)873-1228
STARBOARD GROUP OF TAMPA, LLC
13135 US HWY 301, DADE CITY (352)567-5585
STARBOARD GROUP OF TAMPA, LLC
13119 N. DALE MABRY, TAMPA (813)963-0866
STARBOARD GROUP OF TAMPA, LLC
13565 CYPRESS GLENN LANE, TAMPA (813)979-1787
STARBOARD GROUP OF TAMPA, LLC
1501 HILLSBORO AVE, TAMPA (813)238-1701
STARBOARD GROUP OF TAMPA, LLC
1507 E. FOWLER, TAMPA (813)971-4370
STARBOARD GROUP OF TAMPA, LLC
1615 WEST KENNEDY BLVD., TAMPA (813)254-7205
STARBOARD GROUP OF TAMPA, LLC
19430 BRUCE B. DOWNS, TAMPA (813)994-9965
STARBOARD GROUP OF TAMPA, LLC
6620 E. MARTIN LUTHER KING BLVD., TAMPA (813)622-7222
STARBOARD GROUP OF TAMPA, LLC
8330 N. FLORIDA, TAMPA (813)932-3580
STARBOARD GROUP OF TAMPA, LLC
5658 GALL BLVD, ZEPHYRHILLS (813)779-7124
TA OPERATING LLC
7401 W. HWY 318, REDDICK (352)591-1881
TINSLEY-BRIDGEMAN, LLC
4100 GEORGE J. BEAN PARKWAY, TAMPA (813)291-3297
TROPICAL STOP, INC., CHRISTINE G. KAFIE HAROUN, HANY HAROUN
99700 S OVERSEAS HWY, KEY LARGO (305)783-5198
WEN FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
155 E. MAIN STREET, APOPKA (407)880-7114
WEN FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
1650 W ORANGE BLOSSOM TRAIL, APOPKA (407)464-0267
WEN FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
601 EXECUTIVE PARK COURT, APOPKA (407)682-6434
WEN FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
3880 FLAGG LANE, LAKE MARY (407)333-8077
WEN FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
2200 WEST ST ROAD 434, LONGWOOD (407)865-6433
WEN FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
500 S US HWY 17/92, LONGWOOD (407)831-1125
WEN FOOD MANAGEMENT, INC., AMER BOUKAI, KARIM BOUKAI, ZIAD BOUKAI
254 FOUNTAIN WEST BLVD, OCOEE (407)654-5450
WEN JAI RESTAURANT GROUP, LLC, JHONNY ALEXANDER MERCADO SAM
1091 W. HALLANDALE BEACH BLVD., HALLANDALE BEACH (954)456-5655
WEN SOUTH, LLC
775 NORTH SUMMIT STREET, CRESCENT CITY (386)463-5027
WEN SOUTH, LLC
3266 HIGHWAY 17, GREEN COVE SPRINGS (904)529-8009
WEN SOUTH, LLC
541482 US HWY 1, HILLIARD (904)265-7059
WEN SOUTH, LLC
10101 NEW BERLIN ROAD, JACKSONVILLE (904)337-4119
WEN SOUTH, LLC
10911 BAYMEADOWS ROAD, JACKSONVILLE (904)337-4126
WEN SOUTH, LLC
11295 CRYSTAL SPRINGS ROAD, JACKSONVILLE (904)786-2240
WEN SOUTH, LLC
1175 DUNN AVE, JACKSONVILLE (904)751-4645
WEN SOUTH, LLC
12135 LEM TURNER RD, JACKSONVILLE (904)768-5965
WEN SOUTH, LLC
12524 SAN JOSE BLVD, JACKSONVILLE (904)260-2393

EXHIBIT R-1 Operating Outlets By State

WEN SOUTH, LLC
12911 ATLANTIC BLVD, JACKSONVILLE (904)221-6466
WEN SOUTH, LLC
13928 BARTRAM RUN DRIVE, JACKSONVILLE (904)518-3365
WEN SOUTH, LLC
140 BARTRAM MARKET DR, JACKSONVILLE (904)559-6860
WEN SOUTH, LLC
15236 MAX LEGGETT PARKWAY, JACKSONVILLE 904)518-4431
WEN SOUTH, LLC
1616 UNIVERSITY BLVD. SOUTH, JACKSONVILLE (904)725-7996
WEN SOUTH, LLC
2001 HAMILTON STREET, JACKSONVILLE (904)387-1483
WEN SOUTH, LLC
2006 PARK STREET, JACKSONVILLE (904)389-1961
WEN SOUTH, LLC
2754 RACE TRACK RD., JACKSONVILLE (904)337-4108
WEN SOUTH, LLC
3136 EMERSON ST, JACKSONVILLE (904)265-2567
WEN SOUTH, LLC
3624 FIRESTONE RD, JACKSONVILLE (904)265-0718
WEN SOUTH, LLC
3910 UNIVERSITY BLVD. WEST, JACKSONVILLE (904)265-0890
WEN SOUTH, LLC
400 S. 3RD STREET, JACKSONVILLE (904)246-2433
WEN SOUTH, LLC
4160 LOSCO ROAD, JACKSONVILLE (904)337-4115
WEN SOUTH, LLC
4453 SOUTHSIDE BLVD, JACKSONVILLE (904)620-9161
WEN SOUTH, LLC
4842 POST STREET, JACKSONVILLE (904)265-0730
WEN SOUTH, LLC
5133 NORWOOD AVENUE, JACKSONVILLE (904)768-3757
WEN SOUTH, LLC
6021 ARGYLE FOREST BLVD., JACKSONVILLE (904)573-7887
WEN SOUTH, LLC
6238 103RD STREET, JACKSONVILLE (904)778-4459
WEN SOUTH, LLC
699 MAYPORT CROSSING BLVD., JACKSONVILLE (904)246-3529
WEN SOUTH, LLC
7027 COMMONWEALTH AVENUE, JACKSONVILLE (904)337-4117
WEN SOUTH, LLC
7102 BONNEVAL RD, JACKSONVILLE (904)281-1168
WEN SOUTH, LLC
7211 NORMANDY BLVD, JACKSONVILLE (904)378-1290
WEN SOUTH, LLC
7663 MERRILL ROAD, JACKSONVILLE (904)743-3908
WEN SOUTH, LLC
8625 BAYMEADOWS ROAD, JACKSONVILLE (904)731-8595
WEN SOUTH, LLC
9055 NEW KINGS ROAD, JACKSONVILLE (904)766-0116
WEN SOUTH, LLC
9510 APPLECROSS RD., JACKSONVILLE (904)265-2596
WEN SOUTH, LLC
210 W. WALKER DRIVE, KEYSTONE HEIGHTS (352)473-3636
WEN SOUTH, LLC
1511 S 6TH ST, MACCLENNY (904)265-2893
WEN SOUTH, LLC
2530 BLANDING BLVD, MIDDLEBURG (904)291-1157
WEN SOUTH, LLC
1110 BLANDING BLVD, ORANGE PARK (904)276-4227
WEN SOUTH, LLC
1575 ISLAND LANE, ORANGE PARK (904)541-6508
WEN SOUTH, LLC
753 PARK ST., ORANGE PARK (904)541-6459
WEN SOUTH, LLC
153 CAPITAL GREEN, PONTE VEDRA (904)567-3157
WEN SOUTH, LLC
1830 US HIGHWAY 1 S, SAINT AUGUSTINE (904)861-0155
WEN SOUTH, LLC
2260 INTERNATIONAL GOLF PKWY, SAINT AUGUSTINE (904)265-1844
WEN SOUTH, LLC
80 MARKETPLACE DRIVE, SAINT AUGUSTINE (904)494-8269
WEN SOUTH, LLC
795 COUNTY ROAD 210 W, ST JOHNS (904)429-4857
WEN SOUTH, LLC
1494 CAPITAL CIRCLE NW, TALLAHASSEE (850)576-1300
WEN SOUTH, LLC
1828 NORTH MONROE, TALLAHASSEE (850)386-6225
WEN SOUTH, LLC
1901 APALACHEE PKWY., TALLAHASSEE (850)878-6559
WEN SOUTH, LLC
1950 WEST PENSACOLA, TALLAHASSEE (850)575-9400
WEN SOUTH, LLC
2122 CAPITAL CIRCLE NE, TALLAHASSEE (850)701-9155
WEN SOUTH, LLC
2525 SOUTH MONROE ST., TALLAHASSEE (850)878-4208
WEN SOUTH, LLC
3030 WEST PENSACOLA STREET, TALLAHASSEE (850)580-4403
WEN SOUTH, LLC
3439 THOMASVILLE RD, TALLAHASSEE (850)701-9251
WEN SOUTH, LLC
3451 BANNERMAN RD., TALLAHASSEE (850)701-9158
WEN SOUTH, LLC
3561 S BLAIR STONE RD, TALLAHASSEE (850)354-5343
WEN SOUTH, LLC
6601 MAHAN DRIVE, TALLAHASSEE (850)701-8961
WEN SOUTH, LLC
15408 NE US HIGHWAY 301, WALDO (352)244-9176
WEN SOUTH, LLC
462586 STATE ROAD 200, YULEE (904)548-0108
WEN-LAKE CORPORATION, GEORGE W. BANNING, KENNETH W. DALEY
1520 NORTH BROADWAY AVENUE, BARTOW (863)533-4770
WEN-LAKE CORPORATION, GEORGE W. BANNING, KENNETH W. DALEY
1405 US 98 SOUTH, LAKELAND (863)686-5329
WEN-LAKE CORPORATION, GEORGE W. BANNING, KENNETH W. DALEY
1910 W MEMORIAL BLVD, LAKELAND (863)686-5328
WEN-LAKE CORPORATION, GEORGE W. BANNING, KENNETH W. DALEY
2240 GRIFFIN RD., LAKELAND (863)853-5757
WEN-LAKE CORPORATION, GEORGE W. BANNING, KENNETH W. DALEY
280 LAKELAND PARK BOULEVARD, LAKELAND (863)816-7600
WEN-LAKE CORPORATION, GEORGE W. BANNING, KENNETH W. DALEY
3545 LAKELAND HIGHLANDS RD, LAKELAND (863)644-5777
WEN-LAKE CORPORATION, GEORGE W. BANNING, KENNETH W. DALEY
3695 INNOVATION DRIVE, LAKELAND (863)619-2989
WEN-LAKE CORPORATION, GEORGE W. BANNING, KENNETH W. DALEY
3929 S. FLORIDA AVE., LAKELAND (863)646-0844
WEN-ONE OF FLORIDA, INC., BRIAN TUCKER
6723 US HWY 129 SOUTH, JASPER (386)792-1080
WEN-ONE OF FLORIDA, INC., BRIAN TUCKER
14170 HIGHWAY 441, LAKE CITY (386)628-5155
WEN-ONE OF FLORIDA, INC., BRIAN TUCKER
202 COREY PLACE, LAKE CITY (386)961-0019
WEN-RAM, INC., DIANA MARIA BARALT AKA DIANA MARIA PAREDES-BARALT, RAUL JUAN PAREDES
20975 SOUTH DIXIE HIGHWAY, MIAMI (305)969-8520
WEN-SOUTH HOLDINGS, INC., SERGIO A. BALSINDE, III, SERGIO A. BALSINDE, JR.
8100 W HIALEAH GARDENS BLVD, HIALEAH (305)823-6677
WEN-SOUTH HOLDINGS, INC., SERGIO A. BALSINDE, III, SERGIO A. BALSINDE, JR.
10610 SW 40TH ST, MIAMI (305)225-6209
WEN-SOUTH HOLDINGS, INC., SERGIO A. BALSINDE, III, SERGIO A. BALSINDE, JR.
13530 S.W. 152ND STREET, MIAMI (305)251-6787
WEN-SOUTH HOLDINGS, INC., SERGIO A. BALSINDE, III, SERGIO A. BALSINDE, JR.
3301 BISCAYNE BLVD, MIAMI (305)576-4488
WEN-SOUTH HOLDINGS, INC., SERGIO A. BALSINDE, III, SERGIO A. BALSINDE, JR.
7393 NW 36TH ST, MIAMI (305)594-9006
WEN-SOUTH HOLDINGS, INC., SERGIO A. BALSINDE, III, SERGIO A. BALSINDE, JR.
7555 NW 12TH ST., MIAMI (305)436-0122
WEN-STAR, INC.
180 SOUTHWEST MAIN BLVD, LAKE CITY (386)754-3898
WEN-STAR, INC.
3081 W. US HWY. 90, LAKE CITY (386)755-3930
WEN-STAR, INC.
6691 US HWY. 129, LIVE OAK (386)362-7878
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
6630 NORTH STATE ROAD 7, COCONUT CREEK (754)240-4227
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
355 W. HILLSBORO BLVD., DEERFIELD BEACH (954)481-1882
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
11191 N. WILLIAMS ST, DUNNELLON (352)533-6966
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
7085 OKEECHOBEE RD, FORT PIERCE (772)318-6707
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
6870 FOREST HILL BLVD, GREENACRES (561)966-8711
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
7753 STATE ROAD 50, GROVELAND (352)557-4169
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
11640 SE FEDERAL HIGHWAY, HOBE SOUND (772)546-6033
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
1409 N.E. JENSEN BEACH BLVD., JENSEN BEACH (772)334-4880

EXHIBIT R-1 Operating Outlets By State

WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
626 INDIANTOWN ROAD WEST, JUPITER (561)746-7936
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
2401 10TH AVE NORTH, LAKE WORTH (561)964-4412
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
3887 JOG ROAD, LAKE WORTH (561)357-1333
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
4483 SOUTH CONGRESS AVE, LAKE WORTH (561)967-3772
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
7050 JOG ROAD, LAKE WORTH (561)641-3337
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
9808 LAKE WORTH ROAD, LAKE WORTH (561)432-4612
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
2900 W. NORVELL BRYANT HWY, LECANTO (352)639-2633
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
12011 SOUTHERN BLVD., LOXAHATCHEE (561)784-5052
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
15753 SOUTHERN BOULEVARD, LOXAHATCHEE (561)314-1905
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
499 N STATE ROAD 7, MARGATE (954)971-8913
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
320 NORTHLAKE BLVD, NORTH PALM BEACH (561)845-8845
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
120 BAHIA AVENUE COURT, OCALA (352)387-9552
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
3001 E. SILVER SPRINGS BLVD., OCALA (352)622-6919
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
502 NE PARK STREET, OKEECHOBEE (863)763-8181
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
1190 NE 23RD STREET, POMPANO BEACH (954)785-9209
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
2500 WEST ATLANTIC BLVD., POMPANO BEACH (954)975-7977
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
1790 SW SAINT LUCIE WEST BLVD, PORT SAINT LUCIE (772)336-0422
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
2210 SW GATLIN BLVD., PORT SAINT LUCIE (772)871-6109
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
3741 W. BLUE HERON BLVD, RIVIERA BEACH (561)844-7120
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
560 N. STATE ROAD 7, ROYAL PALM BEACH (561)753-8770
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
1625 US HIGHWAY 1, SEBASTIAN (772)388-0735
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
3160 SE FEDERAL HWY, STUART (772)286-8181
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
7700 SOUTHWEST LOST RIVER ROAD, STUART (772)219-9008
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
8901 WEST COMMERCIAL BLVD., TAMARAC (954)722-6444
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
1376 N MILITARY TRAIL, WEST PALM BEACH (561)689-8244
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
1531 BELVEDERE ROAD, WEST PALM BEACH (561)471-9554
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
3075 45TH STREET, WEST PALM BEACH (561)687-8534
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
6790 OKEECHOBEE BLVD., WEST PALM BEACH (561)683-8888
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
951 HANK AARON DRIVE, WEST PALM BEACH (561)687-8830
WENCO HOLDINGS, LLC, CHRISTINA L. SCHWECK, EDILBERTO J. RODRIGUEZ, MICHAEL J. RODRIGUEZ
5809 SEVEN MILE DR, WILDWOOD (352)539-9953
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
1409 SUN RISE PLAZA DRIVE, CLERMONT (352)404-8310
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
850 E. HWY 50, CLERMONT (352)404-8937
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
815 W STATE ROAD 434, LONGWOOD (407)699-1325
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
11251 UNIVERSITY BOULEVARD, ORLANDO (407)671-8511
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
7693 EAST COLONIAL DRIVE, ORLANDO (407)282-0024
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
90 W. MITCHELL HAMMOCK RD, OVIEDO (407)359-5262
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
11639 WILL ODELL AVE, OXFORD (352)539-9979
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
6917 N. 56TH STREET, TAMPA (813)616-5396
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
365 UNIVERSITY PARK DRIVE, WINTER PARK (407)671-1119
WENDCO OF ORLANDO, LLC, LAWRENCE M. WILEY
1218 EAST STATE ROAD 434, WINTER SPRINGS (321)295-5005
WENDCO OF TAMPA, LLC, LAWRENCE M. WILEY
2290 GULF TO BAY, CLEARWATER (727)799-0610
WENDCO OF TAMPA, LLC, LAWRENCE M. WILEY
7230 W MISS MAGGIE DRIVE, HOMOSASSA (352)417-7947
WENDCO OF TAMPA, LLC, LAWRENCE M. WILEY
4240 U.S. HWY 19 SOUTH, NEW PORT RICHEY (727)848-6156
WENDCO OF TAMPA, LLC, LAWRENCE M. WILEY
1452 SOUTH PASADENA AVE, SOUTH PASADENA (727)343-5440
WENDCO OF TAMPA, LLC, LAWRENCE M. WILEY
912 E. TARPON AVE, TARPON SPRINGS (727)934-0208
WENDELTA, INC.
109 S. TYNDALL PARKWAY, CALLAWAY (850)769-3907
WENDELTA, INC.
2 NEW MARKET ST, CANTONMENT (850)484-7056
WENDELTA, INC.
2200 HIGHWAY 29 SOUTH, CANTONMENT (850)937-9869
WENDELTA, INC.
1715 MAIN STREET, CHIPLEY (850)638-5300
WENDELTA, INC.
1355 N FERDON BLVD, CRESTVIEW (850)331-2999
WENDELTA, INC.
3705 S. FERDON BLVD, CRESTVIEW (850)689-1224
WENDELTA, INC.
34717 EMERALD COAST PARKWAY, DESTIN (850)837-9199
WENDELTA, INC.
145 EGLIN PKWY N.E., FORT WALTON BEACH (850)243-5048
WENDELTA, INC.
299 RACETRACK ROAD NW, FORT WALTON BEACH (850)864-3860
WENDELTA, INC.
20 DANIEL ST, GULF BREEZE (850)281-0738
WENDELTA, INC.
3191 GULF BREEZE PKWY, GULF BREEZE (850)916-7007
WENDELTA, INC.
2604 S HIGHWAY 77, LYNN HAVEN (850)914-2604
WENDELTA, INC.
2200 HIGHWAY 71, MARIANNA (850)900-7341
WENDELTA, INC.
441 MARY ESTHER BLVD, MARY ESTHER (850)244-0828
WENDELTA, INC.
6477 HIGHWAY 90 WEST, MILTON (850)626-9105
WENDELTA, INC.
1022 JOHN SIMS PKWY, NICEVILLE (850)729-2233
WENDELTA, INC.
4774 HIGHWAY 90, PACE (850)281-0188
WENDELTA, INC.
610 W. 23RD STREET, PANAMA CITY (850)763-7800
WENDELTA, INC.
8720 THOMAS DRIVE, PANAMA CITY BEACH (850)233-0100
WENDELTA, INC.
1706 WEST FAIRFIELD DRIVE, PENSACOLA (850)432-0208
WENDELTA, INC.
5153 N 9TH AVE, PENSACOLA (850)479-4333
WENDELTA, INC.
5685 N 9TH AVE, PENSACOLA (850)477-3566
WENDELTA, INC.
7012 N DAVIS HWY, PENSACOLA (850)477-3610
WENDELTA, INC.
7200 PENSACOLA BLVD, PENSACOLA (850)512-2994

WENDELTA, INC.
8080 HIGHWAY 98 WEST, PENSACOLA (850)456-0505
WENDIUM OF FLORIDA, INC., BRIAN DOMINGUEZ, GEORGINA DOMINGUEZ, JENNIFER M. SUAREZ, RAUL DOMINGUEZ
46 EAST 49TH STREET, HIALEAH (305)821-6482
WENDIUM OF FLORIDA, INC., BRIAN DOMINGUEZ, GEORGINA DOMINGUEZ, JENNIFER M. SUAREZ, RAUL DOMINGUEZ
2000 NW 10TH AVENUE, MIAMI (305)326-1297
WENDIUM OF FLORIDA, INC., BRIAN DOMINGUEZ, GEORGINA DOMINGUEZ, JENNIFER M. SUAREZ, RAUL DOMINGUEZ
645 NW 57TH AVENUE, MIAMI (786)388-3033
WENDIUM OF FLORIDA, INC., BRIAN DOMINGUEZ, GEORGINA DOMINGUEZ, JENNIFER M. SUAREZ, RAUL DOMINGUEZ
6898 BIRD ROAD, MIAMI (305)661-2343
WENDIUM OF FLORIDA, INC., BRIAN DOMINGUEZ, GEORGINA DOMINGUEZ, JENNIFER M. SUAREZ, RAUL DOMINGUEZ
8295 NORTHWEST 27TH AVE, MIAMI (305)835-7535
WENDIUM OF FLORIDA, INC., BRIAN DOMINGUEZ, GEORGINA DOMINGUEZ, JENNIFER M. SUAREZ, RAUL DOMINGUEZ
25 NORTHEAST 167 STREET, NORTH MIAMI BEACH (305)493-3292

GEORGIA

APPALACHIAN RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
614 YOUNG HARRIS HIGHWAY, BLAIRSVILLE (706)781-3395
APPALACHIAN RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
1041 NORTH THIRD AVENUE, CHATSWORTH (706)695-4100
APPALACHIAN RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
1004 SOUTH MAIN, CLEVELAND (706)348-1590
APPALACHIAN RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
88 PINE TREE WAY, DAHLONEGA (706)867-1076
APPALACHIAN RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
209 HIGHLAND XING, ELLIJAY (706)636-1181
APPALACHIAN RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
3646 THOMPSON BRIDGE ROAD, GAINESVILLE (770)534-2737
APPALACHIAN RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
1853 HIGHWAY 53 WEST, JASPER (706)253-3738
APPALACHIAN RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
13419 HIGHWAY 27, TRION (706)734-3131
ASSOCIATED RESTAURANT VENTURES, INC., KELLY C. JOHNSON, THOMAS C. JOHNSON
1011 JORDAN DRIVE, ATHENS (706)227-2950
ASSOCIATED RESTAURANT VENTURES, INC., KELLY C. JOHNSON, THOMAS C. JOHNSON
1980 BARNETT SHOALS RD, ATHENS (706)549-8190
ASSOCIATED RESTAURANT VENTURES, INC., KELLY C. JOHNSON, THOMAS C. JOHNSON
415 PRINCE AVE, ATHENS (706)850-3143
ASSOCIATED RESTAURANT VENTURES, INC., KELLY C. JOHNSON, THOMAS C. JOHNSON
2261 SOUTH MAIN STREET, GREENSBORO (706)453-9349
ASSOCIATED RESTAURANT VENTURES, INC., KELLY C. JOHNSON, THOMAS C. JOHNSON
114 EAST MAY STREET, WINDER (770)867-4000
BRK OF ALABAMA, LLC, BRYAN DOUGLAS RAY, KAREN M. RAY
2390 WHITESVILLE RD, LA GRANGE (706)668-6460
BRK OF ALABAMA, LLC, BRYAN DOUGLAS RAY, KAREN M. RAY
303 VERNON STREET, LA GRANGE (706)884-2780
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
3315 COBB PARKWAY, ACWORTH (770)529-6945
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
3550 BAKER RD NW, ACWORTH (770)975-3924
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
6205 HWY 92, ACWORTH (770)926-0786
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
957 HIGHWAY 140 WEST, ADAIRSVILLE (770)769-9914
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
101 RIVER POINTE PKWY, CANTON (770)345-4981
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
102 RIVERSTONE PARKWAY, CANTON (770)479-3441
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
154 PROMINENCE POINT BLVD., CANTON (770)479-0737
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
3265 E. CHEROKEE DRIVE, CANTON (678)880-0802
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
254 N DIXIE AVE, CARTERSVILLE (770)382-3518
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
3 CHARLEY HARPER DRIVE, CARTERSVILLE (678)719-8324
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
5640 HIGHWAY 20 S. E., CARTERSVILLE (770)382-1158
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
95 OLD ALLATOONA ROAD, CARTERSVILLE (770)607-8182
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
199 S SECOND STREET, COCHRAN (478)934-1360
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1380 CEDAR GROVE ROAD, CONLEY (404)363-4302
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1291 DOGWOOD DR SE, CONYERS (770)760-8672
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1561 HIGHWAY 20 N.E., CONYERS (770)761-6000
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2340 SALEM ROAD, CONYERS (770)860-0337
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
11120 HWY 142, COVINGTON (770)788-1774
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
3300 HWY 278 N.E., COVINGTON (770)787-2834
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
4220 SALEM ROAD, COVINGTON (678)625-4540
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2670 FREEDOM PARKWAY, CUMMING (770)781-5356
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
111 MARKETPLACE, DAWSONVILLE (706)203-1167
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2570 CANDLER ROAD, DECATUR (404)244-0907
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2970 ANVIL BLOCK ROAD, ELLENWOOD (404)363-3838
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
309 CAMELLIA BLVD, FORT VALLEY (478)822-0303
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1905 VAUGHN RD., KENNESAW (770)424-9421
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
4065 CHEROKEE STREET, KENNESAW (678)581-0388
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
995 CHASTAIN RD. N.W., KENNESAW (770)419-5694
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
3015 PANOLA ROAD, LITHONIA (770)981-3766
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
6156 COVINGTON HWY., LITHONIA (770)593-8553
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1123 ROSWELL STREET, MARIETTA (770)422-9661
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1312 JOHNSONS FERRY ROAD, MARIETTA (770)565-7150
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2238 ROSWELL RD, MARIETTA (770)971-7305
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2961 SHALLOWFORD RD, MARIETTA (770)973-1700
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
3442 ERNEST W. BARRETT PARKWAY N.W., MARIETTA 770)426-0904
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
55 POWDER SPRINGS ST., MARIETTA (770)575-2885
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
45 MARS HILL ROAD, POWDER SPRINGS (770)425-2286
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
418 S MAIN ST, SWAINSBORO (478)237-5565
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1017 HWY 19 NORTH, THOMASTON (706)646-4001
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2105 MOODY ROAD, WARNER ROBINS (478)929-0008
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
12085 HWY 92, WOODSTOCK (770)517-8394
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2350 TOWNE LAKE PARKWAY, WOODSTOCK (770)592-5656
CALATLANTA LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
5345 OLD HIGHWAY 5, WOODSTOCK (770)517-1119
CALHOUN MANAGEMENT CORPORATION, PICKENS M. LINDSAY
53 JOSH HALL RD, BLUE RIDGE (706)632-3082
CALHOUN MANAGEMENT CORPORATION, PICKENS M. LINDSAY
1082 LEVEL GROVE RD, CORNELIA (706)778-8685
CALHOUN MANAGEMENT CORPORATION, PICKENS M. LINDSAY
8492 MAIN ST, HELEN (706)878-3332
CALHOUN MANAGEMENT CORPORATION, PICKENS M. LINDSAY
1530 S. BIG A ROAD, TOCCOA (706)886-1854
CAROLINA RESTAURANT GROUP, INC.
1954 WASHINGTON RD, THOMSON (706)595-5250
CBM OF WILMINGTON ISLAND, LLC, CBM ENTERPRISES, LLC, CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.
7835 HWY 80 E., SAVANNAH (912)897-2003
DONALDSON ENTERPRISES, II, INC.
1303 ST. AUGUSTINE ROAD, VALDOSTA (229)242-3222
DONALDSON ENTERPRISES, INC.
1617 N. ASHLEY ST, VALDOSTA (229)244-9496
DONALDSON INVESTMENTS, II, INC.
5110 JEWELL-FUTCH RD, LAKE PARK (229)559-8177
DONALDSON INVESTMENTS, III, INC.
3107 N OAK ST, VALDOSTA (229)244-1102
DONALDSON INVESTMENTS, INC.
1428 SAM NUNN BLVD., PERRY (478)987-5260
DONALDSON INVESTMENTS, IV, INC.
1812 WEST HILL AVENUE, VALDOSTA (229)245-9182

EXHIBIT R-1 Operating Outlets By State

ELITE BURGERS, LLC
177 N LEE ST, FORSYTH (478)994-1978
ELITE BURGERS, LLC
1961 EATONTON ROAD, MADISON (706)342-0134
ELITE BURGERS, LLC
1117 W.SPRING STREET, MONROE (678)635-8739
FFC LIMITED PARTNERSHIP
38 RICKMAN ST, CLAYTON (706)782-9215
FFC LIMITED PARTNERSHIP
621 ELBERT ST, ELBERTON (706)408-8103
FFC LIMITED PARTNERSHIP
1209 E FRANKLIN ST, HARTWELL (706)376-0790
FFC LIMITED PARTNERSHIP
921 FRANKLIN SPRINGS STREET, ROYSTON (706)245-6678
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
11156 HWY. 106, CARNESVILLE (706)384-3122
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
30462 HIGHWAY 441 SOUTH, COMMERCE (706)335-4663
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
416 SHALLOWFORD ROAD, GAINESVILLE (770)718-0880
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
587 SOUTH ENOTA DRIVE, GAINESVILLE (770)531-1800
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
5270 HIGHWAY 129 NORTH, JEFFERSON (706)693-4442
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
3825 MUNDY MILL RD, OAKWOOD (770)503-9661
FORT HILL RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
150 EAST LOUISE STREET, CLARKESVILLE (706)754-0090
FORT HILL RESTAURANT GROUP, LLC, PICKENS M. LINDSAY
3630 RIVERSIDE DRIVE, MACON (478)238-1303
GENESIS RESTAURANT GROUP, LLC
280 EXCHANGE BLVD, BETHLEHEM (770)586-0287
GENESIS RESTAURANT GROUP, LLC, BERT HILL, CARROL SAUNDERS, ROBERT, JR., CHRIS MCLEAN, KELLY C. JOHNSON, SR
705 US HWY 29 N, ATHENS (706)546-7628
GENESIS RESTAURANT GROUP, LLC, BERT HILL, CARROL SAUNDERS, ROBERT, JR., CHRIS MCLEAN, KELLY C. JOHNSON, SR
765 DACULA ROAD, DACULA (770)243-2583
HBF VERGE PARTNERS I JV, LLC, HOJEIJ BRANDED FOODS, LLC, J. STEPHEN OLSEN, WASSIM HOJEIJ
6000 NORTH TERMINAL PARKWAY, ATLANTA (678)515-3860
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
1520 MCFARLAND ROAD, ALPHARETTA (770)753-9163
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
1650 MANSELL ROAD, ALPHARETTA (770)552-2873
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
4307 STATE BRIDGE ROAD, ALPHARETTA (678)566-7897
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
4860 HIGHWAY 9 N, ALPHARETTA (678)297-1959
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
5950 HIGHWAY 53, BRASELTON (706)654-1355
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
2385 MALL OF GEORGIA BOULEVARD, BUFORD (678)546-3531
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
4930 FRIENDSHIP ROAD, BUFORD (678)714-0809
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
300 TRI COUNTY PLZ, CUMMING (770)887-2665
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
2110 HAMILTON CREEK PARKWAY, DACULA (770)271-1598
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
2076 PLEASANT HILL RD, DULUTH (770)476-5545
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
2741 MEADOW CHURCH ROAD, DULUTH (770)418-9926
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
690 DULUTH HWY, LAWRENCEVILLE (678)878-3173
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
1935 INDIAN TRAIL RD, NORCROSS (770)242-8718
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
5491 SPALDING DRIVE, NORCROSS (770)710-0174
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
6130 JIMMY CARTER BLVD, NORCROSS (770)368-0683
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
1568 HOLCOMB BRIDGE RD, ROSWELL (770)650-8107
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
1062 PEACHTREE INDUSTRIAL BLVD, SUWANEE (678)482-5069
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
2960 LAWRENCEVILLE-SUWAN, SUWANEE (770)932-1560
HOOVER FOODS, INC., CARL H. HOOVER IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE CARL HAYES HOOVER, DUANE L. HOOVER, JR., PATRICIA HOOVER BENNETT
3661 PEACHTREE PKWY., SUWANEE (770)495-7433
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
1730 WALTON WAY, AUGUSTA (706)738-5096
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
3013 PEACH ORCHARD, AUGUSTA (706)426-8193
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
3342 WRIGHTSBORO RD., AUGUSTA (706)738-0859
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
3816 WASHINGTON RD, AUGUSTA (762)994-1882
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
449 WALTON WAY, AUGUSTA (706)724-9441
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
430 SOUTH BELAIR ROAD, MARTINEZ (706)210-1248
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
200 VIRGINIA PARKWAY, WAYNESBORO (706)551-5051
JDL INVESTMENTS II, LLC
1811 HOUSTON LAKE ROAD, PERRY (478)988-3267
JDL INVESTMENTS II, LLC, BERNARD J. LOWENTHAL, JR., JULIE D. LOWENTHAL
3460 MADISON HWY, VALDOSTA (229)469-4385
JDL INVESTMENTS IV, LLC
825 GA HIGHWAY 122 WEST, HAHIRA (229)794-8106
JDL INVESTMENTS V, LLC
808 EAST FRANKLIN STREET, SYLVESTER (229)518-3602
PILOT CORPORATION
2605 BOULDERCREST ROAD, ATLANTA (404)212-8282
PILOT CORPORATION
2975 RIVERWATCH PARKWAY, AUGUSTA (706)481-9939
PILOT CORPORATION
2111 US 41 HWY NE, CALHOUN (706)625-0940
PILOT CORPORATION
2995 HIGHWAY 36 WEST, JACKSON (770)504-8590
PLD ENTERPRISES, INC.
601 MEMORIAL DR., WAYCROSS (912)283-6584
SOUTH GA BURGERS, LLC
1202 CRAWFORD ST., AMERICUS (229)380-0427
SOUTH GA BURGERS, LLC
1515 E 16TH AVENUE, CORDELE (229)273-7577
SOUTH GA BURGERS, LLC
1404 S PETERSON, DOUGLAS (912)384-1991
SOUTH GA BURGERS, LLC
271 OCILLA HWY, FITZGERALD (229)424-9240
SOUTH GA BURGERS, LLC
1716 1ST AVE, MOULTRIE (229)985-5678
SOUTH GA BURGERS, LLC
1310 US HIGHWAY 82 W, TIFTON (229)382-4552

EXHIBIT R-1 Operating Outlets By State

SOUTH GA BURGERS, LLC
208 E. 20TH STREET, TIFTON (229)386-9280
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
401 BATTLEFIELD PKWY, FORT OGLETHORPE (706)419-8081
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
905 HWY 53 E SE, CALHOUN (706)629-1925
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
1140 N. GLENWOOD, DALTON (706)226-3215
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
2600 MARTIN LUTHER KING JR BLVD, DALTON (706)277-5706
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
1911 NATHAN DEAN PARKWAY, ROCKMART (678)757-0003
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
1700 TURNER MCCALL BLVD SW, ROME (706)290-0002
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
2435 SHORTER AVENUE, ROME (706)234-3272
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
3343 MARTHA BERRY HWY NW, ROME (706)235-0633
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
801 MARTHA BERRY BLVD NW, ROME (706)291-1008
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
3931 CLEVELAND HWY, VARNELL (706)222-0254
THE WIT GROUP, INC., DAVID C. BLAND
164 ALTAMA CONNECTOR, BRUNSWICK (912)267-0966
THE WIT GROUP, INC., DAVID C. BLAND
4938 NEW JESUP HWY, BRUNSWICK (912)262-6830
THE WIT GROUP, INC., DAVID C. BLAND
945 S FIRST STREET, JESUP (912)588-9090
THE WIT GROUP, INC., DAVID C. BLAND
1350 HWY 40 E, KINGSLAND (912)729-5620
THE WIT GROUP, INC., DAVID C. BLAND
4545 HIGHWAY 17, RICHMOND HILL (912)756-2727
THE WIT GROUP, INC., DAVID C. BLAND
2442 OSBORNE RD, SAINT MARYS (912)882-7009
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
1025 RALPH DAVID ABERNATHY RD, ATLANTA (404)752-5744
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
1795 HOWELL MILL ROAD, ATLANTA (404)351-0456
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
2301 MARIETTA BLVD. NW, ATLANTA (404)351-4868
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
3041 HEADLAND DRIVE, ATLANTA (404)344-6106
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
3383 S. BUFORD HWY., ATLANTA (404)633-6541
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
35 HAMILTON E HOLMES DR NW E, ATLANTA (404)691-8990
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
3990 MARTIN L. KING DR., ATLANTA (404)696-2961
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
427 MORELAND S.E., ATLANTA (404)627-1616
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
5255 OLD NATIONAL HWY., ATLANTA (404)763-0459
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
660 BOULEVARD N.E., ATLANTA (404)874-8069
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
185 SOUTH SERVICE RD S.W., AUSTELL (678)945-4160
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
3504 CHAMBLEE TUCKER ROAD, CHAMBLEE (770)451-2922
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
520 PEACHTREE PARKWAY, CUMMING (770)888-7092
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
6959 DOUGLAS BLVD., DOUGLASVILLE (770)949-4002
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
2210 JONESBORO ROAD, FAIRBURN (678)489-5609
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
1072 BEAR CREEK BLVD, HAMPTON (770)707-0696
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
325 N. CENTRAL AVE., HAPEVILLE (404)761-3667
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
860 VIRGINIA AVE, HAPEVILLE (404)763-9515
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
4900 FLOYD RD SW, MABLETON (770)627-3394
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
1270 POWERS FERRY RD, MARIETTA (678)540-2276
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
1170 PERIMETER CENTER WEST, SANDY SPRINGS (770)391-9886
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
135 FISCHER CROSSINGS DR, SHARPSBURG (770)304-2291
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
2808 SPRING RD SE, SMYRNA (770)952-4553
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
100 CHARLIE WATTS DRIVE, DALLAS (678)202-4169
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
8659 HIRAM-ACWORTH HWY, DALLAS (770)529-8850
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
7835 SENOIA RD., FAIRBURN (770)969-4608
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
1645 SOUTH HWY 29, NEWNAN (770)251-9072
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
381 NEWNAN CROSSING BYPASS, NEWNAN (678)423-1443
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
625 CARROLLTON ST, TEMPLE (770)562-8803
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
1133 BANKHEAD HWY, CARROLLTON (678)664-1083
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
1000 WILLIAMS ST, HOGANSVILLE (706)637-9228
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
139 EAST COLLEGE STREET, BOWDON (770)258-0804
VP RESTAURANTS, LLC, ARLYNN D. VAN PAEPEGHEM, JOHN MEZZANOTTE, MATTHEW VAN PAEPEGHEM
803 SOUTH PARK, CARROLLTON (770)834-2213
WECAL, L.L.C., PICKENS M. LINDSAY
318 HIGHWAY 49 NORTH, BYRON (478)956-4061
WECAL, L.L.C., PICKENS M. LINDSAY
2080 CHATTANOOGA ROAD, DALTON (706)281-1885
WECAL, L.L.C., PICKENS M. LINDSAY
214 CONNECTOR #3, DALTON (706)428-0608
WECAL, L.L.C., PICKENS M. LINDSAY
2001 VETERANS BLVD, DUBLIN (478)275-7659
WECAL, L.L.C., PICKENS M. LINDSAY
2172 S. HWY 441, DUBLIN (478)275-4044
WECAL, L.L.C., PICKENS M. LINDSAY
1073 GRAY HIGHWAY, MACON (478)755-9980
WECAL, L.L.C., PICKENS M. LINDSAY
1407 EISENHOWER PARKWAY, MACON (478)788-5608
WECAL, L.L.C., PICKENS M. LINDSAY
4397 HARTLEY BRIDGE ROAD, MACON (478)788-3050
WECAL, L.L.C., PICKENS M. LINDSAY
6040 ZEBULON RD, MACON (478)475-1400
WECAL, L.L.C., PICKENS M. LINDSAY
611 S HARRIS ST, SANDERSVILLE (478)552-0407
WECAL, L.L.C., PICKENS M. LINDSAY
1295 SOUTH HOUSTON LAKE RD, WARNER ROBINS (478)987-4632
WECAL, L.L.C., PICKENS M. LINDSAY
2925 WATSON ROAD, WARNER ROBINS (478)953-0964
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
12706 US-27, CHICKAMAUGA (706)375-5088
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
3588 BATTLEFIELD PARKWAY, FORT OGLETHORPE 706)866-7399
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
399 N. MAIN STREET, LA FAYETTE (706)638-7500

EXHIBIT R-1 Operating Outlets By State

WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
5872 ALABAMA HWY, RINGGOLD (706)937-3800
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
50 CRIMSON DRIVE, TRENTON (706)657-7400
WEN GEORGIA, LLC
1940 PIEDMONT ROAD, ATLANTA (404)876-8250
WEN GEORGIA, LLC
2957 N DRUID HILLS ROAD, ATLANTA (404)329-9385
WEN GEORGIA, LLC
3675 CASCADE RD., ATLANTA (470)412-0520
WEN GEORGIA, LLC
8455 ROSWELL RD, ATLANTA (470)357-6400
WEN GEORGIA, LLC
4100 S BOGAN ROAD, BUFORD (470)589-5070
WEN GEORGIA, LLC
4365 BUFORD DR, BUFORD (770)932-8228
WEN GEORGIA, LLC
1555 ROME HWY, CEDARTOWN (470)466-3145
WEN GEORGIA, LLC
5621 PEACHTREE IND BLVD, CHAMBLEE (770)451-2640
WEN GEORGIA, LLC
1705 SCOTT BLVD, DECATUR (404)633-5396
WEN GEORGIA, LLC
4071 COVINGTON HWY, DECATUR (404)288-0281
WEN GEORGIA, LLC
4643 MEMORIAL DRIVE, DECATUR (470)357-6139
WEN GEORGIA, LLC
4965 FLAT SHOALS PARKWAY, DECATUR (770)987-0100
WEN GEORGIA, LLC
6131 FAIRBURN ROAD, DOUGLASVILLE (470)412-0250
WEN GEORGIA, LLC
1615 PLEASANT HILL ROAD, DULUTH (770)252-5342
WEN GEORGIA, LLC
3350 SHELBY LANE, EAST POINT (404)494-9200
WEN GEORGIA, LLC
11121 TARA BLVD, HAMPTON (770)603-0010
WEN GEORGIA, LLC
165 SCENIC HWY, LAWRENCEVILLE (770)963-3286
WEN GEORGIA, LLC
3400 SUGARLOAF PARKWAY, LAWRENCEVILLE (678)518-4092
WEN GEORGIA, LLC
4840 SUGARLOAF PKWY., LAWRENCEVILLE (770)682-5558
WEN GEORGIA, LLC
4029 FIVE FORKS TRICKUM ROAD, LILBURN (678)924-0049
WEN GEORGIA, LLC
4234 HIGHWAY 29, LILBURN (770)925-4757
WEN GEORGIA, LLC
2815 LEE RD, LITHIA SPRINGS (678)819-7824
WEN GEORGIA, LLC
4849 BILL GARDNER PKWY, LOCUST GROVE (678)432-1359
WEN GEORGIA, LLC
260 COOPER ROAD S.W., LOGANVILLE (770)513-8288
WEN GEORGIA, LLC
4331 ATLANTA HWY 78, LOGANVILLE (770)466-7075
WEN GEORGIA, LLC
1753 MACLAND ROAD, MARIETTA (678)774-9013
WEN GEORGIA, LLC
3035 CANTON HWY, MARIETTA (770)212-9442
WEN GEORGIA, LLC
1169 HIGHWAY 20-81, MCDONOUGH (770)274-4486
WEN GEORGIA, LLC
1760 JONESBORO ROAD, MCDONOUGH (770)914-2456
WEN GEORGIA, LLC
1928 GA-155 N, MCDONOUGH (678)820-0433
WEN GEORGIA, LLC
273 KEYS FERRY STREET, MCDONOUGH 770)914-1250
WEN GEORGIA, LLC
3425 HIGHWAY 81 E, MCDONOUGH (470)357-6235
WEN GEORGIA, LLC
2059 MT ZION RD, MORROW (770)478-3900
WEN GEORGIA, LLC
6241 JONESBORO RD, MORROW (770)961-6464
WEN GEORGIA, LLC
7363 JONESBORO RD, MORROW (678)422-1440
WEN GEORGIA, LLC
1110 RICHARD D. SAILORS PARKWAY, POWDER SPRINGS (770)439-1177
WEN GEORGIA, LLC
2380 SOUTH COBB DRIVE, SMYRNA (470)410-2002
WEN GEORGIA, LLC
4932 S. COBB DRIVE, SMYRNA (678)496-3897
WEN GEORGIA, LLC
2231 SCENIC HWY, SNELLVILLE (770)858-5255
WEN GEORGIA, LLC
3385 CENTERVILLE HWY. SNELLVILLE (770)982-4377
WEN GEORGIA, LLC
100 KELLEYTOWN ROAD, STOCKBRIDGE (0)-
WEN GEORGIA, LLC
1777 ROCKQUARRY ROAD, STOCKBRIDGE (770)389-5575
WEN GEORGIA, LLC
3847 HIGHWAY 138 SE, STOCKBRIDGE (770)474-3529
WEN GEORGIA, LLC
1235 S.HAIRSTON RD, STONE MOUNTAIN (404)299-5079
WEN GEORGIA, LLC
1880 ROCKBRIDGE ROAD, STONE MOUNTAIN (770)469-1233
WEN GEORGIA, LLC
4453 HUGH HOWELL ROAD, TUCKER (770)491-8950
WEN SOUTH, LLC
7348 SPOUT SPRING RD, FLOWERY BRANCH (762)533-0037
WEN SOUTH, LLC
1376 SCRUBBY BLUFF ROAD, KINGSLAND (912)452-1045
WEN SOUTH, LLC
2668 WINDY HILL RD, MARIETTA (770)984-9766
WEN SOUTH, LLC
870 HIGHWAY 138 W, STOCKBRIDGE (678)293-8894
WEN-ALBANY, LLC, CHARLIE DAVIS
1101 DAWSON ROAD, ALBANY (229)436-6464
WEN-ALBANY, LLC, CHARLIE DAVIS
1714 E OGELTHORPE, ALBANY (229)883-1382
WEN-ALBANY, LLC, CHARLIE DAVIS
2548 DAWSON ROAD, ALBANY (229)432-5565
WEN-ALBANY, LLC, CHARLIE DAVIS
3001 NORTH SLAPPEY ROAD, ALBANY (229)432-1999
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
595 SOUTH HIGHWAY 341, BARNESVILLE (770)358-2303
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
800 S GLYNN ST., FAYETTEVILLE (770)461-1927
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
99 PAVILION PARKWAY, FAYETTEVILLE (678)817-6625
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
103 N EXPRESSWAY, GRIFFIN (678)572-4545
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
1506 WEST MCINTOSH ROAD, GRIFFIN (770)228-4343
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
599 THORNTON ROAD, LITHIA SPRINGS (678)401-6121
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
923 VETERANS HWY SE, MABLETON (770)941-7375
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
3835 AUSTELL RD SW, MARIETTA (770)944-3856
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
1102 PEACHTREE PKWY, PEACHTREE CITY (678)364-0274
WEN-ROBB, LLC, LARRY C. ROBBINS, WILLIAMS M. MARTIN, JR.
975 CROSSTOWN DRIVE, PEACHTREE CITY (770)703-1988
WEN-STAR, INC.
1307 EAST SHOTWELL STREET, BAINBRIDGE (229)246-2192
WEN-STAR, INC.
1600 E. JACKSON ST., THOMASVILLE (229)226-8671
WENDELTA, INC.
1633 BRADLEY PARK, COLUMBUS (706)288-8627
WENDELTA, INC.
1707 WYNNTON ROAD, COLUMBUS (706)288-4563
WENDELTA, INC.
3639 VICTORY DR, COLUMBUS (706)288-7235
WENDELTA, INC.
5585 WHITTLESEY BLVD, COLUMBUS (706)288-5079
WENDELTA, INC.
6490 MILGEN ROAD, COLUMBUS (706)288-4810
WENMARR FOODS OF WEST GEORGIA, L.L.C., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
5965 BAKERS FERRY ROAD SW, ATLANTA (404)349-5611
WENMARR FOODS OF WEST GEORGIA, L.L.C., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
4786 JIMMY LEE SMITH PARKWAY, HIRAM (770)222-7255
WENMARR FOODS OF WEST GEORGIA, L.L.C., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
1511 1/2 LAFAYETTE PARKWAY, LA GRANGE (706)845-7799
WENMARR FOODS OF WEST GEORGIA, L.L.C., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
2840 EAST HIGHWAY 34, NEWNAN (770)252-0782
WENMARR FOODS, INC., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
2096 METROPOLITAN PARKWAY SW, ATLANTA (404)763-0168
WENMARR FOODS, INC., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
1995 ALABAMA AVENUE, BREMEN (770)537-5351
WENMARR FOODS, INC., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
131 MAIN STREET, FOREST PARK (404)361-8050

WENMARR FOODS, INC., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
8543 TARA BLVD, JONESBORO (770)471-0752
WENMARR FOODS, INC., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
1210 BULLSBORO DRIVE, NEWNAN (770)304-0555
WENMARR FOODS, INC., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
6817 HIGHWAY 85, RIVERDALE (770)997-7203
WENMARR FOODS, INC., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
4630 JONESBORO RD, UNION CITY (770)969-0609
WENMARR FOODS, INC., ARLYNN D. VAN PAEPEGHEM, MATTHEW VAN PAEPEGHEM
186 HWY 61 CONNECTOR, VILLA RICA (770)459-8133
WENMILL, L.L.C., PAUL A. RAMBLER, PICKENS M. LINDSAY
2341 N. COLUMBIA DRIVE, MILLEDGEVILLE (478)295-3242
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
749 W OGLETHORPE HWY, HINESVILLE (912)448-2575
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
6001 HARRISON RD, MACON (478)336-5965
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1561 POOLER PARKWAY, POOLER (912)348-3069
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
400 EAST HIGHWAY 80, POOLER (912)748-0502
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
7106 HIGHWAY 21, PORT WENTWORTH (912)964-8470
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
112 MALL BLVD, SAVANNAH (912)352-2801
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
11303 WHITE BLUFF RD, SAVANNAH (912)335-7168
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
2020 VICTORY DR, SAVANNAH (912)234-2819
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
294 CROSSROADS PARKWAY, SAVANNAH (912)544-0346
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
5321 WATERS AVE, SAVANNAH (912)354-3658
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
5996 OGEECHEE ROAD, SAVANNAH (912)925-7048
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
615 MARTIN LUTHER KING JR. BLVD, SAVANNAH (912)238-3715
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
1325 HIGHWAY 21S, SPRINGFIELD (912)407-0475
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
500 FAR RD, STATESBORO (912)681-4289
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
600 NORTHSIDE DR E, STATESBORO (912)259-9333
WENSAVANNAH LLC, PAUL A. RAMBLER, PICKENS M. LINDSAY
901 E 1ST ST, VIDALIA (912)537-1506
YCD ENTERPRISES II, LLC
100 FLORIDA ROAD, ADEL (229)896-4501
YCD ENTERPRISES, LLC
3983 BEMISS ROAD, VALDOSTA (229)241-8222
ZENITH INVESTMENT, INC., DUANE L. HOOVER, SR, IN HIS CAPACITY AS TRUSTEE OF THE 2016 DUANE L. HOOVER, SR.
2159 SAVOY DRIVE, CHAMBLEE (770)455-7752

HAWAII

COTTI FOODS CALIFORNIA, INC.
89-102 FARRINGTON HWY, WAIANAE (808)445-6007
COTTI FOODS HAWAII, INC.
99-245 MOANALUA ROAD, AIEA (808)374-9277
COTTI FOODS HAWAII, INC.
630 PUULOA ROAD, HONOLULU (808)374-9299
COTTI FOODS HAWAII, INC.
349 E. KAMEHAMEHA AVENUE, KAHULUI (808)877-2719
COTTI FOODS HAWAII, INC.
1143 KAILUA RD, KAILUA (808)940-0208
COTTI FOODS HAWAII, INC.
490 KAMOKILA BLVD., KAPOLEI (808)374-9919
COTTI FOODS HAWAII, INC.
91-5431 KAPOLEI PARKWAY, KAPOLEI (808)628-4797
COTTI FOODS HAWAII, INC.
1030 MAKOLU ST, PEARL CITY (808)374-9303
COTTI FOODS HAWAII, INC.
30 SOUTH KAMEHAMEHA HWY, WAHIAWA (808)374-9366
COTTI FOODS HAWAII, INC.
94-1040 WAIPIO UKA ST, WAIPAHU (808)677-7700
COTTI FOODS HAWAII, INC.
94-615 KUPUOHI STREET, WAIPAHU (808)374-9600

IDAHO

BRONCO BURGERS, LLC
1180 BROADWAY, BOISE (208)336-1700
BRONCO BURGERS, LLC
3680 STATE STREET, BOISE (208)344-8284
BRONCO BURGERS, LLC
8100 WEST FRANKLIN ROAD, BOISE (208)377-5900
BRONCO BURGERS, LLC
8610 W OVERLAND RD, BOISE (208)377-1726
BRONCO BURGERS, LLC
600 N 10TH AVE, CALDWELL (208)459-7535
BRONCO BURGERS, LLC
65 EAGLE RIVER DRIVE, EAGLE (208)939-8717
BRONCO BURGERS, LLC
5525 CHINDEN BOULEVARD, GARDEN CITY (208)327-4900
BRONCO BURGERS, LLC
871 N. MERIDIAN, KUNA (208)593-2826
BRONCO BURGERS, LLC
100 E. CORPORATE DRIVE, MERIDIAN (208)888-2900
BRONCO BURGERS, LLC
1467 W CHINDEN BLVD, MERIDIAN (208)296-6190
BRONCO BURGERS, LLC
3140 E. FLORENCE, MERIDIAN (208)884-5303
BRONCO BURGERS, LLC
2910 AMERICAN LEGION WAY, MOUNTAIN HOME (208)587-3190
BRONCO BURGERS, LLC
1028 CALDWELL BLVD, NAMPA (208)466-9599
BRONCO BURGERS, LLC
4108 GARRITY BLVD, NAMPA (208)463-9629
BRONCO BURGERS, LLC
424 12TH AVE RD, NAMPA (208)463-9044
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
3439 S. HITT RD., AMMON (208)529-5322
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
1195 PARKWAY DRIVE, BLACKFOOT (208)785-4111
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
4519 YELLOWSTONE AVENUE, CHUBBUCK (208)238-8349
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
1275 WEST BROADWAY, IDAHO FALLS (208)542-5322
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
1333 NORTHGATE MILE, IDAHO FALLS (208)522-5322
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
929 YELLOWSTONE AVE., POCATELLO (208)233-8383
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
145 S STATE ST, PRESTON (208)852-0113
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
1117 SOUTH YELLOWSTONE HIGHWAY, REXBURG (208)497-0075
CLASSIC FOODS, INC., PINCOCK, ROBERT, TODD S. RICKS
510 RIGBY LAKE DR., RIGBY (208)745-8161
GBK FOODS, LLC
659 N.OVERLAND, BURLEY (208)678-9303
GBK FOODS, LLC
818 BLUE LAKES BLVD, TWIN FALLS (208)734-8255
WENSPOK RESOURCES, LLC, PETER B. NISBET
202 EAST APPLEWAY, COEUR D ALENE (208)676-8699
WENSPOK RESOURCES, LLC, PETER B. NISBET
279 W. CANFIELD, COEUR D ALENE (208)772-3344
WENSPOK RESOURCES, LLC, PETER B. NISBET
1819 21ST ST, LEWISTON (208)743-1212
WENSPOK RESOURCES, LLC, PETER B. NISBET
1030 W.PULLMAN ROAD, MOSCOW (208)883-8112
WENSPOK RESOURCES, LLC, PETER B. NISBET
477150 HWY 95, PONDERAY (208)997-4111
WENSPOK RESOURCES, LLC, PETER B. NISBET
3939 E. CENTRAL AVE., POST FALLS (208)777-8369

ILLINOIS

WENDYS OLD FASHIONED HAMBURGERS
245 S. RANDALL RD, ALGONQUIN (847)458-8461
1260 ORCHARD ROAD, AURORA (630)907-2982
2600 OGDEN AVENUE, AURORA (630)820-3641
801 N. LAKE STREET, AURORA (630)897-6553
150 SOUTH GARY AVE, BLOOMINGDALE (630)582-7950
396 S. BOLINGBROOK DRIVE, BOLINGBROOK (630)783-8202
7220 WEST 79TH STREET, BRIDGEVIEW (708)563-0686
2280 RANDALL ROAD, CARPENTERSVILLE (847)551-9694
740 NORTHWEST HWY, CARY (847)639-4543
145 S. WESTERN AVE, CHICAGO (312)226-4802
1623 W. DIVISION ST, CHICAGO (773)486-2344
2053 W LAWRENCE, CHICAGO (773)275-1090
2215 N WASHTENAW AVE, CHICAGO (773)342-9339
2312 NORTH ASHLAND, CHICAGO (773)327-7398

EXHIBIT R-1 Operating Outlets By State

WENDYS OLD FASHIONED HAMBURGERS

242 WEST GARFIELD BLVD, CHICAGO	(773)285-6300
2610 W PERSHING, CHICAGO	(773)650-5819
2811 N NARRAGANSETT AVE, CHICAGO	(331)871-7536
3516 E 118TH STREET, CHICAGO	(773)646-4420
3610 N WESTERN, CHICAGO	(773)525-7368
3943 N. HARLEM AVENUE, CHICAGO	(773)481-7971
4100 S. PULASKI ROAD, CHICAGO	(773)579-1421
4140 W. BELMONT AVE., CHICAGO	(773)685-4093
4412 N PULASKI RD, CHICAGO	(773)283-7687
4901 W. NORTH AVENUE, CHICAGO	(773)489-7270
5472 N HARLEM AVE, CHICAGO	(773)763-6754
5679 S. ARCHER, CHICAGO	(773)585-1431
5729 S. KEDZIE AVE, CHICAGO	(773)918-0417
6324 N WESTERN AVE, CHICAGO	(773)274-2994
7031 SOUTH WESTERN AVE, CHICAGO	(773)737-1125
8302 S ASHLAND, CHICAGO	(773)239-4071
8645 SOUTH STONY ISLAND, CHICAGO	(773)375-8466
8740 S. LAFAYETTE AVE, CHICAGO	(773)729-1401
3310 S CICERO AVE, CICERO	(312)854-7001
5147 W CERMAK, CICERO	(708)863-3606
9941 W. 55TH ST., COUNTRYSIDE	(708)354-4720
13400 CICERO AVENUE, CRESTWOOD	(708)239-0905
6116 NORTHWEST HIGHWAY, CRYSTAL LAKE	(815)455-5222
7100 KINGERY RD, DARIEN	(630)920-0224
2570 DEMPSTER, DES PLAINES	(847)827-2849
1420 S 75TH STREET, DOWNERS GROVE	(630)960-3897
865 SOUTH RANDALL ROAD, ELGIN	(847)717-4332
4610 WEST LAKE AVE, GLENVIEW	(847)824-1879
6585 GRAND AVE, GURNEE	(847)855-8700
7920 W. 95TH STREET, HICKORY HILLS	(708)430-9525
29 W. GOLF RD., HOFFMAN ESTATES	(847)885-4637
8501 OGDEN AVE, LYONS	(708)442-4481
2433 N RICHMOND RD, MCHENRY	(815)385-0154
901 W NORTH AVENUE, MELROSE PARK	(708)345-0113
1283 RICKERT DRIVE, NAPERVILLE	(630)778-0077
1560 N. STATE ROUTE 59, NAPERVILLE	(630)961-9683
11 NORTH HARLEM AVENUE, OAK PARK	(708)383-2748
58 S WEBER RD., ROMEOVILLE	(815)886-9947
210 EAST ROLLINS ROAD, ROUND LAKE BEACH	(847)201-8046
1530 E. ALGONQUIN ROAD, SCHAUMBURG	(847)303-0242
3700 TOUHY AVE., SKOKIE	(847)673-1991
320 E. OGDEN, WESTMONT	(630)323-1379
1925 BOUGHTON ROAD, WOODRIDGE	(630)910-0170

ALL STAR MANAGEMENT NO. 17, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

2900 PLAINFIELD ROAD, JOLIET	(815)577-1409

ALL STAR MANAGEMENT NO. 18, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

104 NORTH CENTER STREET, JOLIET	(815)726-0187

ALL-STAR MANAGEMENT #10, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

19175 LAGRANGE RD., MOKENA	(708)479-2560

ALL-STAR MANAGEMENT NO. 1, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

495 N KINZIE AVE, BRADLEY	(815)932-9102

ALL-STAR MANAGEMENT NO. 11, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

2430 E LINCOLN HWY, NEW LENOX	(815)462-8975

ALL-STAR MANAGEMENT NO. 12, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

12723 S ASHLAND AVE, CALUMET PARK	(708)389-1646

ALL-STAR MANAGEMENT NO. 14, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

129 CYPRESS DR, MANTENO	(815)468-0739

ALL-STAR MANAGEMENT NO. 16, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

525 E. NORTH AVENUE, GLENDALE HEIGHTS	(630)545-0322

ALL-STAR MANAGEMENT NO. 20, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

505 N CUNNINGHAM, URBANA	(217)344-2899

ALL-STAR MANAGEMENT NO. 22, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

1200 E. SIBLEY BLVD, DOLTON	(708)849-9555

ALL-STAR MANAGEMENT NO. 23, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

758 WEST 117TH STREET, CHICAGO	(773)264-7920

ALL-STAR MANAGEMENT NO. 25, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

11110 S. CICERO AVE, ALSIP	(708)425-3390

ALL-STAR MANAGEMENT NO. 27, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

2033 N PROSPECT AVE, CHAMPAIGN	(217)355-9484

ALL-STAR MANAGEMENT NO. 28, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

956 N. YORK ROAD, ELMHURST	(630)530-5041

ALL-STAR MANAGEMENT NO. 29, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

221 SOUTH WEBER ROAD, BOLINGBROOK	(630)759-0805
3 E SIBLEY BLVD, CALUMET CITY	(708)891-2040
3951 W. 183RD STREET, HAZEL CREST	(708)206-2696
14115 SOUTH BELL ROAD, HOMER GLEN	(708)301-9206
3012 REFLECTION DRIVE, NAPERVILLE	(630)904-2675
4071 167TH ST, OAK FOREST	(708)331-3498
16737 S. LAGRANGE ROAD, ORLAND HILLS	(708)403-2189
7360 WEST 159TH STREET, ORLAND PARK	(708)444-0565
12875 S. HARLEM AVENUE, PALOS HEIGHTS	(708)923-6676
13407 S. RT. 59, PLAINFIELD	(815)439-1269
1275 LAKEVIEW DRIVE, ROMEOVILLE	(630)226-0958
940 BROOK FOREST, SHOREWOOD	(815)254-4852
170 WEST 162ND STREET, SOUTH HOLLAND	(708)596-3318
7251 W 183RD ST, TINLEY PARK	(708)429-0027

ALL-STAR MANAGEMENT NO. 3, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

1740 W COURT ST, KANKAKEE	(815)939-1638

ALL-STAR MANAGEMENT NO. 4, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

634 W. 14TH STREET, CHICAGO HEIGHTS	(708)748-2370

ALL-STAR MANAGEMENT NO. 43, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

206 W NORTH AVE, VILLA PARK	(630)516-0527

ALL-STAR MANAGEMENT NO. 44, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

14840 S WESTERN AVE, POSEN	(708)954-0342

ALL-STAR MANAGEMENT NO. 5, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

599 WILLIAM LATHAM DR, BOURBONNAIS	(815)932-6681

ALL-STAR MANAGEMENT NO. 6, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

110 S. LARKIN, JOLIET	(815)730-9708

ALL-STAR MANAGEMENT NO. 7, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

18257 S HALSTED ST, GLENWOOD	(708)755-3590

ALL-STAR MANAGEMENT NO. 9, INC., ANTHONY C. ALLEGRO, MARIO A. ALLEGRO

424 S SCHMALE RD, CAROL STREAM	(630)668-4790

BB ST. LOUIS, LLC

1825 HOMER M. ADAMS PARKWAY, ALTON	(618)462-3593

BB ST. LOUIS, LLC

2600 GREEN MOUNT COMMONS DR., BELLEVILLE	(618)234-3029

BB ST. LOUIS, LLC

5959 BELLEVILLE CROSSING ST, BELLEVILLE	(618)355-7618

BB ST. LOUIS, LLC

1061 COLLINSVILLE CROSSING, COLLINSVILLE	(618)343-3767

BB ST. LOUIS, LLC

6204 N. ILLINOIS ST., FAIRVIEW HEIGHTS	(618)628-6984

BB ST. LOUIS, LLC

2638 N. ILLINOIS AVENUE, SWANSEA	(618)277-2414

BB ST. LOUIS, LLC

1845 VAUGHN DR, WOOD RIVER	(618)258-0813

BF ILLINOIS LLC

1362 SOUTH RT. 12, FOX LAKE	(847)973-9581

BF ILLINOIS LLC

2560 SKOKIE VALLEY RD, HIGHLAND PARK	(847)432-2590

BF ILLINOIS LLC

2310 GREENBAY ROAD, NORTH CHICAGO	(847)473-1244

BF ILLINOIS LLC

210 W TOWN LINE ROAD, VERNON HILLS	(847)367-4401

BF ILLINOIS LLC

2005 NORTH LEWIS AVE, WAUKEGAN	(847)336-0067

BF ILLINOIS LLC

120 N. EASTWOOD DRIVE, WOODSTOCK	(815)337-0460

BF ILLINOIS LLC

3400 SHERIDAN ROAD, ZION	(847)746-3343

HAMRA CHICAGO, LLC, MICHAEL K. HAMRA

854 ST RT 59, BARTLETT	(630)830-7861

HAMRA CHICAGO, LLC, MICHAEL K. HAMRA

300 W. HALF DAY ROAD, BUFFALO GROVE	(847)955-0794

HAMRA CHICAGO, LLC, MICHAEL K. HAMRA

151 SOUTH WESTERN, CARPENTERSVILLE	(847)428-0383

HAMRA CHICAGO, LLC, MICHAEL K. HAMRA

1595 LEE STREET, DES PLAINES	(847)827-5586

HAMRA CHICAGO, LLC, MICHAEL K. HAMRA

622 DUNDEE AVE, EAST DUNDEE	(847)428-9205

HAMRA CHICAGO, LLC, MICHAEL K. HAMRA

1001 DUNDEE AVENUE, ELGIN	(847)717-3269

EXHIBIT R-1 Operating Outlets By State

HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
900 BUSSE RD, ELK GROVE VILLAGE (847)952-1360
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
4150 GROVE AVENUE, GURNEE (847)336-3519
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
105 ARROWHEAD DRIVE, HAMPSHIRE (847)683-9478
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
1065 LAKE STREET, HANOVER PARK (630)893-4272
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
1171 NORTH ROHLWING ROAD, ITASCA (630)250-7160
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
229 S. RAND RD., LAKE ZURICH (847)540-9695
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
2050 SHELL DRIVE, LIBERTYVILLE (847)362-3905
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
370 S US HIGHWAY 45, LINDENHURST (847)245-7013
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
1895 DOUGLAS ROAD, MONTGOMERY (630)844-9320
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
1589 NAPERVILLE WHEATON RD, NAPERVILLE (630)355-9373
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
8309 GOLF RD., NILES (847)965-4423
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
1 SOUTH 576 MIDWEST ROAD, OAKBROOK TERRACE (630)268-8715
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
1207 W. NORTHWEST HIGHWAY, PALATINE (847)359-3706
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
265 N. NORTHWEST HWY, PALATINE (847)359-1675
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
3101 BELVEDERE, PARK CITY (847)244-1100
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
1750 E. HIGGINS ROAD, SCHAUMBURG (847)605-0225
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
1871 GOLF ROAD, SCHAUMBURG (847)885-4563
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
9335 IRVING PARK RD, SCHILLER PARK (847)671-9669
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
9319 SKOKIE BLVD, SKOKIE (224)998-0680
HAMRA CHICAGO, LLC, MICHAEL K. HAMRA
881 S. SUTTON RD., STREAMWOOD (630)540-0382
HICKS ENTERPRISES INCORPORATED, HENRY A. HICKS, SABRINA R. HICKS
7601 SOUTH CICERO AVENUE, CHICAGO (773)581-5480
HICKS ENTERPRISES INCORPORATED, HENRY A. HICKS, SABRINA R. HICKS
9843 S. WESTERN, CHICAGO (773)233-7006
K & K FOODS, INC., SCOTT M. KING
1689 WILLARD DR, FREEPORT (815)232-8938
K & K FOODS, INC., SCOTT M. KING
885 E HWY 38, ROCHELLE (815)562-5062
K & K FOODS, INC., SCOTT M. KING
1110 EAST STATE STREET, ROCKFORD (815)962-1101
K & K FOODS, INC., SCOTT M. KING
5965 E RIVERSIDE, ROCKFORD (815)636-9612
K & K FOODS, INC., SCOTT M. KING
6390 E. STATE, ROCKFORD (815)229-7992
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
200 S MAIN ST, EAST PEORIA (309)643-1180
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
976 N. HENDERSON ST., GALESBURG (309)342-7011
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
3811 41ST AVENUE DRIVE, MOLINE (309)736-1490
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
3503 COURT STREET, PEKIN (309)642-6560
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
5001 NORTH BIG HOLLOW ROAD, PEORIA (309)692-2359
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
1432 38TH ST., ROCK ISLAND (309)788-9117
PATTMAN, LLC
920 W. BROADWAY, CENTRALIA (618)533-2555
PATTMAN, LLC
1210 N. KELLER DR., EFFINGHAM (217)342-4420
PATTMAN, LLC
901 W MORTON AVE, JACKSONVILLE (217)243-6668
PATTMAN, LLC
935 WEST JACKSON AVENUE, MACOMB (309)837-7700
PATTMAN, LLC
1128 NORTH CARBON, MARION (618)993-6565
PATTMAN, LLC
3917 BROADWAY ST, MOUNT VERNON (618)244-1313
PATTMAN, LLC
1525 W. MAIN, SALEM (618)548-9193
PATTMAN, LLC
821 VETERANS AVENUE, VANDALIA (618)283-1878
PILOT TRAVEL CENTERS LLC
1522 W. MARKET STREET, BLOOMINGTON (309)829-3826
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
1321 SYCAMORE ROAD, DEKALB (815)756-3400
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
212 W. EVERETT ROAD, DIXON (815)288-5089
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
200 N. KIRK RD., GENEVA (630)845-1316
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
105 NORTH RIDGE ROAD, MINOOKA (815)467-6002
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
1926 DIVISION STREET, MORRIS (815)942-8342
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
1440 N COLUMBUS, OTTAWA (815)433-0334
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
1420 38TH STREET, PERU (815)223-6452
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
2226 N. MAIN, PRINCETON (815)875-8322
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
2602 E. LINCOLNWAY, STERLING (815)625-5644
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
2403 N BLOOMINGTON ST, STREATOR (779)237-1002
SAREN RESTAURANTS, INC., SEAN MICHAEL NIKLAS
1645 DEKALB AVE., SYCAMORE (815)991-9079
STARBOARD WITH CHEESE, LLC
2 CIETEN PLAZA, BARRY (309)431-4880
STARBOARD WITH CHEESE, LLC
412 E. WALNUT AVE, CARBONDALE (618)566-6237
STARBOARD WITH CHEESE, LLC
1209 BROADWAY AVE E, MATTOON (309)431-4888
STARBOARD WITH CHEESE, LLC
505 SOUTH DEERFIELD, PONTIAC (815)348-1630
STARBOARD WITH CHEESE, LLC
3530 BROADWAY, QUINCY (217)919-2177
STARBOARD WITH CHEESE, LLC
1250 TORONTO ROAD, SPRINGFIELD (309)431-4885
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
15305 U.S. HIGHWAY 150, PARIS (217)463-2254
WENDYS OF BLOOMINGTON, INC., WILLIAM PARKS
511 S COMMERCIAL STREET, HARRISBURG (618)294-8344
WENDYS OF BLOOMINGTON, INC., WILLIAM PARKS
1511 SOUTH PARK AVE., HERRIN (618)942-8710
WENDYS OF BLOOMINGTON, INC., WILLIAM PARKS
1701 IL ROUTE 148, MARION (618)969-8280
WENDYS OF BLOOMINGTON, INC., WILLIAM PARKS
1719 N ILLINOIS HIGHWAY 1, MARSHALL (217)826-6967
WENZAK CHICAGO SOUTHLAND, INC.
17100 S. TORRENCE AVENUE, LANSING (708)895-8070
WENZAK HEARTLAND, INC., LYNN ZAK, MICHAEL ZAK
2501 NORTH VERMILLON, DANVILLE (217)442-5980
WENZAK HEARTLAND, INC., LYNN ZAK, MICHAEL ZAK
102 W. PERSHING ROAD, DECATUR (217)872-6442
WENZAK HEARTLAND, INC., LYNN ZAK, MICHAEL ZAK
6104 CENTER GROVE RD, EDWARDSVILLE (618)692-8160
WENZAK HEARTLAND, INC., LYNN ZAK, MICHAEL ZAK
1205 W. WEIR ST, LITCHFIELD (217)324-3771
WENZAK HEARTLAND, INC., LYNN ZAK, MICHAEL ZAK
1600 E. COLLEGE AVENUE, NORMAL (309)452-0200
WENZAK HEARTLAND, INC., LYNN ZAK, MICHAEL ZAK
1735 BRADFORD LANE, NORMAL (309)888-4101
WENZAK HEARTLAND, INC., LYNN ZAK, MICHAEL ZAK
700 N. WEBSTER, TAYLORVILLE (217)824-4055
WENZAK QSC MANAGEMENT, INC., LYNN ZAK, MICHAEL ZAK
2962 KIRK RD, AURORA (331)212-6615
WENZAK QSC MANAGEMENT, INC., LYNN ZAK, MICHAEL ZAK
1905 W. WILSON RD., BATAVIA (630)406-0040
WENZAK QSC MANAGEMENT, INC., LYNN ZAK, MICHAEL ZAK
465 S. MCLEAN BLVD., ELGIN (847)741-5121
WENZAK QSC MANAGEMENT, INC., LYNN ZAK, MICHAEL ZAK
942 S. RANDALL ROAD, SAINT CHARLES (630)513-0050
WENZAK QSC MANAGEMENT, INC., LYNN ZAK, MICHAEL ZAK
1855 MARKET VIEW DRIVE, YORKVILLE (630)553-1922
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
2723 NORTH MANHEIM ROAD, FRANKLIN PARK (847)455-1230
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
305 ROOSEVELT ROAD, GLEN ELLYN (630)790-3444
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
4116 W ROOSEVELT ROAD, HILLSIDE (708)547-7847
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
13280 S. IL RT 47, HUNTLEY (224)858-4858
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
2815 WOODLAWN RD, LINCOLN (217)735-1011
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
7200 W 25TH STREET, NORTH RIVERSIDE (708)447-6614
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
13543 WILLOWBROOK RD, ROSCOE (217)614-4535

WENZAK, INC., LYNN ZAK, MICHAEL ZAK
14465 BLACKHAWK, SOUTH BELOIT (815)624-4128
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
2700 N. DIRKSEN PARKWAY, SPRINGFIELD (217)788-7901
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
2901 LINDBERGH BOULEVARD, SPRINGFIELD (217)546-5516
WENZAK, INC., LYNN ZAK, MICHAEL ZAK
467 GEORGETOWN SQUARE, WOOD DALE (630)238-7984

INDIANA

BETTER FOOD SYSTEMS, INC.
900 W. MAIN, PERU (765)472-2784
BETTER FOOD SYSTEMS, INC.
1101 E. TIPTON ST, SEYMOUR (812)522-9900
BETTER FOOD SYSTEMS, INC.
1107 E STATE ROAD 44, SHELBYVILLE (317)392-4897
BETTER FOOD SYSTEMS, INC.
2523 N. 6TH, VINCENNES (812)882-1125
BETTER FOOD SYSTEMS, INC.
3356 LAKE CITY HWY, WARSAW (574)269-2939
BOMAR FOODS, INC.
2201 N. OAK RD, PLYMOUTH (574)935-9305
CLINTON FOODS, INC.
1551 E. WABASH, FRANKFORT (765)659-2811
CROWN POINT ENTERPRISES, INC.
616 NORTH MAIN STREET, CROWN POINT (219)662-1434
DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2777 LINCOLNWAY E, MISHAWAKA (574)204-2334
DJ RENTALS, LLC
1511 S WASHINGTON ST, CRAWFORDSVILLE (765)362-1244
DJ RENTALS, LLC
2010 CR 350 SOUTH, LAFAYETTE (765)474-7935
DJ RENTALS, LLC
1064 W. BROADWAY, MONTICELLO (574)583-0508
DJ RENTALS, LLC
2340 MAIN STREET, ROCHESTER (574)223-8654
DJ RENTALS, LLC
2029 NORTHGATE DR, WEST LAFAYETTE (765)567-0114
DYER ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH
790 JOLIET STREET, DYER (219)864-4631
EASTERN INDIANA MANAGEMENT COMPANY, INC. JOHN GASSER
15600 WEST COMMERCE RD, DALEVILLE (765)378-4764
EASTERN INDIANA MANAGEMENT COMPANY, INC. JOHN GASSER
223 EAST MCGALLIARD, MUNCIE (765)284-3996
EASTERN INDIANA MANAGEMENT COMPANY, INC. JOHN GASSER
2501 S. MADISON, MUNCIE (765)282-7790
EASTERN INDIANA MANAGEMENT COMPANY, INC. JOHN GASSER
2620 W. JACKSON, MUNCIE (765)284-3374
FIN ENTERPRISES, INC., JOHN R. BARNEY
7790 CORRINNE DR., HAMMOND (219)844-7780
FROSTY MANAGEMENT CORPORATION
1201 TEAL ROAD, LAFAYETTE (765)474-0903
FROSTY MANAGEMENT CORPORATION
3621 STATE ROAD 38 E, LAFAYETTE (765)449-2772
FROSTY MANAGEMENT CORPORATION
252 E. STATE STREET, WEST LAFAYETTE (765)743-5885
FROSTY MANAGEMENT CORPORATION
701 SAGAMORE PK, WEST LAFAYETTE (765)463-4939
HAMMOND ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH
1844 165TH STREET, HAMMOND (219)844-8626
HOBART ENTERPRISES, INC.
4500 WEST 61ST AVENUE, HOBART (219)945-1558
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
3001 N. WAYNE, ANGOLA (260)668-1063
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
120 WEST NORTH STREET, KENDALLVILLE (260)347-9746
INSPIRED BY OPPORTUNITY, LLC
748 INDIAN BOUNDRY PIKE, CHESTERTON (219)250-1454
INSPIRED BY OPPORTUNITY, LLC
1720 N. CASSOPOLIS ST., ELKHART (574)264-4232
INSPIRED BY OPPORTUNITY, LLC
2929 FERNDALE ROAD, ELKHART (574)875-3974
INSPIRED BY OPPORTUNITY, LLC
301 WEST HIVELY, ELKHART (574)295-8159
INSPIRED BY OPPORTUNITY, LLC
900 W. PIKE ST., GOSHEN (574)533-2733
INSPIRED BY OPPORTUNITY, LLC
101 EAST RIDGE ROAD, GRIFFITH (219)237-3798
INSPIRED BY OPPORTUNITY, LLC
1202 LINCOLNWAY WEST, LA PORTE (219)362-1155
INSPIRED BY OPPORTUNITY, LLC
8105 MERRILLVILLE ROAD, MERRILLVILLE (219)472-5146
INSPIRED BY OPPORTUNITY, LLC
3715 S. FRANKLIN ST., MICHIGAN CITY (219)872-0368
INSPIRED BY OPPORTUNITY, LLC
2675 WILLOWCREEK, PORTAGE (219)763-3096
INSPIRED BY OPPORTUNITY, LLC
6181 US HIGHWAY 6, PORTAGE (219)706-2128
INSPIRED BY OPPORTUNITY, LLC
1504 N CALUMET, VALPARAISO (219)464-8781
INWEN, INC.
103 FRONTAGE RD, HUNTINGTON (260)356-4524
KENNEDY HIGHLAND ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH
9703 KENNEDY AVENUE, HIGHLAND (219)922-6804
MARION RESTAURANTS SOUTH, INC.
1410 S. WESTERN AVENUE, MARION (765)662-6546
MARION RESTAURANTS, INC.
1223 N WABASH AVE, MARION (765)664-6126
MERRILLVILLE ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH
3310 E. 81ST AVE., MERRILLVILLE (219)942-6344
MUNSTER ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH
8003 CALUMET AVENUE, MUNSTER (219)836-4810
PILOT TRAVEL CENTERS LLC
6900 N. OLD 27, FREMONT (260)833-6156
PILOT TRAVEL CENTERS LLC
18011 COLORADO STREET, HEBRON (219)696-6437
PILOT TRAVEL CENTERS LLC
6252 STATE RTE. 18 EAST, MARION (765)673-0067
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
10565 EAST US 36, AVON (317)209-0397
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
5201 E. US HWY 36, AVON (317)745-0292
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
10585 NORTH MICHIGAN ROAD, CARMEL (317)228-1397
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
2370 E. 116TH STREET, CARMEL (317)846-4412
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
13708 OLIVIA WAY, FISHERS (317)773-3319
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
8921 EAST 116TH STREET, FISHERS (317)585-9912
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
1508 N STATE ST, GREENFIELD (317)462-4822
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
8804 S.MADISON AVE, INDIANAPOLIS (317)885-8498
QFRM 1, LLC, DENISE CLOE, TIMOTHY CLOE
1362 S. LEBANON, LEBANON (765)482-7644
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
875 NORTH GREEN ST, BROWNSBURG (317)852-8590
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
12702 PARKSIDE DRIVE, FISHERS (317)570-9887
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
8000 EAST 96TH STREET, FISHERS (317)578-8544
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
1007 E. 86TH STREET, INDIANAPOLIS (317)255-8334
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
2409 POST DRIVE, INDIANAPOLIS (317)897-0435
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
5230 E. THOMPSON ROAD, INDIANAPOLIS (317)791-8603
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
5250 SOUTH EAST STREET, INDIANAPOLIS (317)783-7602
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
5509 N. KEYSTONE, INDIANAPOLIS (317)257-5787
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
5699 GEORGETOWN ROAD, INDIANAPOLIS (317)216-0653
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
5765 SUNNYSIDE DRIVE, INDIANAPOLIS (317)826-8069
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
6025 W. 10TH, INDIANAPOLIS (317)240-0857
QFRM 2, LLC, DENISE CLOE, TIMOTHY CLOE
16732 CLOVER ROAD, NOBLESVILLE (317)776-9429
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
2809 N. 600 WEST, GREENFIELD (317)894-0327
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
1606 N. SHADELAND, INDIANAPOLIS (317)353-8441
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
2245 N. MERIDIAN ST, INDIANAPOLIS (317)925-5562
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
2903 KENTUCKY AVE, INDIANAPOLIS (317)247-0498
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
3323 E. WASHINGTON ST, INDIANAPOLIS (317)638-9152
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
3507 W. 86TH STREET, INDIANAPOLIS (317)872-8467

EXHIBIT R-1 Operating Outlets By State

QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
4322 SOUTHPORT RD, INDIANAPOLIS (317)865-9131
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
5055 W WASHINGTON ST, INDIANAPOLIS (317)247-5001
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
5620 WEST 86TH STREET, INDIANAPOLIS (317)824-0236
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
6351 E. 82ND STREET,INDIANAPOLIS (317)849-6594
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
7423 N. SHADELAND, INDIANAPOLIS (317)849-8301
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
7802 U.S 31, INDIANAPOLIS (317)888-7529
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
9799 E. WASHINGTON ST, INDIANAPOLIS (317)897-0338
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
8302 PENDLETON PIKE, LAWRENCE (317)549-9714
QFRM 3, LLC, DENISE CLOE, TIMOTHY CLOE
3703 STATE ROAD 32 E, WESTFIELD (317)867-3574
QFRM 4 LLC, DENISE CLOE, TIMOTHY CLOE
490 N MORTON ST, FRANKLIN (317)738-0310
QFRM 4 LLC, DENISE CLOE, TIMOTHY CLOE
747 S. STATE ROUTE 135, GREENWOOD (317)881-2872
QFRM 4 LLC, DENISE CLOE, TIMOTHY CLOE
1450 W. MORRIS STREET, INDIANAPOLIS (317)636-0009
QFRM DEV IN, LLC, DENISE CLOE, TIMOTHY CLOE
7249 E. 146TH ST., CARMEL (317)669-1160
QFRM DEV IN, LLC, DENISE CLOE, TIMOTHY CLOE
1065 SOUTHPARK DR, GREENWOOD (317)883-4828
QFRM DEV IN, LLC, DENISE CLOE, TIMOTHY CLOE
655 WESTFIELD RD, NOBLESVILLE (463)243-1134
QFRM DEV IN, LLC, DENISE CLOE, TIMOTHY CLOE
1501 CHATHAM COMMONS BLVD., WESTFIELD (317)804-3657
SCHEREVILLE ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH
990 US HIGHWAY 41, SCHERERVILLE (219)864-1413
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
9001 CAMP RUN PKWY, SELLERSBURG 0)-
ST. JOHN 41 ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH
9603 WICKER AVE., SAINT JOHN (219)750-1234
SUCCESS ENTERPRISES, INC.
3420 CENTRAL AVENUE, LAKE STATION (219)962-5523
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
11 ALPINE DRIVE, BATESVILLE (812)934-2984
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
1801 N.BROADWAY, GREENSBURG (812)662-6548
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
3640 SOUTH KEYSTONE AVENUE, INDIANAPOLIS (317)782-1099
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
3810 S. POST ROAD, INDIANAPOLIS (317)862-6547
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
449 W EADS PKWY, LAWRENCEBURG (812)537-5327
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
1200 N.STATE ST, NORTH VERNON (812)346-8183
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
1840 N MAIN ST, RUSHVILLE (765)389-8056
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
2035 N. RILEY HWY, SHELBYVILLE (317)421-1703
VALPARAISO ENTERPRISES, LLC, JAB & KBS, LLC, JULIE A. BIESZCZAT, KATHLEEN B. SMITH
2211 MORTHLAND DRIVE, VALPARAISO (219)464-2732
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3416 W. 16TH STREET, BEDFORD (812)275-4031
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
717 E. NATIONAL, BRAZIL (812)442-1855
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
814 N. CONNER COURT, DALE (812)937-9789
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3351 1ST. AVE., EVANSVILLE (812)425-2359
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
400 N. BURKHARDT ROAD, EVANSVILLE (812)471-4841
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
410 N SAINT JOSEPH AVE, EVANSVILLE (812)424-8737
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
4610 LINCOLN AVE, EVANSVILLE (812)477-4522
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
601 E. BOONVILLE-NEW HARMONY RD., EVANSVILLE (812)867-6410
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
480 S. MAIN STREET, FERDINAND (812)367-0594
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1018 INDIANAPOLIS RD, GREENCASTLE (765)653-4681
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
901 E 1250 S, HAUBSTADT (812)753-3055
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1209 NORTH MAIN STREET, HUNTINGBURG (812)683-5905
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3565 NEWTON ST., JASPER (812)482-3111
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
410 NE A STREET, LINTON (812)847-9631
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2880 STATE ROAD 37, MITCHELL (812)849-1398
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
7899 W STATE ROUTE 66, NEWBURGH (812)853-9469
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1207 WEST BROADWAY, PRINCETON (812)386-6431
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
981B NORTH STATE ROAD 161, ROCKPORT (812)649-9314
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
12 STATE ROAD 66, TELL CITY (812)547-6274
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2049 LAFAYETTE AVENUE, TERRE HAUTE (812)466-6704
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
229 SO 3RD STREET, TERRE HAUTE (812)232-8765
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2825 EAST WABASH AVENUE, TERRE HAUTE (812)232-7905
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3421 S US HIGHWAY 41, TERRE HAUTE (812)232-6408
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
210 E. NATIONAL HWY, WASHINGTON (812)254-1055
WABASH MANAGEMENT, CORP.
1299 N CASS ST, WABASH (260)563-0183
WENBLUF INC.
860 N MAIN ST, BLUFFTON (260)824-2143
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
1120 W 7TH ST, AUBURN (260)925-0098
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
521 N LINE STREET, COLUMBIA CITY (260)244-3620
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
409 N 13TH STREET, DECATUR (260)724-3335
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
1021 SOUTH CLINTON STREET, FORT WAYNE (260)422-2060
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
10440 MAYSVILLE RD, FORT WAYNE (260)486-1940
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
1610 NORTHLAND BLVD, FORT WAYNE (260)490-0248
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
1702 APPLE GLEN BLVD, FORT WAYNE (260)432-6008
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
2215 MAPLECREST, FORT WAYNE (260)749-0858
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
3220 N. ANTHONY BLVD., FORT WAYNE (260)483-1210
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
3519 BROADWAY, FORT WAYNE (260)745-0018
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
5701 COLDWATER ROAD, FORT WAYNE (260)484-8635
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
6824 LINCOLN HIGHWAY EAST, FORT WAYNE (260)493-1106
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
701 E. DUPONT RD, FORT WAYNE (260)637-2241
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
7631 SOUTH TOWN CROSSING, FORT WAYNE (260)447-6040
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
8909 US HIGHWAY 24 W, FORT WAYNE (260)436-9881
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
327 WEST MCKINLEY, MISHAWAKA (574)255-0142
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
6526 GRAPE ROAD, MISHAWAKA (574)272-8882
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
320 DIXIE WAY SOUTH, SOUTH BEND (574)271-0166
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
4227 S. MICHIGAN, SOUTH BEND (574)291-6171
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
221 W 2ND ST, BLOOMINGTON (812)332-4202
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
3285 W. JACOB DRIVE, BLOOMINGTON (812)339-5632
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
4001 SOUTH OLD STATE ROUTE 37, BLOOMINGTON (812)824-5444
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
608 COLLEGE MALL RD., BLOOMINGTON (812)339-8428
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
8229 WINDFALL LANE, CAMBY (317)455-9399

WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
1915 WEST JONATHAN MOORE PIKE, COLUMBUS (812)375-5164
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
125 N. DIXON ROAD, KOKOMO (765)457-0574
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
2085 NORTH REED ROAD, KOKOMO (765)854-1126
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
3115 S LAFOUNTAIN ST, KOKOMO (765)453-3400
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
300 STATE ROAD 144, MOORESVILLE (317)834-2861
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
750 NORTH GOSPEL ST, PAOLI 812)723-5904
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
2662 EAST MAIN ST., PLAINFIELD (317)839-7381
WENDY'S OF BLOOMINGTON, INC., WILLIAM PARKS
280 W. STATE HWY 46, SPENCER (812)829-2551
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
830 E. LEWIS AND CLARK PKWY, CLARKSVILLE (812)288-8833
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
100 PACER DRIVE NW, CORYDON (812)738-2151
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2940 EAST HIGHWAY 62, JEFFERSONVILLE (812)288-6554
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
740 CLIFTY DRIVE, MADISON (812)273-1002
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
3720 CHARLESTOWN ROAD, NEW ALBANY (812)948-2332
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
500 SOUTH MAIN, SALEM (812)883-3788
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1502 W MCCLAIN AVE, SCOTTSBURG (812)752-1932
WENDYS OF BLOOMINGTON, INC., WILLIAM PARKS
7252 W STATE RD 28, ELWOOD (765)557-8326
WENDYS OF BLOOMINGTON, INC., WILLIAM PARKS
1828 E. MARKLAND AVE., KOKOMO (765)553-5434
WENDYS OF BLOOMINGTON, INC., WILLIAM PARKS
1410 S OHIO ST, MARTINSVILLE (765)352-0952
WENDYS OF BLOOMINGTON, INC., WILLIAM PARKS
6120 WHITESTOWN PARKWAY, WHITESTOWN (317)769-4655
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
1805 STATE RD 109, ANDERSON (765)649-1777
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
2508 NICHOL AVE., ANDERSON (765)649-7775
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
2817 N. BROADWAY, ANDERSON (765)649-8270
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
5608 S. SCATTERFIELD RD., ANDERSON (765)649-5901
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
205 E. FIFTH AVENUE, CONNERSVILLE (765)825-7755
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
524 S. MEMORIAL DRIVE, NEW CASTLE (765)521-4933
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
3280 W. STATE ROAD 38, PENDLETON (765)778-2309
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
1716 EAST MAIN STREET, RICHMOND (765)965-5544
WENZAK INDIANA INC., LYNN ZAK, MICHAEL ZAK
2324 CHESTER BLVD., RICHMOND (765)966-6735
WILLIAM PARKS
2945 N. NATIONAL HIGHWAY, COLUMBUS (812)376-3476

IOWA

BIG RED WEN, L.L.C., CARL BRYANT
2111 SAPP BROS. DRIVE, PERCIVAL (712)382-1585
KIM FOODS, INC., SCOTT M. KING
1251 NW 118TH STREET, CLIVE (515)224-2099
KIM FOODS, INC., SCOTT M. KING
15900 HICKMAN ROAD, CLIVE (515)987-2055
KIM FOODS, INC., SCOTT M. KING
4105 S.W. 9TH ST., DES MOINES (515)282-6883
KIM FOODS, INC., SCOTT M. KING
4901 S. E. 14TH STREET, DES MOINES (515)285-8823
KIM FOODS, INC., SCOTT M. KING
4935 MERLE HAY ROAD, DES MOINES (515)270-0771
KIM FOODS, INC., SCOTT M. KING
850 EAST EUCLID, DES MOINES (515)262-8063
KIM FOODS, INC., SCOTT M. KING
225 GRAND AVENUE, WEST DES MOINES (515)277-7472
OMEGA FOODS, INC.,) SCOTT M. KING
3524 WEST BROADWAY, COUNCIL BLUFFS (712)328-3392
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
2435 SPRUCE HILLS, BETTENDORF (563)355-1002
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
115 SOUTH ROOSEVELT, BURLINGTON (319)753-2283
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
2915 MCCLAIN DR, CEDAR FALLS (319)277-1765
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
1316 1ST AVE NE, CEDAR RAPIDS (319)366-6020
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
1852 42ND ST. NE, CEDAR RAPIDS (319)393-1619
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
190 COLLINS ROAD, CEDAR RAPIDS (319)373-4188
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
2735 EDGEWOOD, CEDAR RAPIDS (319)654-0375
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
362 33RD AVE. S.W., CEDAR RAPIDS (319)362-3966
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
825 N. SECOND ST., CLINTON (563)242-7982
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
2804 COMMERCE DRIVE, CORALVILLE (319)545-3095
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
1545 W LOCUST, DAVENPORT (563)324-8307
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
2408 E 53RD ST, DAVENPORT (563)359-7001
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
1255 EAST 16TH STREET, DUBUQUE (563)584-0288
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
810 WACKER DRIVE, DUBUQUE (563)556-6477
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
1480 FIRST AVE., IOWA CITY (319)337-7911
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
2519 PARK AVENUE, MUSCATINE (563)264-2933
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
1815 LA PORTE, WATERLOO (319)236-2290
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
3301 GREYHOUND DR, WATERLOO (319)233-1628
PEELS, INC., JAMES M. PEEL, MARIE K. MUSSCHE, PEEL, THE ESTATE OF INGEBORG H., WILLIAM M.
755 W. IOWA 80 RD, WALCOTT (563)468-5365
VER HELST ENTERPRISES, INC., ANNE M. VER HELST, DAVID VER HELST, MATTHEW J. VER HELST
1017 S. FEDERAL, MASON CITY (641)423-8037
WENZAK CENTRAL IOWA, INC., LYNN ZAK, MICHAEL ZAK
3530 8TH ST. SW, ALTOONA (515)957-0373
WENZAK CENTRAL IOWA, INC., LYNN ZAK, MICHAEL ZAK
2421 SE DELAWARE AVENUE, ANKENY (515)964-2002
WENZAK CENTRAL IOWA, INC., LYNN ZAK, MICHAEL ZAK
604 A AVE WEST, OSKALOOSA (641)673-3973
WENZAK CENTRAL IOWA, INC., LYNN ZAK, MICHAEL ZAK
3815 100TH STREET, URBANDALE (515)252-7057
WENZAK IOWA, INC., LYNN ZAK, MICHAEL ZAK
1623 MAIN STREET, KEOKUK (319)524-7525
WT SIOUX, LLC
528 S. DUFF AVENUE, AMES (515)232-9369
WT SIOUX, LLC
1302 N 24TH, CLEAR LAKE (641)357-0811
WT SIOUX, LLC
2313 5TH AVE.S., FORT DODGE (515)576-8274
WT SIOUX, LLC
3010 SOUTH CENTER STREET, MARSHALLTOWN (641)753-5333
WT SIOUX, LLC
2600 INDUSTRIAL BLVD, SIOUX CITY (712)252-4816
WT SIOUX, LLC
301 W. 15TH ST., SIOUX CITY (712)252-2476
WT SIOUX, LLC
3805 E. GORDON DR., SIOUX CITY (712)255-5445

KANSAS

COTTI FOODS MIDWEST, INC.
504 N ANDOVER RD, ANDOVER (316)733-9402
COTTI FOODS MIDWEST, INC.
1900 NORTH SUMMIT, ARKANSAS CITY (620)317-0616
COTTI FOODS MIDWEST, INC.
609 W. 7TH AVE, AUGUSTA (316)775-3672
COTTI FOODS MIDWEST, INC.
1131 N. ROCK ROAD, DERBY (316)788-1866
COTTI FOODS MIDWEST, INC.
1928 W. 6TH AVE, EMPORIA (620)412-2300
COTTI FOODS MIDWEST, INC.
700 N. MAIN ST., HUTCHINSON (620)662-2863

COTTI FOODS MIDWEST, INC.
440 W. 6TH ST., JUNCTION CITY (785)238-0235
COTTI FOODS MIDWEST, INC.
100 GOOD FOOD PLACE, MANHATTAN (785)539-8683
COTTI FOODS MIDWEST, INC.
3006 ANDERSON, MANHATTAN (785)587-1813
COTTI FOODS MIDWEST, INC.
930 E CONNOLLY CT, PARK CITY (316)744-0450
COTTI FOODS MIDWEST, INC.
2610 N BROADWAY ST, PITTSBURG (620)231-2129
COTTI FOODS MIDWEST, INC.
160 S. ROCK ROAD, WICHITA (316)652-0441
COTTI FOODS MIDWEST, INC.
1705 W. 21ST STREET NORTH, WICHITA (316)831-9775
COTTI FOODS MIDWEST, INC.
2119 N MAIZE ROAD, WICHITA (316)721-5583
COTTI FOODS MIDWEST, INC.
2120 N. WOODLAWN, WICHITA (316)788-8390
COTTI FOODS MIDWEST, INC.
2504 SOUTH SENECA, WICHITA (316)269-9178
COTTI FOODS MIDWEST, INC.
3541 S. MERIDIAN, WICHITA (316)943-5600
COTTI FOODS MIDWEST, INC.
3601 EAST HARRY STREET, WICHITA (316)652-0473
COTTI FOODS MIDWEST, INC.
3751 N RIDGE RD, WICHITA (316)665-4409
COTTI FOODS MIDWEST, INC.
4821 S BROADWAY ST, WICHITA (316)522-7426
COTTI FOODS MIDWEST, INC.
555 S. BROADWAY, WICHITA (316)269-9199
COTTI FOODS MIDWEST, INC.
601 N WEST ST, WICHITA (316)945-4046
COTTI FOODS MIDWEST, INC.
6404 W KELLOGG, WICHITA (316)945-4773
COTTI FOODS MIDWEST, INC.
8853 WEST CENTRAL, WICHITA (316)721-5447
COTTI FOODS MIDWEST, INC.
1617 MAIN STREET, WINFIELD (620)221-7060
LEGACY RESTAURANT GROUP, LLC
1503 CHURCH ST, EUDORA (785)588-4254
LEGACY RESTAURANT GROUP, LLC
2000 S. MAIN, FORT SCOTT (620)223-5396
LEGACY RESTAURANT GROUP, LLC
3647 STATE AVE., KANSAS CITY (913)342-8794
LEGACY RESTAURANT GROUP, LLC
4140 RAINBOW BLVD., KANSAS CITY (913)432-7352
LEGACY RESTAURANT GROUP, LLC
7740 TAUROMEE STREET, KANSAS CITY (913)334-9100
LEGACY RESTAURANT GROUP, LLC
7807 PARALLEL PKWY., KANSAS CITY (913)299-2879
LEGACY RESTAURANT GROUP, LLC
523 W. 23RD ST., LAWRENCE (785)842-9711
LEGACY RESTAURANT GROUP, LLC
601 KASOLD, LAWRENCE (785)842-9111
LEGACY RESTAURANT GROUP, LLC
2906 S 4TH ST, LEAVENWORTH (913)682-8787
LEGACY RESTAURANT GROUP, LLC
10203 WOODLAND ROAD, LENEXA (913)254-1765
LEGACY RESTAURANT GROUP, LLC
8699 BLUE JACKET, LENEXA (913)492-7134
LEGACY RESTAURANT GROUP, LLC
9510 LACKMAN ROAD, LENEXA (913)894-0985
LEGACY RESTAURANT GROUP, LLC
10006 W 75TH ST, MERRIAM (913)789-8207
LEGACY RESTAURANT GROUP, LLC
5900 ROELAND DRIVE, MISSION (913)384-2582
LEGACY RESTAURANT GROUP, LLC
11970 S. STRANG LINE ROAD, OLATHE (913)768-6388
LEGACY RESTAURANT GROUP, LLC
13514 SOUTH ALDEN STREET, OLATHE (913)768-7785
LEGACY RESTAURANT GROUP, LLC
1560 S HAMILTON CIRCLE, OLATHE (913)829-7590
LEGACY RESTAURANT GROUP, LLC
732 W PARK ST, OLATHE (913)286-4887
LEGACY RESTAURANT GROUP, LLC
2310 S CEDAR ST, OTTAWA (785)242-3410
LEGACY RESTAURANT GROUP, LLC
11001 ROE BLVD., OVERLAND PARK (913)491-6653
LEGACY RESTAURANT GROUP, LLC
8220 WEST 135TH STREET, OVERLAND PARK (913)239-9415
LEGACY RESTAURANT GROUP, LLC
9161 METCALF AVENUE, OVERLAND PARK (913)383-2656
LEGACY RESTAURANT GROUP, LLC
1940 S. OHIO ST, SALINA (785)827-7255
LEGACY RESTAURANT GROUP, LLC
3019 RIFFEL DRIVE, SALINA (785)827-7322
LEGACY RESTAURANT GROUP, LLC
22510 MIDLAND DRIVE, SHAWNEE (913)422-1677
LEGACY RESTAURANT GROUP, LLC
7175 RENNER ROAD, SHAWNEE (913)631-1804
LEGACY RESTAURANT GROUP, LLC
11450 WEST 63RD STREET, SHAWNEE MISSION (913)631-5333
LEGACY RESTAURANT GROUP, LLC
1251 SW GAGE BLVD., TOPEKA (785)272-5430
LEGACY RESTAURANT GROUP, LLC
1820 S.W. WANAMAKER ROAD, TOPEKA (785)271-9097
LEGACY RESTAURANT GROUP, LLC
2025 N. TOPEKA BLVD., TOPEKA (785)233-3220
LEGACY RESTAURANT GROUP, LLC
3250 SW TOPEKA BLVD, TOPEKA (785)267-3288
LEGACY RESTAURANT GROUP, LLC
728 S. TOPEKA BLVD, TOPEKA (785)232-8118
TA OPERATING LLC
2775 HIGHWAY 75, LEBO (620)256-6671
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
10548 PARALLEL, KANSAS CITY (913)334-4957
WENPLAINS LLC, PETER B. NISBET
604 CRAWFORD ST., CLAY CENTER (785)632-5420
WENPLAINS LLC, PETER B. NISBET
2614 CENTRAL AVE., DODGE CITY (620)225-6080
WENPLAINS LLC, PETER B. NISBET
1403 E. KANSAS AVE., GARDEN CITY (620)275-7178
WENPLAINS LLC, PETER B. NISBET
3519 W. 10TH ST., GREAT BEND (620)793-5868
WENPLAINS LLC, PETER B. NISBET
1800 VINE STREET, HAYS (785)625-6925
WENPLAINS LLC, PETER B. NISBET
4235 N. VINE STREET, HAYS (785)621-4318
WENPLAINS LLC, PETER B. NISBET
812 EAST D ST., HILLSBORO (620)947-0208
WENPLAINS LLC, PETER B. NISBET
802 EAST PANCAKE ST., LIBERAL (620)624-9471
WENPLAINS LLC, PETER B. NISBET
610 NORTH MAIN STREET, MCPHERSON (620)241-0070
WENPLAINS LLC, PETER B. NISBET
110 WEST 12TH, NEWTON (316)283-8105
WENPLAINS LLC, PETER B. NISBET
1502 S. MAIN STREET, SCOTT CITY (620)872-7288

KENTUCKY

DANNY SETTLES, GAYLEN SETTLES
1164 RICHMOND RD, IRVINE (606)723-9800
DETERS COMPANY, INC., JEREMY J. DETERS, JEREMY J. DETERS, IN HIS CAPACITY AS TRUSTEE OF THE CHARLES
1739 PATRICK DR, BURLINGTON (859)371-0136
DETERS COMPANY, INC., JEREMY J. DETERS, JEREMY J. DETERS, IN HIS CAPACITY AS TRUSTEE OF THE CHARLES
3177 US HIGHWAY 227, CARROLLTON (502)662-0266
DETERS COMPANY, INC., JEREMY J. DETERS, JEREMY J. DETERS, IN HIS CAPACITY AS TRUSTEE OF THE CHARLES
392 VIOLET ROAD, CRITTENDEN (859)428-9363
DETERS COMPANY, INC., JEREMY J. DETERS, JEREMY J. DETERS, IN HIS CAPACITY AS TRUSTEE OF THE CHARLES
493 ORPHANAGE RD, FORT WRIGHT (859)344-9363
DETERS COMPANY, INC., JEREMY J. DETERS, JEREMY J. DETERS, IN HIS CAPACITY AS TRUSTEE OF THE CHARLES
1992 DECLARATION DRIVE, INDEPENDENCE (859)363-9363
DETERS COMPANY, INC., JEREMY J. DETERS, JEREMY J. DETERS, IN HIS CAPACITY AS TRUSTEE OF THE CHARLES
195 MARY GRUBBS HWY, WALTON (0)-
DETERS COMPANY, INC., JEREMY J. DETERS, JEREMY J. DETERS, IN HIS CAPACITY AS TRUSTEE OF THE CHARLES
319 RICHWOOD RD, WALTON (859)485-9363
HAZA FOODS OF NORTHEAST, LLC
72 BROADWAY STREET, DRY RIDGE (859)824-3033
HUGHES RESTAURANT GROUP, INC., JOHN W. HUGHES, JOSEPH C. HUGHES
2638 SCOTTSVILLE RD., BOWLING GREEN (270)781-2580
HUGHES RESTAURANT GROUP, INC., JOHN W. HUGHES, JOSEPH C. HUGHES
2648 RUSSELLVILLE ROAD, BOWLING GREEN (270)782-5446
HUGHES RESTAURANT GROUP, INC., JOHN W. HUGHES, JOSEPH C. HUGHES
543 HENNESSEY WAY, BOWLING GREEN (270)781-1511
HUGHES RESTAURANT GROUP, INC., JOHN W. HUGHES, JOSEPH C. HUGHES
624 US 31W BYP, BOWLING GREEN (270)842-2511
HUGHES RESTAURANT GROUP, INC., JOHN W. HUGHES, JOSEPH C. HUGHES
527 N MAIN STREET, FRANKLIN 270)586-9358
HUGHES RESTAURANT GROUP, INC., JOHN W. HUGHES, JOSEPH C. HUGHES
104 WALL STREET, GLASGOW (270)651-2799

EXHIBIT R-1 Operating Outlets By State

HUGHES RESTAURANT GROUP, INC., JOHN W. HUGHES, JOSEPH C. HUGHES
575 S MAIN ST, SMITHS GROVE (270)563-0021
J.A.C.S., INC., JOHN A. COWGILL
617 23RD STREET, ASHLAND (606)325-3533
J.A.C.S., INC., JOHN A. COWGILL
1522 SEATON AVENUE, GREENUP (606)473-5051
J.R. LAWSON'S RESTAURANTS OF SPRINGFIELD, INC., CONNIE LAWSON, DANIEL LAWSON, RANDALL LAWSON, TERRY LAWSON
1091 LINCOLN PARK RD., SPRINGFIELD (859)336-9955
KOJAK, INC., DANNY SETTLES
1250 RICHMOND ROAD, MOUNT VERNON (606)256-5611
LAWSON'S RESTAURANT, INC., CONNIE LAWSON, DANIEL LAWSON, RANDALL LAWSON
612 EAST BROADWAY, CAMPBELLSVILLE (270)789-6525
LAWSON'S RESTAURANT, INC., CONNIE LAWSON, DANIEL LAWSON, RANDALL LAWSON
804 WEST MAIN STREET, LEBANON (270)692-0470
LAWSON'S RESTAURANT, INC., CONNIE LAWSON, DANIEL LAWSON, RANDALL LAWSON
256 STEVE DR, RUSSELL SPRINGS (270)866-8440
LAWSON'S RESTAURANT, INC., CONNIE LAWSON, DANIEL LAWSON, RANDALL LAWSON
1002 JAMESTOWN STREET, COLUMBIA (270)384-3800
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
12523 U.S. ROUTE 60, ASHLAND (606)929-5855
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
101 PRINCE ROYAL, BEREA (859)986-2231
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
104 BLACK GOLD COURT, HAZARD (606)487-1922
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
64 COMMERCE DRIVE, HAZARD (606)436-9639
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
31 HIGHWAY 15 S, JACKSON (606)666-8748
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1100 S BROADWAY, LEXINGTON (859)251-6752
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1499 BOARDWALK, LEXINGTON (859)253-0403
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1760 SHARKEY WAY, LEXINGTON (859)280-2300
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1907 PLAUDIT, LEXINGTON (859)263-2414
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2296 THUNDERSTICK DRIVE, LEXINGTON (859)299-1432
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2575 NICHOLASVILLE ROAD, LEXINGTON (859)277-4311
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
3010 RICHMOND, LEXINGTON (859)269-9140
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
5365 ATHENS BOONESBORO ROAD, LEXINGTON (859)263-0315
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
5086 HIGHWAY 2565, LOUISA (606)638-0043
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1245 S. HWY 421, MANCHESTER (606)598-5554
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
101 WING TIP WAY, MOUNT STERLING (859)498-9545
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
4648 LEXINGTON RD, NICHOLASVILLE (859)469-6841
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
946 NORTH MAIN STREET, NICHOLASVILLE (859)887-1509
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
510 N. MAYO TRAIL, PAINTSVILLE (606)789-6829
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
238 S MAYO TRAIL, PIKEVILLE (606)432-5060
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
748 N. LAKE DRIVE, PRESTONSBURG (606)886-1492
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
113 NORTH KEENELAND DRIVE, RICHMOND (859)623-6958
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
411 LEIGHWAY DRIVE, RICHMOND (859)623-6985
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
303 E. MOUNTAIN PARKWAY, SALYERSVILLE (606)349-3900
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
29024 US HIGHWAY 119, SOUTH WILLIAMSON (606)237-0269
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
37 MEDICAL PLAZA LN, WHITESBURG (606)633-1487
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
105 HOSPITAL WAY, WINCHESTER (859)744-7711
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
3868 NORTH MAYO TRAIL, PIKEVILLE (606)432-4484
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1792 ALEXANDRIA DR., LEXINGTON (859)276-4214
MONTICELLO DEVELOPMENT COMPANY, INC., DARRELL SMITH
2098 N. MAIN ST, MONTICELLO (606)348-4522
PATTMAN, LLC
1364 S US HIGHWAY 25E, BARBOURVILLE (606)546-3985
PATTMAN, LLC
312 WEST 5TH STREET, BENTON (270)527-2137
PATTMAN, LLC
808 MAMMOTH CAVE ST, CAVE CITY (270)773-3411
PATTMAN, LLC
1920 CUMBERLAND FALLS HWY, CORBIN (606)258-0587
PATTMAN, LLC
720 E CUMBERLAND GAP PKWY, CORBIN (606)528-2536
PATTMAN, LLC
1504 HUSTONVILLE ROAD, DANVILLE (859)236-2522
PATTMAN, LLC
1038 EXECUTIVE DRIVE, ELIZABETHTOWN (270)769-5008
PATTMAN, LLC
806 NORTH DIXIE HIGHWAY, ELIZABETHTOWN (270)765-7307
PATTMAN, LLC
1266 US HIGHWAY 127 S, FRANKFORT (502)223-5767
PATTMAN, LLC
184 VERSAILLES RD., FRANKFORT (502)695-5133
PATTMAN, LLC
101 NOLAN AVE, FULTON (270)472-0904
PATTMAN, LLC
2002 PARIS PIKE, GEORGETOWN (502)863-6656
PATTMAN, LLC
3273 S US HWY 421, HARLAN (606)573-9790
PATTMAN, LLC
1094 NORTH COLLEGE STREET, HARRODSBURG (859)733-9222
PATTMAN, LLC
1107 W. 7TH STREET, HOPKINSVILLE (270)707-7490
PATTMAN, LLC
2937 FORT CAMPBELL BLVD, HOPKINSVILLE (270)886-0084
PATTMAN, LLC
1220 ANDERSON CROSSING DR, LAWRENCEBURG (502)859-0228
PATTMAN, LLC
192 S. LAUREL, LONDON (606)864-0429
PATTMAN, LLC
21 DOGPATCH TRADING CENTER, LONDON (606)878-9686
PATTMAN, LLC
803 EAST CENTER, MADISONVILLE (270)825-4011
PATTMAN, LLC
819 PARIS ROAD, MAYFIELD (270)247-4122
PATTMAN, LLC
1275 N 12TH ST, MIDDLESBORO (606)248-4392
PATTMAN, LLC
1111 CHESTNUT, MURRAY (270)759-4695
PATTMAN, LLC
3150 IRVIN COBB DR, PADUCAH (270)444-7080
PATTMAN, LLC
3301 LONE OAK RD, PADUCAH (270)554-0904
PATTMAN, LLC
5139 HINKLEVILLE ROAD, PADUCAH (270)444-7622
PATTMAN, LLC
2100 ROCKY DRIVE, PARIS (859)988-9691
PATTMAN, LLC
225 N. DIXIE BLVD., RADCLIFF (270)351-6780

PATTMAN, LLC
157 S HWY 27, SOMERSET (606)679-4918
PATTMAN, LLC
5449 SO HIGHWAY 27, SOMERSET (606)678-6535
PATTMAN, LLC
1353 US HWY. 27 NORTH, STANFORD (606)365-0994
PATTMAN, LLC
488 LEXINGTON ROAD, VERSAILLES (859)879-9970
PILOT TRAVEL CENTERS LLC
2942 SCOTTSVILLE RD, FRANKLIN (270)586-9876
PILOT TRAVEL CENTERS LLC
110 TRIPORT ROAD, GEORGETOWN (502)570-4638
PILOT TRAVEL CENTERS LLC
819 BUCK CREEK ROAD, SIMPSONVILLE (502)722-5454
PILOT TRAVEL CENTERS LLC
461 W HIGHWAY 92, WILLIAMSBURG (606)549-9770
ROWAN RESTAURANTS, INC., JACK ROE, ROBERT MCGRATH, JR.
402 W. MAIN STREET, MOREHEAD (606)784-6438
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
7201 E. ALEXANDRIA PIKE, ALEXANDRIA (859)635-4553
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
3708 ALEXANDRIA PIKE, COLD SPRING (859)442-9500
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
410 PHILADELPHIA AVENUE, COVINGTON (859)916-5484
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
106 LADISH RD, CYNTHIANA (859)234-1143
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
3069 DIXIE HWY, ERLANGER (859)578-6223
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
7434 TURFWAY RD, FLORENCE (859)283-5171
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
7910 DREAM STREET, FLORENCE (859)525-6288
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
8830 US 42, FLORENCE (859)384-8474
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
2098 NORTH BEND ROAD, HEBRON (859)586-2500
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
4385 WINSTON AVENUE, LATONIA (859)431-1419
SINKULA INVESTMENTS, LTD. CO., CINDI JOY SINKULA
57 CAROTHERS RD, NEWPORT (859)491-4103
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
806 NORTH 3RD STREET, BARDSTOWN (502)348-0556
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
10741 FISCHER PARK DRIVE, LOUISVILLE (502)412-7403
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1108 BARDSTOWN_ROAD, LOUISVILLE (502)585-1466
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1201 W BROADWAY, LOUISVILLE (502)581-1508
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
12925 SHELBYVILLE RD, LOUISVILLE (502)245-5181
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1630 KENTUCKY MILLS DRIVE, LOUISVILLE (502)297-9932
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
2100 S FLOYD ST, LOUISVILLE (502)852-3833
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
2800 PACKERLAND WAY, LOUISVILLE (502)964-8433
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
3301 CANE RUN ROAD, LOUISVILLE (502)778-8778
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
3422 TAYLOR ROAD, LOUISVILLE (502)366-4701
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
3610 BUECHEL BYPASS, LOUISVILLE (502)479-3212
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
4029 POPLAR LEVEL RD, LOUISVILLE (502)459-9656
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
4041 TAYLORSVILLE RD, LOUISVILLE (502)454-4602
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
4259 OUTERLOOP, LOUISVILLE (502)964-0707
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
4312 CANE RUN RD, LOUISVILLE (502)447-2294
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
4955 OLD BROWNSBORO ROAD, LOUISVILLE (502)412-0297
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
5036 MUD LANE, LOUISVILLE (502)964-3007
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
5101 PRESTON HIGHWAY, LOUISVILLE (502)968-5358
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
5124 DIXIE HIGHWAY, LOUISVILLE (502)448-8203
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
5240 BARDSTOWN RD, LOUISVILLE (502)491-3720
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
7601 SHELBYVILLE ROAD, LOUISVILLE (502)412-4044
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
8596 DIXIE HWY, LOUISVILLE (502)935-1242
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
9489 WESTPORT RD, LOUISVILLE (502)423-8503
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
978 BRECKENRIDGE LANE, LOUISVILLE (502)895-9847
SRRG KENTUCKY LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
158 KEYSTONE CROSSROAD DR., SHEPHERDSVILLE (502)543-7159
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
61 N. BLACK BRANCH RD., CECILIA (270)370-3371
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
124 SPRING PLACE DR., MOUNT WASHINGTON (502)205-9037
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1746 U.S. HIGHWAY 231 SOUTH, BEAVER DAM (270)274-4434
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
400 S. SECOND STREET, CENTRAL CITY (270)754-5507
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1961 US HIGHWAY 41 N, HENDERSON (270)826-1327
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
202 B NORTH GREEN STREET, HENDERSON (270)869-9460
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
715 SOUTH MAIN, LEITCHFIELD (270)259-0530
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2934 HIGHWAY 54, OWENSBORO (270)685-6071
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
4565 FREDERICA STREET, OWENSBORO (270)686-0051
WENDSCHMIDT KY, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
300 RUSSELL ROAD, ASHLAND (606)329-2208
WENDSCHMIDT KY, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
711 MARTIN LUTHER KING JR BLVD, ASHLAND (606)325-1020
WENDSCHMIDT KY, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
3404 COURT STREET, CATLETTSBURG (606)739-8771
WENDSCHMIDT KY, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
176 WINDSOR DR, FLEMINGSBURG (606)291-2090
WENDSCHMIDT KY, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
750 NORTH CAROL MALONE BLVD, GRAYSON (606)474-8890
WENDSCHMIDT KY, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
1501 US 68, MAYSVILLE (606)759-5115
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
100 BROADBENT BOULEVARD, CADIZ (270)522-5111
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
820 S HWY 53, LA GRANGE (502)222-5565
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
193 OUTER LOOP, LOUISVILLE (502)375-0100
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
12900 FT. CAMPBELL BLVD, OAK GROVE (270)697-0716
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
16560 FORT CAMPBELL BLVD, OAK GROVE (270)640-4595
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
400 TAYLORSVILLE RD, SHELBYVILLE (502)633-4099
WENTAW, LLC, JAMES M. DANIEL, JR.
39 DAYS INN DRIVE, KUTTAWA (270)388-0373

LOUISIANA

HAZA FOODS OF LOUISIANA, LLC
2307 VETERANS MEMORIAL BLVD, ABBEVILLE (337)772-7867
HAZA FOODS OF LOUISIANA, LLC
1201 W. OAK STREET, AMITE (985)247-8115
HAZA FOODS OF LOUISIANA, LLC
6418 GROOM RD., BAKER (225)775-1010
HAZA FOODS OF LOUISIANA, LLC
101 GATEWAY CENTER LANE, BATON ROUGE (225)341-8689
HAZA FOODS OF LOUISIANA, LLC
19960 HIGHLAND RD., BATON ROUGE (225)234-0509
HAZA FOODS OF LOUISIANA, LLC
2374 COLLEGE DRIVE, BATON ROUGE (225)364-3822
HAZA FOODS OF LOUISIANA, LLC
4545 SHERWOOD FOREST BLVD., BATON ROUGE (225)906-2458
HAZA FOODS OF LOUISIANA, LLC
5322 ESSEN LANE, BATON ROUGE (225)229-7171
HAZA FOODS OF LOUISIANA, LLC
636 W LEE DR, BATON ROUGE (0)-
HAZA FOODS OF LOUISIANA, LLC
8213 AIRLINE HIGHWAY, BATON ROUGE (225)489-1444
HAZA FOODS OF LOUISIANA, LLC
9955 BLUEBONNET RD, BATON ROUGE (225)308-7414
HAZA FOODS OF LOUISIANA, LLC
129 CUMBERLAND STREET, BOGALUSA (985)775-5033

EXHIBIT R-1 Operating Outlets By State

HAZA FOODS OF LOUISIANA, LLC
13211 HWY 90, BOUTTE (985)343-8998
HAZA FOODS OF LOUISIANA, LLC
1916 REES STREET, BREAUX BRIDGE (337)314-9294
HAZA FOODS OF LOUISIANA, LLC
1240 ALBERTSON PKWY, BROUSSARD (337)314-9362
HAZA FOODS OF LOUISIANA, LLC
69340 HWY 21, COVINGTON (985)273-5034
HAZA FOODS OF LOUISIANA, LLC
71 PARK PLACE, COVINGTON (985)234-0356
HAZA FOODS OF LOUISIANA, LLC
73632 HWY 25, COVINGTON (985)234-0376
HAZA FOODS OF LOUISIANA, LLC
727 ODD FELLOWS ROAD, CROWLEY (337)327-7880
HAZA FOODS OF LOUISIANA, LLC
124 RUSHING ROAD W, DENHAM SPRINGS (225)665-1211
HAZA FOODS OF LOUISIANA, LLC
908 N. PINE STREET, DERIDDER (337)405-7658
HAZA FOODS OF LOUISIANA, LLC
37302 HIGHWAY 3089, DONALDSONVILLE (225)308-9607
HAZA FOODS OF LOUISIANA, LLC
1921 WEST LAUREL STREET, EUNICE (337)305-7551
HAZA FOODS OF LOUISIANA, LLC
709 WASHINGTON STREET, FRANKLINTON (985)273-5035
HAZA FOODS OF LOUISIANA, LLC
2506 TANGER BLVD, GONZALES (225)364-3803
HAZA FOODS OF LOUISIANA, LLC
816 NORTH AIRLINE HIGHWAY, GONZALES (225)228-7063
HAZA FOODS OF LOUISIANA, LLC
1115 STUMPF BLVD., GRETNA (504)356-8603
HAZA FOODS OF LOUISIANA, LLC
1190 TERRY PKWY., GRETNA (504)356-8589
HAZA FOODS OF LOUISIANA, LLC
14123 UNIVERSITY AVENUE, HAMMOND (985)365-9914
HAZA FOODS OF LOUISIANA, LLC
1810 S. W. RAILROAD AVE., HAMMOND (985)365-9872
HAZA FOODS OF LOUISIANA, LLC
2201 HIGHWAY 190, HAMMOND (985)365-9890
HAZA FOODS OF LOUISIANA, LLC
2500 MANHATTAN BLVD, HARVEY (504)252-0423
HAZA FOODS OF LOUISIANA, LLC
1018 GRAND CAILLOU, HOUMA (985)262-2502
HAZA FOODS OF LOUISIANA, LLC
1510 MARTIN LUTHER KING BLVD, HOUMA (985)274-6712
HAZA FOODS OF LOUISIANA, LLC
5946 W. MAIN ST., HOUMA (985)274-6709
HAZA FOODS OF LOUISIANA, LLC
1701 ELTON ROAD, JENNINGS (337)616-6380
HAZA FOODS OF LOUISIANA, LLC
2100 WILLIAMS BLVD, KENNER (504)618-8421
HAZA FOODS OF LOUISIANA, LLC
3636 WILLIAMS BLVD., KENNER (504)618-8420
HAZA FOODS OF LOUISIANA, LLC
1440 W. AIRLINE HWY., LA PLACE (985)200-0218
HAZA FOODS OF LOUISIANA, LLC
4296 MAIN STREET, LA PLACE (985)224-4285
HAZA FOODS OF LOUISIANA, LLC
3236 NE EVANGELINE TRWY, LAFAYETTE (337)314-9363
HAZA FOODS OF LOUISIANA, LLC
125 BROAD STREET, LAKE CHARLES (337)405-7636
HAZA FOODS OF LOUISIANA, LLC
3505 GERSTNER MEMORIAL DRIVE, LAKE CHARLES (337)377-0675
HAZA FOODS OF LOUISIANA, LLC
601 E. MCNEESE STREET, LAKE CHARLES (337)405-7641
HAZA FOODS OF LOUISIANA, LLC
714 WEST PRIEN LAKE ROAD, LAKE CHARLES (337)405-7639
HAZA FOODS OF LOUISIANA, LLC
906 S 5TH ST., LEESVILLE (337)405-7659
HAZA FOODS OF LOUISIANA, LLC
2200 FLORIDA ST, MANDEVILLE (985)231-0860
HAZA FOODS OF LOUISIANA, LLC
4959 LAPALCO BLVD., MARRERO (504)356-8669
HAZA FOODS OF LOUISIANA, LLC
7021 W. BANK EXPRESSWAY, MARRERO (504)323-8036
HAZA FOODS OF LOUISIANA, LLC
300 VETERANS MEMORIAL BLVD., METAIRIE (504)777-7566
HAZA FOODS OF LOUISIANA, LLC
3325 N. CAUSEWAY BLVD., METAIRIE (504)513-7490
HAZA FOODS OF LOUISIANA, LLC
3855 VETERANS MEMORIAL BLVD., METAIRIE (504)908-5166
HAZA FOODS OF LOUISIANA, LLC
4226 W. ESPLANADE AVE., METAIRIE (504)356-6540
HAZA FOODS OF LOUISIANA, LLC
4801 AIRLINE DR., METAIRIE (504)356-8613
HAZA FOODS OF LOUISIANA, LLC
7009 VETERANS MEMORIAL BLVD., METAIRIE (504)513-7868
HAZA FOODS OF LOUISIANA, LLC
115 HWY 171, MOSS BLUFF (337)419-9657
HAZA FOODS OF LOUISIANA, LLC
1129 CLEARVIEW PKWY, NEW ORLEANS (504)513-7896
HAZA FOODS OF LOUISIANA, LLC
1301 ST. CHARLES AVE., NEW ORLEANS (504)313-6661
HAZA FOODS OF LOUISIANA, LLC
3138 S. CARROLLTON AVE., NEW ORLEANS (504)356-8599
HAZA FOODS OF LOUISIANA, LLC
3601 GEN. DEGAULLE DR., NEW ORLEANS (504)313-5667
HAZA FOODS OF LOUISIANA, LLC
3705 JEFFERSON HWY, NEW ORLEANS (504)356-8606
HAZA FOODS OF LOUISIANA, LLC
4021 C BEHRMAN HWY, NEW ORLEANS (504)356-8607
HAZA FOODS OF LOUISIANA, LLC
4200 S. CLAIBORNE, NEW ORLEANS (504)356-8601
HAZA FOODS OF LOUISIANA, LLC
4605 CHEF MENTEUR HWY., NEW ORLEANS (504)356-8602
HAZA FOODS OF LOUISIANA, LLC
5600 TCHOUPITOULAS ST., NEW ORLEANS (504)356-8605
HAZA FOODS OF LOUISIANA, LLC
5701 READ RDI, NEW ORLEANS (504)308-0503
HAZA FOODS OF LOUISIANA, LLC
6020 BULLARD AVENUE, NEW ORLEANS (504)356-8611
HAZA FOODS OF LOUISIANA, LLC
6166 ELYSIAN FIELDS, NEW ORLEANS (504)356-8608
HAZA FOODS OF LOUISIANA, LLC
1034 HWY 51 N, PONCHATOULA (985)321-9897
HAZA FOODS OF LOUISIANA, LLC
214 S LOBDELL HWY, PORT ALLEN (225)349-9118
HAZA FOODS OF LOUISIANA, LLC
126 LEXINGTON DR., RAYNE (337)393-3081
HAZA FOODS OF LOUISIANA, LLC
100 JAMES PARK WEST, SAINT ROSE (504)356-8604
HAZA FOODS OF LOUISIANA, LLC
177 NORTHSHORE BLVD., SLIDELL (985)326-2541
HAZA FOODS OF LOUISIANA, LLC
2026 RUTH STREET, SULPHUR (337)405-7635
HAZA FOODS OF LOUISIANA, LLC
304 S. CITIES SERVICE HIGHWAY, SULPHUR (337)405-7644
HAZA FOODS OF LOUISIANA, LLC
28220 WALKER SOUTH RD., WALKER (225)243-9628
HAZA FOODS OF LOUISIANA, LLC
3000 US HWY. 90, WESTWEGO (504)335-2536
HAZA FOODS OF LOUISIANA, LLC
5754 MAIN STREET, ZACHARY (225)286-2849
HAZA FOODS OF LOUISIANA, LLC, HAZA FOODS, LLC, MOHAMMED ALI DHANANI
24550 HWY 1, PLAQUEMINE (225)309-9876
NOLA BURGER LLC, PAUL ALBERT BIENVENU
7305 HIGHWAY 182 EAST, MORGAN CITY (985)384-3382
NOLA BURGER LLC, PAUL ALBERT BIENVENU
1135 AUDUBON DRIVE, THIBODAUX (985)449-4020
NOLA BURGER LLC, PAUL ALBERT BIENVENU
810 NORTH CANAL BLVD, THIBODAUX (985)446-3789
PILOT TRAVEL CENTERS LLC
103 GRIMSHAW STREET, RAYVILLE (318)728-9592
WEN-ALEX, INC., JOHN MICHAEL KOSIN, KENNETH W. MAYES, JR.
3500 NORTH BOULEVARD, ALEXANDRIA (318)448-0790
WEN-ALEX, INC., JOHN MICHAEL KOSIN, KENNETH W. MAYES, JR.
4015 JACKSON STREET, ALEXANDRIA (318)448-8585
WEN-ALEX, INC., JOHN MICHAEL KOSIN, KENNETH W. MAYES, JR.
5914 COLISEUM BLVD, ALEXANDRIA (318)704-5541
WEN-ALEX, INC., JOHN MICHAEL KOSIN, KENNETH W. MAYES, JR.
6904 HIGHWAY 1, MANSURA (318)253-6201
WEN-ALEX, INC., JOHN MICHAEL KOSIN, KENNETH W. MAYES, JR.
5103 UNIVERSITY PKWY, NATCHITOCHES (318)352-4224
WEN-ALEX, INC., JOHN MICHAEL KOSIN, KENNETH W. MAYES, JR.
2490 HIGHWAY 28 E, PINEVILLE (318)717-1887
WEN-ALEX, INC., JOHN MICHAEL KOSIN, KENNETH W. MAYES, JR.
2983 COTTINGHAM EXPRESSWAY, PINEVILLE (318)641-0779
WEN-STAR OF LOUISIANA, INC.
3144 AMBASSADOR CAFFREY, LAFAYETTE (337)216-9874
WEN-STAR OF LOUISIANA, INC.
3510 WEST PINHOOK ROAD, LAFAYETTE (337)837-3707
WEN-STAR OF LOUISIANA, INC.
4408 AMBASSADOR CAFFERY PKWY, LAFAYETTE (337)981-6919
WEN-STAR OF LOUISIANA, INC.
2715 HIGHWAY 14, NEW IBERIA (337)560-1117
WEN-STAR OF LOUISIANA, INC.
943 S LEWIS ST, NEW IBERIA (337)364-0664
WEN-STAR OF LOUISIANA, INC.
1309 CRESWELL LN, OPELOUSAS (337)942-2119

WEN-STAR OF LOUISIANA, INC.
208 AMBASSADOR CAFFERY PKWY, SCOTT (337)235-3288
WENDELTA, INC.
2023 E. MADISON AVENUE, BASTROP (318)556-3818
WENDELTA, INC.
2115 OLD MINDEN ROAD, BOSSIER CITY (318)742-8008
WENDELTA, INC.
2780 AIRLINE DRIVE, BOSSIER CITY (318)746-7079
WENDELTA, INC.
3900 INDUSTRIAL DRIVE, BOSSIER CITY (318)746-7840
WENDELTA, INC.
4914 BARKSDALE BOULEVARD, BOSSIER CITY (318)747-6789
WENDELTA, INC.
3204 PARIS RD, CHALMETTE (504)278-7577
WENDELTA, INC.
401 HOMER ROAD, MINDEN (318)377-9006
WENDELTA, INC.
1004 STERLINGTON RD, MONROE (318)343-6108
WENDELTA, INC.
1013 NORTH 18TH, MONROE 318)325-8695
WENDELTA, INC.
2010 CENTER STREET, MONROE (318)323-7485
WENDELTA, INC.
7818 DESIARD STREET, MONROE (318)342-9150
WENDELTA, INC.
1400 NORTH TRENTON ST., RUSTON (318)251-2515
WENDELTA, INC.
113 E BERT KOUNS INDUSTRIAL LP, SHREVEPORT (318)688-4133
WENDELTA, INC.
1287 SHREVEPORT-BARKSDALE HWY, SHREVEPORT (318)219-2127
WENDELTA, INC.
1529 NORTH MARKET ST., SHREVEPORT (318)681-0971
WENDELTA, INC.
2534 BERT KOUHNS IND LOOP, SHREVEPORT (318)688-6808
WENDELTA, INC.
3820 HEARNE AVENUE, SHREVEPORT (318)635-1183
WENDELTA, INC.
450 KINGS HWY, SHREVEPORT (318)459-2215
WENDELTA, INC.
5796 NORTH MARKET ST, SHREVEPORT (318)505-3692
WENDELTA, INC.
6412 LINE AVENUE, SHREVEPORT (318)865-2913
WENDELTA, INC.
6710 PINES ROAD, SHREVEPORT (318)688-8727
WENDELTA, INC.
6934 W BERT KOUNS INDUSTRIAL LOOP, SHREVEPORT (318)687-2107
WENDELTA, INC.
8586 YOUREE DRIVE, SHREVEPORT (318)798-6343
WENDELTA, INC.
2405 GAUSE BLVD., SLIDELL (985)641-1043
WENDELTA, INC.
2501 OLD SPANISH TRAIL, SLIDELL (985)643-8544
WENDELTA, INC.
3915 PONTCHARTRAIN, SLIDELL (985)641-1827
WENDELTA, INC.
132 HWY 65 SOUTH, TALLULAH (318)574-8684
WENDELTA, INC.
109 THOMAS RD., WEST MONROE (318)322-8883
WENDELTA, INC.
4915 CYPRESS ST, WEST MONROE (318)953-7915
WENDELTA, INC.
3324 FRONT ST, WINNSBORO (318)435-8858

MAINE

LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
133 CENTER ST, AUBURN (207)782-4572
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
264 CIVIC CENTER DR, AUGUSTA (207)623-9129
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
51 WESTERN AVE, AUGUSTA (207)622-5328
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
1049 UNION ST., BANGOR (207)947-7101
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
56 MALL BLVD, BANGOR (207)942-1340
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
187 HIGH STREET, ELLSWORTH (207)667-0928
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
4 STILLWATER AVE., ORONO (207)827-1637
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
240 MAIN MALL ROAD, SOUTH PORTLAND (207)772-7656
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
15 TOPSHAM FAIR MALL ROAD, TOPSHAM (207)725-0974
LEGACY CP MAINE, LLC, ANEIL LALA, Neal Wadwa
329 MAIN STREET, WATERVILLE (207)872-5021
WENDCO OF EPSOM, INC., LAWRENCE M. WILEY
1340 MAIN ST, SANFORD (207)490-5975
WENDCO OF MAINE, LLC, LAWRENCE M. WILEY
515 ALFRED ROAD, BIDDEFORD (207)283-3426
WENDCO OF MAINE, LLC, LAWRENCE M. WILEY
617 WARREN AVE., PORTLAND (207)253-5015
WENDCO OF MAINE, LLC, LAWRENCE M. WILEY
528 MAIN STREET, SACO (207)282-9921
WENDCO OF MAINE, LLC, LAWRENCE M. WILEY
831 ROOSEVELT TRAIL, WINDHAM (207)892-0270

MARYLAND

AREAS USA MDTP, LLC
I-95 JFK MEMORIAL HWY, ABERDEEN (443)674-1842
AREAS USA MDTP, LLC
I-95 JFK MEMORIAL HWY, NORTH EAST (443)674-1862
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
18289 SHOWALTER RD, HAGERSTOWN (301)790-0659
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
1224 NATIONAL HIGHWAY, CUMBERLAND (301)729-6180
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
325 S. CENTRE STREET, CUMBERLAND (301)759-3414
VESSEL OPERATING HOLDCO LLC
1620 W 41ST ST, BALTIMORE (0)-
WEND BALTIMORE NORTH LLC
987 BEARDS HILL ROAD, ABERDEEN (443)327-6706
WEND BALTIMORE NORTH LLC
2910 EMMORTON ROAD, ABINGDON (410)569-5500
WEND BALTIMORE NORTH LLC
1320 MERRITT BLVD., BALTIMORE (410)282-8746
WEND BALTIMORE NORTH LLC
2045 HARFORD ROAD, BALTIMORE (410)889-2486
WEND BALTIMORE NORTH LLC
4200 PATTERSON AVENUE, BALTIMORE (410)318-8518
WEND BALTIMORE NORTH LLC
5615-21 YORK ROAD, BALTIMORE (410)532-9578
WEND BALTIMORE NORTH LLC
6411 EASTERN AVENUE, BALTIMORE (410)631-6076
WEND BALTIMORE NORTH LLC
6600 BALTIMORE NATL PIKE, BALTIMORE (410)747-4489
WEND BALTIMORE NORTH LLC
901 MCCULLOH STREET, BALTIMORE (410)383-2754
WEND BALTIMORE NORTH LLC
1604 CONOWINGO ROAD, BEL AIR (410)420-1020
WEND BALTIMORE NORTH LLC
5801 CLARKSVILLE SQUARE DRIVE, CLARKSVILLE 410)531-3637
WEND BALTIMORE NORTH LLC
9817 YORK RD, COCKEYSVILLE (410)667-1158
WEND BALTIMORE NORTH LLC
6355 DOBBIN ROAD, COLUMBIA (443)542-0750
WEND BALTIMORE NORTH LLC
9150 RT 108, COLUMBIA (443)545-5464
WEND BALTIMORE NORTH LLC
1950 PULASKI HIGHWAY, EDGEWOOD (410)671-2082
WEND BALTIMORE NORTH LLC
7311 WASHINGTON BLVD., ELKRIDGE (410)796-0842
WEND BALTIMORE NORTH LLC
1344 EASTERN BOULEVARD, ESSEX (410)918-1505
WEND BALTIMORE NORTH LLC
1201 W PATRICK ST, FREDERICK (301)663-9232
WEND BALTIMORE NORTH LLC
5000 BUCKEYSTOWN PIKE, FREDERICK (240)680-9099
WEND BALTIMORE NORTH LLC
98 MONOCACY BOULEVARD, FREDERICK (301)696-8163
WEND BALTIMORE NORTH LLC
10502 SHARPSBURG PIKE, HAGERSTOWN (301)714-4910
WEND BALTIMORE NORTH LLC
1570 WESEL BLVD, HAGERSTOWN (301)416-8312
WEND BALTIMORE NORTH LLC
17786 GARLAND GROTH BOULEVARD, HAGERSTOWN (301)797-4818
WEND BALTIMORE NORTH LLC
950 DUAL HIGHWAY, HAGERSTOWN (240)648-3002
WEND BALTIMORE NORTH LLC
4224 NORTH WOODS TRL, HAMPSTEAD (410)374-1638
WEND BALTIMORE NORTH LLC
7057 ARUNDEL MILLS BLVD., HANOVER (410)799-8336
WEND BALTIMORE NORTH LLC
1060 JOPPA FARM RD, JOPPA (410)679-7604

WEND BALTIMORE NORTH LLC
1589 WEST NURSERY RD., LINTHICUM (410)850-0694
WEND BALTIMORE NORTH LLC
2522 WEST PULASKI HIGHWAY, NORTH EAST (443)674-8594
WEND BALTIMORE NORTH LLC
8700 BELAIR RD, NOTTINGHAM (410)529-1609
WEND BALTIMORE NORTH LLC
9243 LAKESIDE BOULEVARD, OWINGS MILLS (410)356-3561
WEND BALTIMORE NORTH LLC
3001 EAST JOPPA ROAD, PARKVILLE (410)882-4944
WEND BALTIMORE NORTH LLC
11818 REISTERTOWN RD., REISTERSTOWN (410)526-3800
WEND BALTIMORE NORTH LLC
395 NORTH CENTER STREET, WESTMINSTER (410)876-0881
WEND BALTIMORE NORTH LLC
2351 ROLLING ROAD, WINDSOR MILL (443)436-5737
WEND BALTIMORE SOUTH LLC
10634 BALTIMORE BOULEVARD, BELTSVILLE (301)937-3533
WEND BALTIMORE SOUTH LLC
8715 CENTRAL AVENUE, CAPITOL HEIGHTS (301)499-2986
WEND BALTIMORE SOUTH LLC
6410 SARGENT ROAD, HYATTSVILLE 301)559-4322
WEND BALTIMORE SOUTH LLC
8211 LANDOVER RD., HYATTSVILLE (301)322-1920
WEND BALTIMORE SOUTH LLC
8308 ANNAPOLIS RD., NEW CARROLLTON (301)731-7625
WEND BALTIMORE SOUTH LLC
6823 NEW HAMPSHIRE AVE., TAKOMA PARK (301)270-3434
WEND CENTRAL MARYLAND LLC
7099 BERRY ROAD, ACCOKEEK (301)283-5240
WEND CENTRAL MARYLAND LLC
1454 WHITEHALL RD., ANNAPOLIS (410)757-6959
WEND CENTRAL MARYLAND LLC
153 DEFENSE HWY, ANNAPOLIS (410)571-0122
WEND CENTRAL MARYLAND LLC
1949 WEST ST., ANNAPOLIS (410)841-6788
WEND CENTRAL MARYLAND LLC
3620 WASHINGTON BLVD, BALTIMORE (410)247-7886
WEND CENTRAL MARYLAND LLC
11741 BELTSVILLE DR, BELTSVILLE (301)572-6989
WEND CENTRAL MARYLAND LLC
16400 HARBOUR WAY, BOWIE (301)352-7218
WEND CENTRAL MARYLAND LLC
45460 MIRAMAR WAY, CALIFORNIA (301)862-3190
WEND CENTRAL MARYLAND LLC
709 CAMBRIDGE MARKETPLACE BLVD., CAMBRIDGE (443)439-0099
WEND CENTRAL MARYLAND LLC
30273 TRIANGLE DRIVE, CHARLOTTE HALL (301)884-2965
WEND CENTRAL MARYLAND LLC
8907 WOODYARD RD, CLINTON (301)868-2569
WEND CENTRAL MARYLAND LLC
15807 FREDERICK ROAD, DERWOOD (301)948-7625
WEND CENTRAL MARYLAND LLC
5425 SILVER HILL RD, DISTRICT HEIGHTS (301)568-0088
WEND CENTRAL MARYLAND LLC
8275 OCEAN GATEWAY, EASTON (410)820-7066
WEND CENTRAL MARYLAND LLC
100 E CENTRAL AVE, EDGEWATER (410)956-4868
WEND CENTRAL MARYLAND LLC
3440 DONNELL DRIVE, FORESTVILLE (301)420-2714
WEND CENTRAL MARYLAND LLC
11815 LIVINGSTON ROAD, FORT WASHINGTON (301)292-2073
WEND CENTRAL MARYLAND LLC
12114 DARNESTOWN RD, GAITHERSBURG (301)926-4703
WEND CENTRAL MARYLAND LLC
18350 CONTOUR RD, GAITHERSBURG (301)947-6516
WEND CENTRAL MARYLAND LLC
18425 WOODFIELD ROAD, GAITHERSBURG (301)963-4382
WEND CENTRAL MARYLAND LLC
1064 MD ROUTE 3 N, GAMBRILLS (410)721-4165
WEND CENTRAL MARYLAND LLC
12988 MIDDLEBROOK ROAD, GERMANTOWN (240)912-4068
WEND CENTRAL MARYLAND LLC
6910 RITCHIE HIGHWAY, GLEN BURNIE (410)760-9439
WEND CENTRAL MARYLAND LLC
7905 RITCHIE HIGHWAY, GLEN BURNIE (410)787-7066
WEND CENTRAL MARYLAND LLC
6242 GREENBELT ROAD, GREENBELT (301)474-3539
WEND CENTRAL MARYLAND LLC
7513 GREENBELT RD., GREENBELT (301)474-7131
WEND CENTRAL MARYLAND LLC
8 WATKINS PARK DR, KETTERING (301)249-3928
WEND CENTRAL MARYLAND LLC
6293 CRAIN HWY, LA PLATA (301)932-6385
WEND CENTRAL MARYLAND LLC
9401 ANNAPOLIS ROAD, LANHAM (301)731-5681
WEND CENTRAL MARYLAND LLC
14050 BALTIMORE BLVD, LAUREL (301)725-4931
WEND CENTRAL MARYLAND LLC
8850 GORMAN ROAD, LAUREL (301)362-1528
WEND CENTRAL MARYLAND LLC
40804 MERCHANT LANE, LEONARDTOWN (301)997-0753
WEND CENTRAL MARYLAND LLC
21589 GREAT MILLS RD, LEXINGTON PARK (301)862-4555
WEND CENTRAL MARYLAND LLC
8203 VETERANS HWY, MILLERSVILLE (410)987-6507
WEND CENTRAL MARYLAND LLC
6122 OXON HILL ROAD, OXON HILL (301)567-3575
WEND CENTRAL MARYLAND LLC
8098 EDWIN RAYNOR BLVD., PASADENA (410)439-0348
WEND CENTRAL MARYLAND LLC
170 SOLOMONS ISLAND RD N, PRINCE FREDERICK (410)535-9609
WEND CENTRAL MARYLAND LLC
5001 NICHOLSON ROAD, ROCKVILLE (301)230-1348
WEND CENTRAL MARYLAND LLC
808 ROCKVILLE PIKE, ROCKVILLE (301)424-7236
WEND CENTRAL MARYLAND LLC
1101 S SALISBURY BLVD, SALISBURY (667)281-1556
WEND CENTRAL MARYLAND LLC
2710 N.SALISBURY BLVD, SALISBURY (410)749-7236
WEND CENTRAL MARYLAND LLC
11030 VEIRS MILL ROAD, SILVER SPRING (301)942-3140
WEND CENTRAL MARYLAND LLC
14012 CONNECTICUT AVENUE, SILVER SPRING (301)871-5580
WEND CENTRAL MARYLAND LLC
17 VITAL WAY, SILVER SPRING (301)288-7785
WEND CENTRAL MARYLAND LLC
3636 BRANCH AVENUE, TEMPLE HILLS (301)423-5227
WEND CENTRAL MARYLAND LLC
6335 ALLENTOWN ROAD, TEMPLE HILLS (301)449-7696
WEND CENTRAL MARYLAND LLC
15400 CHRYSLER DRIVE, UPPER MARLBORO (301)574-3921
WEND CENTRAL MARYLAND LLC
3355 LEONARDTOWN ROAD, WALDORF (301)645-5037
WMILCO, LLC
8901 WISCONSIN AVE, BETHESDA (240)800-7161

MASSACHUSETTS

WENDYS OLD FASHIONED HAMBURGERS
373 CENTRE AVENUE, ABINGTON (781)982-9651
3 ROBERT TONER BLVD, ATTLEBORO FALLS (508)643-2573
688 SOUTH BRIDGE STREET, AUBURN 508)832-9830
1900 MAIN STREET, BROCKTON (508)586-2006
660 OAK STREET, BROCKTON (508)588-7288
1724 REVERE BEACH PARKWAY, EVERETT (617)394-9768
7 FAIRHAVEN COMMONS, FAIRHAVEN (508)999-4407
35 MARIANO BISHOP BLVD, FALL RIVER (508)674-1740
500 BEDFORD STREET, FALL RIVER (508)675-7369
1699 WORCESTER RD, FRAMINGHAM (508)620-7360
505 WEST CENTRAL STREET, FRANKLIN (508)520-3196
1316 WASHINGTON ST, HANOVER (781)826-6754
64 COPELAND DRIVE, MANSFIELD (508)339-7284
730 PLAIN STREET, MARSHFIELD (781)834-2330
330 MIDDLESEX AVE., MEDFORD (617)203-3014
128 CEDAR STREET, MILFORD (508)478-5118
303 W CENTRAL ST, NATICK (508)872-0072
1095 KINGS HIGHWAY, NEW BEDFORD (508)995-4410
449 STATE RD, NORTH DARTMOUTH (508)984-5601
1412 BOSTON PROVIDENCE TURNPIKE, NORWOOD (781)769-0146
191 NEWPORT AVE, QUINCY (617)472-2983
520 SOUTHERN ARTERY. QUINCY (617)472-3981
14 CONDLIN DRIVE, RANDOLPH (781)961-2838
1028 RT 44, RAYNHAM (508)821-2015
1111 HINGHAM ST, ROCKLAND (781)691-2152
530 AMERICAN LEGION HIGHWAY, ROSLINDALE (617)983-2983
777 BROADWAY, SAUGUS (339)330-0001
8 HIGHLAND AVENUE, SEEKONK (508)336-4019
630 WASHINGTON STREET, SOUTH ATTLEBORO (508)399-6005
588 WASHINGTON ST, SOUTH EASTON (508)238-5191
351 WASHINGTON ST., STOUGHTON (781)344-1857
211 CHARLTON ROAD, STURBRIDGE (508)347-8702
632 GRAND ARMY HWY, SWANSEA (508)676-3704
2089 BAY ST., TAUNTON (508)880-0749
41 TAUNTON DEPOT DRIVE, TAUNTON (508)822-3301
806 MAIN STREET, WALTHAM (781)899-2795
2419 CRANBERRY HIGHWAY, WAREHAM (508)743-4539
123 E MAIN STREET, WEBSTER (508)949-0212

WENDYS OLD FASHIONED HAMBURGERS
707 WEST CENTER STREET, WEST BRIDGEWATER (508)583-4357
300 TURNPIKE RD, WESTBOROUGH (508)366-0081
362 BEDFORD STREET, WHITMAN (781)447-2878
303 MONTVALE AVE, WOBURN (781)937-0821
500 PARK AVENUE, WORCESTER (508)796-9045
560 SOUTHWEST CUTOFF, WORCESTER (508)793-1601
702 SOUTHBRIDGE STREET, WORCESTER (508)755-1476
COMPASS GROUP USA, INC.
285 OLD WESTPORT, NORTH DARTMOUTH (508)999-8141
FASHION FOOD, LLC, ERNEST M. SMILY
554 ROUTE 132, HYANNIS (508)771-1130
FASHION FOOD, LLC, ERNEST M. SMILY
44 FALMOUTH RD, MASHPEE (0)-
FASHION FOOD, LLC, ERNEST M. SMILY
15 CANAL ROAD, ORLEANS (508)255-4523
FASHION FOOD, LLC, ERNEST M. SMILY
45 COMMERCE WAY, PLYMOUTH (508)747-7377
FASHION FOOD, LLC, ERNEST M. SMILY
69 LONG POND DRIVE, PLYMOUTH (508)927-4073
FASHION FOOD, LLC, ERNEST M. SMILY
32 OLD TOWN HOUSE RD, SOUTH YARMOUTH (508)394-2985
INSPIRED BY OPPORTUNITY, LLC
786 MEMORIAL DR., CHICOPEE (413)612-0247
INSPIRED BY OPPORTUNITY, LLC
1340 SPRINGFIELD STREET, FEEDING HILLS (413)276-6488
INSPIRED BY OPPORTUNITY, LLC
138 FEDERAL STREET, GREENFIELD (413)475-7142
INSPIRED BY OPPORTUNITY, LLC
376 RUSSELL STREET, HADLEY (413)517-3968
INSPIRED BY OPPORTUNITY, LLC
484 CENTER ST, LUDLOW (413)385-9074
INSPIRED BY OPPORTUNITY, LLC
1213 THORNDYKE ST, PALMER (413)284-2809
INSPIRED BY OPPORTUNITY, LLC
556 HUBBARD AVENUE, PITTSFIELD (413)242-6215
INSPIRED BY OPPORTUNITY, LLC
1290 SAINT JAMES AVE, SPRINGFIELD (413)276-6442
INSPIRED BY OPPORTUNITY, LLC
1420 ALLEN ST., SPRINGFIELD (413)273-7971
INSPIRED BY OPPORTUNITY, LLC
757 BOSTON ROAD, SPRINGFIELD (413)273-7780
INSPIRED BY OPPORTUNITY, LLC
288 PARK STREET, WEST SPRINGFIELD (413)276-6426
INSPIRED BY OPPORTUNITY, LLC
644 RIVERDALE STREET, WEST SPRINGFIELD (413)276-6512
INSPIRED BY OPPORTUNITY, LLC
2-6 SOUTH HAMPTON ROAD, WESTFIELD (413)729-4566
TWIN COAST ENTERPRISES, INC.
5 ARLINGTON STREET, DRACUT (978)452-2393
TWIN COAST ENTERPRISES, INC.
55 HAMPSHIRE STREET, LAWRENCE (978)686-3555
TWIN COAST ENTERPRISES, INC.
581 ROGERS ST, LOWELL (978)459-2994
TWIN COAST ENTERPRISES, INC.
486 BROADWAY, METHUEN (978)682-7827
TWIN COAST ENTERPRISES, INC.
90 PLEASANT VALLEY STREET, METHUEN (978)689-9302
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
56 MARKET DR, ATHOL (978)575-3600
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
2 BARNUM RD, AYER (978)772-5650
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
157-A MASSACHUSETTS AVENUE, BOSTON (617)236-1550
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
71 SUMMER STREET, BOSTON (617)542-5719
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
39 S MAIN ST, BRADFORD (978)372-6291
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
112 BURLINGTON MALL ROAD, BURLINGTON (781)272-0866
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
188 ENDICOTT ST, DANVERS (978)774-8995
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
28 PEARSON BLVD, GARDNER (978)630-3490
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
19 PLAISTOW RD, HAVERHILL (978)374-4059
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
99 WINTHROP AVE, LAWRENCE (978)682-0565
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
23 COMMERCIAL ROAD, LEOMINSTER (978)537-4258
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
528 NORTH MAIN STREET, LEOMINSTER (978)840-7415
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
1460 MIDDLESEX STREET, LOWELL (978)458-6320
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
436 CHELMSFORD ST, LOWELL (978)459-2985
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
116 BOSTON ST, LYNN (781)596-1030
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
377 LYNNWAY, LYNN (781)598-9172
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
176 BOSTON POST RD WEST, MARLBOROUGH (508)481-5366
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
115 POWDER MILL ROAD, MAYNARD (978)461-0444
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
25 STOREY AVENUE, NEWBURYPORT (978)462-1317
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
312 BOSTON RD, NORTH BILLERICA (978)663-4550
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
52 MAIN STREET, NORTH READING (978)664-3018
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
69 NEWBURY STREET, PEABODY (978)535-7505
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
39 SQUIRE ROAD, REVERE (781)853-6690
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
42 FURLONG DRIVE, REVERE (781)289-1676
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
91 LAFAYETTE ST, SALEM (978)745-9545
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
1665 ANDOVER STREET, TEWKSBURY (978)858-0400
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
492 LINCOLN STREET, WORCESTER (508)852-2120

MICHIGAN

BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
1292 NORTH OPDYKE ROAD, AUBURN HILLS (248)340-9030
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
20561 GIBRALTAR RD, BROWNSTOWN TWP (734)676-1406
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
33651 23 MILE ROAD, CHESTERFIELD (586)725-7820
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
50775 GRATIOT AVE., CHESTERFIELD (586)949-6067
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
1421 NORTH MAIN STREET, CLAWSON (248)435-2270
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
19301 15 MILE ROAD, CLINTON TOWNSHIP (586)792-0075
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
37794 S GRATIOT AVE, CLINTON TOWNSHIP (586)468-9542
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
43010 GARFIELD RD, CLINTON TOWNSHIP (586)286-5030
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
1950 S CEDAR STREET, IMLAY CITY (810)724-2443
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
4086 FORT STREET, LINCOLN PARK (313)928-3519
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
22929 HALL RD, MACOMB (586)948-4110
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
1700 S OPDYKE, PONTIAC (248)334-8008
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
1344 WALTON BLVD, ROCHESTER HILLS (248)656-0839
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
3140 S ROCHESTER ROAD, ROCHESTER HILLS (248)853-7560
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
31159 HARPER AVENUE, SAINT CLAIR SHORES (586)294-7611
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
29069 GREENFIELD ROAD, SOUTHFIELD (248)262-7871
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
40950 RYAN ROAD, STERLING HEIGHTS (586)446-8474
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
44685 SCHOENHERR RD, STERLING HEIGHTS (586)731-5620
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
6001 METRO PARKWAY, STERLING HEIGHTS (586)979-8350
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
3995 ROCHESTER ROAD, TROY (248)689-1944
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
45840 VAN DYKE AVE, UTICA (586)731-4311
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
15101 EAST 12 MILE RD, WARREN (586)552-4805
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
31301 VAN DYKE ROAD, WARREN (586)939-4780
BRIAN H. KELEMEN & ASSOCIATES, INC., BRIAN H. KELEMEN, LYNN KELEMEN
66650 VAN DYKE RD, WASHINGTON (586)752-3277
CALVIN E. KARR RICHARD MERRILL
2025 US 41 W, MARQUETTE (906)228-3663
CHERRY CREEK 101, INC.
2720 UNION LAKE ROAD, COMMERCE TWP (248)363-4559

EXHIBIT R-1 Operating Outlets By State

CHERRY CREEK 101, INC.
30725 12 MILE ROAD, FARMINGTON HILLS (248)474-7500
CHERRY CREEK 101, INC.
38177 10 MILE ROAD, FARMINGTON HILLS (248)477-9655
CHERRY CREEK 101, INC.
29415 DEQUINDRE, MADISON HEIGHTS (248)543-7141
CHERRY CREEK 101, INC.
20066 W. 8 MILE ROAD, SOUTHFIELD (248)354-6166
CHERRY CREEK 101, INC.
22111 GREENFIELD ROAD, SOUTHFIELD (248)557-1315
CHERRY CREEK 101, INC.
11779 E. 8 MILE, WARREN (586)773-1243
CHERRY CREEK 101, INC., ED LIVERSIDGE
22725 ORCHARD LAKE ROAD, FARMINGTON (248)476-0554
CHERRY CREEK 101, INC., ED LIVERSIDGE
1006 E. WEST MAPLE ROAD, WALLED LAKE (248)668-1177
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1495 WRIGHT AVE., ALMA (989)463-8411
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1036 W. CHISHOLM STREET, ALPENA (989)356-6668
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
130 BROWN ROAD, AUBURN HILLS (248)393-7795
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
787 N VAN DYKE RD, BAD AXE (989)269-6984
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
821 NORTH EUCLID AVE., BAY CITY (989)686-6132
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
2181 RAWSONVILLE ROAD, BELLEVILLE (734)484-4411
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
12150 MARKET PLACE DR, BIRCH RUN (989)624-1022
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
6324 DIXIE HIGHWAY, BRIDGEPORT (989)777-8110
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1138 N. BELSAY RD., BURTON (810)715-3810
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
46110 MICHIGAN AVENUE, CANTON (734)398-1405
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
847 S. STATE ST., CARO (989)673-0600
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
5546 SASHABAW ROAD, CLARKSTON (248)620-0313
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
7149 DIXIE HWY, CLARKSTON (248)620-2388
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
4280 W. VIENNA ROAD, CLIO (810)686-5500
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
102 W. FLINT STREET, DAVISON (810)658-7324
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
3560 GREENFIELD, DEARBORN (313)240-5295
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
5714 SOUTH TELEGRAPH ROAD, DEARBORN HEIGHTS (313)292-5727
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
14001 LIVERNOIS, DETROIT (313)935-6271
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
18430 FORD RD., DETROIT (313)593-4449
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
4749 CONNER STREET, DETROIT (313)822-3519
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
6601 E. JEFFERSON AVE., DETROIT (313)259-0109
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
7850 GRATIOT, DETROIT (313)921-1772
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
9768 GRAND RIVER AVE, DETROIT (313)931-5958
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
8581 LANSING ROAD, DURAND (989)288-5188
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
2640 CENTER AVE., ESSEXVILLE (989)893-2228
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1090 WEST HILL ROAD, FLINT (810)235-0522
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
4314 CORUNNA ROAD, FLINT (810)732-4818
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
6501 PIERSON ROAD, FLUSHING (810)659-5812
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
123 INKSTER RD, GARDEN CITY (734)427-4020
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
11333 SAGINAW STREET, GRAND BLANC (810)695-0485
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
4045 GRANGE HALL RD, HOLLY (248)634-4587
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
2770 WADHAMS ROAD, KIMBALL (810)982-2647
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
388 S. BROADWAY, LAKE ORION (248)814-0893
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
436 S. MAIN ST., LAPEER (810)664-1641
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1055 FORT STREET, LINCOLN PARK (313)383-3670
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1970 SOUTHFIELD RD., LINCOLN PARK (313)406-4137
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
19005 MIDDLEBELT RD, LIVONIA (248)474-6298
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
27526 GRAND RIVER, LIVONIA (248)478-4651
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
31150 FIVE MILE ROAD, LIVONIA (734)522-9283
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1612 SOUTH SAGINAW, MIDLAND (989)835-2880
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1006 PICKARD, MOUNT PLEASANT (989)775-3175
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1619 S MISSION, MOUNT PLEASANT (989)773-2524
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
596 E. WALTON BLVD., PONTIAC (248)977-5037
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
1700 HANCOCK ST, PORT HURON (810)982-0688
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
2323 OAK STREET, PORT HURON (810)985-5255
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
9859 MIDDLEBELT ROAD, ROMULUS (734)946-1150
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
4305 BAY ROAD, SAGINAW (989)792-3252
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
4525 STATE ST, SAGINAW (989)799-2420
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
7945 GRATIOT RD., SAGINAW (989)781-1183
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
24999 NORTHWESTERN HWY, SOUTHFIELD (248)304-1937
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
4220 ELMS, SWARTZ CREEK (810)630-1245

EXHIBIT R-1 Operating Outlets By State

DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
2190 ORCHARD LAKE ROAD, SYLVAN LAKE (248)681-6408
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
10443 TELEGRAPH RD, TAYLOR (313)291-8024
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
21909 ECORSE ROAD, TAYLOR (313)299-1330
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
23500 EUREKA RD., TAYLOR (734)287-6216
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
24845 RYAN ROAD, WARREN (586)427-5360
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
3170 ELIZABETH LAKE, WATERFORD (248)681-6914
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
5660 HIGHLAND ROAD, WATERFORD (248)673-1111
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
32967 MICHIGAN AVENUE, WAYNE (734)326-5366
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
29317 JOY ROAD, WESTLAND (734)762-3397
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
439 S. WAYNE RD., WESTLAND (734)728-5770
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
22052 ALLEN ROAD, WOODHAVEN (734)692-8048
DOUGLAS CORPORATION OF MICHIGAN, GEORGE DOUGLAS WELLINGS, STACY WELLINGS
3460 BIDDLE AVE., WYANDOTTE (734)281-6842
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
549 TECUMSEH, DUNDEE (734)529-3867
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
3367 STERNS ROAD, LAMBERTVILLE (734)854-2626
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
1125 N. DIXIE HIGHWAY, MONROE (734)242-5610
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
1712 N. TELEGRAPH, MONROE (734)243-3659
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
876 S. MONROE ST., MONROE (734)242-2510
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
601 S CENTERVILLE, STURGIS (269)651-6657
IMPACT VENTURES CORP.
40320 W 14 MILE RD, COMMERCE TWP (248)668-1763
IMPACT VENTURES CORP.
822 CHARLEVOIX AVENUE, PETOSKEY (231)348-5118
IMPACT VENTURES CORP.
4201 I-75 BUSINESS SPUR, SAULT SAINTE MARIE (906)635-1941
IMPACT VENTURES CORP.
1445 S. DIVISION STREET, TRAVERSE CITY (231)941-8182
IMPACT VENTURES CORP.
29480 WIXOM ROAD, WIXOM (248)347-1089
JOHN S. PELLERITO
428 W. MAIN STREET, OWOSSO (989)725-6504
KELEMEN FOODS INC., BRIAN H. KELEMEN, LYNN KELEMEN
36125 26 MILE RD, NEW HAVEN (586)210-5149
LAKE BLUFF HOLDINGS INC., MICHAEL DUTKAVICH, SHANNON DUTKAVICH
800 S STEPHENSON AVE, IRON MOUNTAIN (906)779-0921
MAHALO MANAGEMENT LLC, RICHARD J. SEFTON
28481 TELEGRAPH ROAD, SOUTHFIELD (248)352-4474
PILOT TRAVEL CENTERS LLC
1860 EAST NAPIER AVENUE, BENTON HARBOR (269)925-6447
PILOT TRAVEL CENTERS LLC
3475 EAST WASHINGTON, SAGINAW (989)752-6860
SSM HOLDING COMPANY, MICHAEL DUTKAVICH, SHANNON DUTKAVICH
112 N. LINCOLN RD, ESCANABA (906)789-5681
TAYVEN FOOD, CORP., STEVEN TAYLOR
12550 GRATIOT AVE, DETROIT (313)372-6505
TAYVEN FOOD, CORP., STEVEN TAYLOR
14401 W. 7 MILE, DETROIT (313)864-3577
TAYVEN FOOD, CORP., STEVEN TAYLOR
17420 GRAND RIVER, DETROIT (313)835-5976
TAYVEN FOOD, CORP., STEVEN TAYLOR
22222 GRAND RIVER AVE, DETROIT (313)541-0149
TAYVEN FOOD, CORP., STEVEN TAYLOR
6333 W. 8 MILE RD., DETROIT 313)345-2141
TAYVEN FOOD, CORP., STEVEN TAYLOR
22555 WOODWARD AVE, FERNDALE (248)546-0261
TAYVEN FOOD, CORP., STEVEN TAYLOR
330 W. NINE MILE RD, HAZEL PARK (248)541-0048
TAYVEN FOOD, CORP., STEVEN TAYLOR
13525 WOODWARD AVE., HIGHLAND PARK (313)865-8440
TAYVEN FOOD, CORP., STEVEN TAYLOR
32500 JOHN R. ROAD, MADISON HEIGHTS (248)585-2767
TAYVEN FOOD, CORP., STEVEN TAYLOR
25345 HOOVER ROAD, WARREN (586)758-7342
TAYVEN FOOD, CORP., STEVEN TAYLOR
5833 EAST EIGHT MILE RD, WARREN (586)755-1940
TAYVEN, INC., STEVEN TAYLOR
8515 N.TELEGRAPH ROAD, DEARBORN HEIGHTS (313)278-6545
TAYVEN, INC., STEVEN TAYLOR
22333 TELEGRAPH RD, SOUTHFIELD (248)353-2229
TSFR BURGER LLC
4412 MAUMEE STREET, ADRIAN (517)266-8827
TSFR BURGER LLC
644 S. MAIN STREET, ADRIAN (517)263-4105
TSFR BURGER LLC
3100 BOARDWALK, ANN ARBOR (734)996-0547
TSFR BURGER LLC
73 SOUTH ZEEB ROAD, ANN ARBOR (734)665-6702
TSFR BURGER LLC
11000 BELLEVILLE RD, BELLEVILLE (734)697-2126
TSFR BURGER LLC
8545 W. GRAND RIVER, BRIGHTON (810)229-7333
TSFR BURGER LLC
9370 LEE ROAD, BRIGHTON (810)229-6148
TSFR BURGER LLC
40450 MICHIGAN AVENUE, CANTON (734)326-2017
TSFR BURGER LLC
41465 FORD RD, CANTON (734)981-0183
TSFR BURGER LLC
45145 FORD ROAD, CANTON (734)844-3117
TSFR BURGER LLC
310 LANSING RD., CHARLOTTE (517)543-7438
TSFR BURGER LLC
1640 COMMERCE PARK ROAD, CHELSEA (734)433-1436
TSFR BURGER LLC
10332 S. CLARE AVENUE, CLARE (989)386-3311
TSFR BURGER LLC
525 E CHICAGO ST., COLDWATER (517)278-6651
TSFR BURGER LLC
9805 DAVIS HIGHWAY, DIMONDALE (517)322-0249
TSFR BURGER LLC
900 S GRAND AVE., FOWLERVILLE (517)223-0619
TSFR BURGER LLC
811 MAIN ST., GAYLORD (989)732-7359
TSFR BURGER LLC
980 E.SAGINAW HWY, GRAND LEDGE (517)627-4963
TSFR BURGER LLC
2141 S. GRAYLING, GRAYLING (989)348-2367
TSFR BURGER LLC
1010 N. LAFAYETTE ST, GREENVILLE (616)754-5291
TSFR BURGER LLC
1967 BLAINE ROAD, HARTLAND (810)632-3054
TSFR BURGER LLC
613 W. STATE ST., HASTINGS (269)948-8728
TSFR BURGER LLC
419 W CARLETON, HILLSDALE (517)437-2700
TSFR BURGER LLC
1022 PINCKNEY ROAD, HOWELL (517)545-5677
TSFR BURGER LLC
2620 STATE ST. SOUTH, IONIA (616)527-2611
TSFR BURGER LLC
1300 WEST AVE., JACKSON (517)788-9675
TSFR BURGER LLC
2631 AIRPORT RD, JACKSON (517)782-5078
TSFR BURGER LLC
3306 E. MICHIGAN AVENUE, JACKSON (517)784-1630
TSFR BURGER LLC
6119 ANN ARBOR ROAD, JACKSON (517)748-9520
TSFR BURGER LLC
913 NORTH WISNER, JACKSON (517)784-4000
TSFR BURGER LLC
2727 EATON RAPIDS ROAD, LANSING (517)394-7851
TSFR BURGER LLC
3920 WEST SAGINAW, LANSING (517)321-5270
TSFR BURGER LLC
413 S CEDAR ST., LANSING (517)484-5776
TSFR BURGER LLC
529 NORTH CLIPPERT, LANSING (517)333-5294
TSFR BURGER LLC
6620 S. CEDAR, LANSING (517)394-1341

EXHIBIT R-1 Operating Outlets By State

TSFR BURGER LLC
34450 PLYMOUTH RD, LIVONIA (734)422-7052
TSFR BURGER LLC
15690 WEST MICHIGAN, MARSHALL (269)781-6525
TSFR BURGER LLC
439 N. CEDAR STREET, MASON (517)676-2987
TSFR BURGER LLC
17899 HAGGERTY, NORTHVILLE (248)380-6297
TSFR BURGER LLC
26245 NOVI ROAD, NOVI (248)344-7845
TSFR BURGER LLC
4850 MARSH RD., OKEMOS (517)349-1189
TSFR BURGER LLC
1230 E M36, PINCKNEY (734)878-3197
TSFR BURGER LLC
15055 SHELDON RD, PLYMOUTH (734)207-6277
TSFR BURGER LLC
655 W. ANN ARBOR RD, PLYMOUTH (734)455-1616
TSFR BURGER LLC
1400 S US 27, SAINT JOHNS (989)224-4969
TSFR BURGER LLC
760 EAST MICHIGAN, SALINE (734)944-0044
TSFR BURGER LLC
12793 N US HIGHWAY 131, SCHOOLCRAFT (269)679-3922
TSFR BURGER LLC
440 S. LAFAYETTE, SOUTH LYON (248)446-0236
TSFR BURGER LLC
18902 NORTHLINE ROAD, SOUTHGATE (734)374-5534
TSFR BURGER LLC
1301 W CHICAGO BLVD, TECUMSEH (517)423-5644
TSFR BURGER LLC
233 N US HIGHWAY 131, THREE RIVERS (269)278-7105
TSFR BURGER LLC
2991 COOK ROAD, WEST BRANCH (989)345-5781
TSFR BURGER LLC
2735 WASHTENAW AVE., YPSILANTI (734)434-9533
TSFR BURGER LLC
4020 CARPENTER RD., YPSILANTI (734)971-5644
TSFR BURGER LLC
750 S. HEWITT ROAD, YPSILANTI (734)480-2588
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
1986 M 139, BENTON HARBOR (269)926-2510
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
1411 S. 11TH ST., NILES (269)683-2749
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
2800 NILES AVE, SAINT JOSEPH (269)982-0217
WM LIMITED PARTNERSHIP-1998
1509 LINCOLN ROAD, ALLEGAN (269)686-1154
WM LIMITED PARTNERSHIP-1998
1428 CAPITAL AVENUE N.E., BATTLE CREEK (269)288-0155
WM LIMITED PARTNERSHIP-1998
929 W. COLUMBIA AVE., BATTLE CREEK (269)964-4912
WM LIMITED PARTNERSHIP-1998
614 SOUTH STATE ST, BIG RAPIDS (231)796-4629
WM LIMITED PARTNERSHIP-1998
1570 N MITCHELL, CADILLAC (231)775-5204
WM LIMITED PARTNERSHIP-1998
8258 BROADMOOR AVENUE SE, CALEDONIA (616)891-2823
WM LIMITED PARTNERSHIP-1998
14099 WHITE CREEK AVENUE, CEDAR SPRINGS (616)696-4757
WM LIMITED PARTNERSHIP-1998
4694 WEST RIVER ROAD, COMSTOCK PARK (616)785-3990
WM LIMITED PARTNERSHIP-1998
5960 ALPINE AVE NW, COMSTOCK PARK (616)647-2182
WM LIMITED PARTNERSHIP-1998
17010 HARPER AVE, DETROIT (313)343-9165
WM LIMITED PARTNERSHIP-1998
19100 KELLY ROAD, DETROIT (313)372-1152
WM LIMITED PARTNERSHIP-1998
18001 NINE MILE ROAD EAST, EASTPOINTE (586)779-0132
WM LIMITED PARTNERSHIP-1998
445 N BEACON BLVD, GRAND HAVEN (616)604-2059
WM LIMITED PARTNERSHIP-1998
1061 MICHIGAN ST. N.E., GRAND RAPIDS (616)454-0186
WM LIMITED PARTNERSHIP-1998
1975 E. BELT LINE AVE., GRAND RAPIDS (616)361-7251
WM LIMITED PARTNERSHIP-1998
2333 28TH S.E., GRAND RAPIDS (616)243-1089
WM LIMITED PARTNERSHIP-1998
3301 PLAINFIELD N.E., GRAND RAPIDS (616)361-1411
WM LIMITED PARTNERSHIP-1998
3921 28TH ST. S.E., GRAND RAPIDS (616)942-7131
WM LIMITED PARTNERSHIP-1998
480 68TH STREET, GRAND RAPIDS (616)281-3033
WM LIMITED PARTNERSHIP-1998
5070 NORTHLAND DRIVE NE, GRAND RAPIDS (616)988-5061
WM LIMITED PARTNERSHIP-1998
4435 CANAL AVE, GRANDVILLE 616)530-2499
WM LIMITED PARTNERSHIP-1998
18800 MACK AVENUE, GROSSE POINTE FARMS (313)640-1399
WM LIMITED PARTNERSHIP-1998
20979 HARPER AVENUE, HARPER WOODS (313)885-1610
WM LIMITED PARTNERSHIP-1998
1162 WASHINGTON AVE, HOLLAND (616)928-1258
WM LIMITED PARTNERSHIP-1998
250 N. RIVER AVENUE, HOLLAND (616)928-0071
WM LIMITED PARTNERSHIP-1998
3176 WESTSHORE DRIVE, HOLLAND (616)796-0209
WM LIMITED PARTNERSHIP-1998
816 E. 16TH STREET, HOLLAND (616)394-3048
WM LIMITED PARTNERSHIP-1998
4037 32ND AVE, HUDSONVILLE (616)379-3029
WM LIMITED PARTNERSHIP-1998
9556 US 31 SOUTH, INTERLOCHEN 231)774-2510
WM LIMITED PARTNERSHIP-1998
2215 PORT SHELDON STREET, JENISON (616)662-3394
WM LIMITED PARTNERSHIP-1998
3805 SPRINKLE ROAD, KALAMAZOO (269)373-4675
WM LIMITED PARTNERSHIP-1998
5128 SOUTH 9TH STREET, KALAMAZOO (269)353-3058
WM LIMITED PARTNERSHIP-1998
5455 WEST MAIN ST., KALAMAZOO (269)381-1280
WM LIMITED PARTNERSHIP-1998
5796 GULL ROAD, KALAMAZOO (269)382-4051
WM LIMITED PARTNERSHIP-1998
4343 PATTERSON AVE S.E., KENTWOOD (616)940-2272
WM LIMITED PARTNERSHIP-1998
6628 KALAMAZOO AVENUE S.E., KENTWOOD (616)698-0833
WM LIMITED PARTNERSHIP-1998
5189 W. U.S. 10, LUDINGTON (231)843-1413
WM LIMITED PARTNERSHIP-1998
1492 US 31, MANISTEE (231)723-2363
WM LIMITED PARTNERSHIP-1998
1756 N. GETTY ROAD, MUSKEGON (231)744-9380
WM LIMITED PARTNERSHIP-1998
1786 E. APPLE AVE, MUSKEGON (231)220-9068
WM LIMITED PARTNERSHIP-1998
1865 E. SHERMAN BLVD., MUSKEGON (231)830-9995
WM LIMITED PARTNERSHIP-1998
250 WEST PINE LAKE DRIVE, NEWAYGO (231)652-3391
WM LIMITED PARTNERSHIP-1998
801 WEST NORTON AVE, NORTON SHORES (231)220-9060
WM LIMITED PARTNERSHIP-1998
828 S KALAMAZOO, PAW PAW (269)657-4964
WM LIMITED PARTNERSHIP-1998
1185 M 89, PLAINWELL (269)685-1472
WM LIMITED PARTNERSHIP-1998
4301 W. CENTRE AVENUE, PORTAGE (269)492-0502
WM LIMITED PARTNERSHIP-1998
5830 WESTNEDGE AVE. SOUTH, PORTAGE (269)345-4794
WM LIMITED PARTNERSHIP-1998
1695 EAST GRAND RIVER AVENUE, PORTLAND (517)647-4273
WM LIMITED PARTNERSHIP-1998
72401 COUNTY ROAD 388, SOUTH HAVEN (269)639-1902
WM LIMITED PARTNERSHIP-1998
1686 S GARFIELD AVE, TRAVERSE CITY (231)642-4476
WM LIMITED PARTNERSHIP-1998
2315 ALPINE AVE NW, WALKER (616)363-0400
WM LIMITED PARTNERSHIP-1998
3922 LAKE MICHIGAN DRIVE NW, WALKER (616)735-0781
WM LIMITED PARTNERSHIP-1998
1600 28TH STREET SW, WYOMING (616)249-3133
WM LIMITED PARTNERSHIP-1998
165 54TH ST SW, WYOMING (616)202-1127
WM LIMITED PARTNERSHIP-1998
2351 GEZON PARKWAY SW, WYOMING (616)261-3442

MINNESOTA

AREAS AERO MSP JV, LLC
3191 CONCOURSE F, SAINT PAUL (612)564-1223
HAZA FOODS OF MINNESOTA LLC
480 BUNKER LAKE BLVD. NW, ANOKA (763)390-9244
HAZA FOODS OF MINNESOTA LLC
15100 CEDAR AVENUE, APPLE VALLEY (952)314-4152
HAZA FOODS OF MINNESOTA LLC
1440 109TH AVE. N.E., BLAINE (763)324-8268

HAZA FOODS OF MINNESOTA LLC
4460 PHEASANT RIDGE DRIVE, BLAINE (763)324-8271
HAZA FOODS OF MINNESOTA LLC
2001 AMERICAN BLVD. W., BLOOMINGTON (952)222-9564
HAZA FOODS OF MINNESOTA LLC
9624 LYNDALE. BLOOMINGTON (952)939-4081
HAZA FOODS OF MINNESOTA LLC
510 W. WASHINGTON, BRAINERD (218)203-2817
HAZA FOODS OF MINNESOTA LLC
5545 XERXES AVENUE N, BROOKLYN CENTER (763)324-8283
HAZA FOODS OF MINNESOTA LLC
7445 71ST AVE. N., BROOKLYN PARK (763)324-8313
HAZA FOODS OF MINNESOTA LLC
2101 W. COUNTY ROAD 42, BURNSVILLE (952)934-2008
HAZA FOODS OF MINNESOTA LLC
150 BALSAM ST. NORTH, CAMBRIDGE (763)301-8193
HAZA FOODS OF MINNESOTA LLC
7820 MARKET BLVD, CHANHASSEN (952)890-2036
HAZA FOODS OF MINNESOTA LLC
5050 CENTRAL AVENUE NE, COLUMBIA HEIGHTS (763)324-8286
HAZA FOODS OF MINNESOTA LLC
12999 ROUND LAKE BLVD., COON RAPIDS (763)233-3570
HAZA FOODS OF MINNESOTA LLC
8639 E. POINT DOUGLAS ROAD, COTTAGE GROVE (763)324-8254
HAZA FOODS OF MINNESOTA LLC
1720 MILLER TRUNK HWY, DULUTH (218)216-1085
HAZA FOODS OF MINNESOTA LLC
3655 PILOT KNOB RD, EAGAN (651)478-6473
HAZA FOODS OF MINNESOTA LLC
4615 NICHOLS ROAD, EAGAN (651)478-6338
HAZA FOODS OF MINNESOTA LLC
8395 FLYING CLOUD DRIVE, EDEN PRAIRIE (952)222-5638
HAZA FOODS OF MINNESOTA LLC
3301 HAZELTON RD, EDINA (952)222-5281
HAZA FOODS OF MINNESOTA LLC
22790 EVERTON AVENUE NORTH, FOREST LAKE (320)335-2767
HAZA FOODS OF MINNESOTA LLC
303 11TH AVENUE SOUTH, HOPKINS (952)996-0743
HAZA FOODS OF MINNESOTA LLC
17610 KENDRICK AVENUE, LAKEVILLE (952)925-3440
HAZA FOODS OF MINNESOTA LLC
13645 83RD WAY N, MAPLE GROVE (763)208-7716
HAZA FOODS OF MINNESOTA LLC
1975 EAST COUNTY ROAD D, MAPLEWOOD (612)255-3331
HAZA FOODS OF MINNESOTA LLC
1251 INDUSTRIAL BOULEVARD, MINNEAPOLIS (612)230-9917
HAZA FOODS OF MINNESOTA LLC
2931 26TH AVE. SOUTH, MINNEAPOLIS (612)450-7728
HAZA FOODS OF MINNESOTA LLC
325 FRANKLIN AVE EAST, MINNEAPOLIS (612)254-8428
HAZA FOODS OF MINNESOTA LLC
421 W. BROADWAY AVE., MINNEAPOLIS (612)230-9869
HAZA FOODS OF MINNESOTA LLC
8780 UNIVERSITY AVE NW, MINNEAPOLIS (612)254-8832
HAZA FOODS OF MINNESOTA LLC
12950 WAYZATA BLVD., MINNETONKA (952)922-7007
HAZA FOODS OF MINNESOTA LLC
4872 COUNTY ROAD 77, NISSWA (218)656-0818
HAZA FOODS OF MINNESOTA LLC
14560 NO 60TH STREET, OAK PARK HEIGHTS (651)300-2659
HAZA FOODS OF MINNESOTA LLC
14370 28TH PLACE N., PLYMOUTH (763)324-8272
HAZA FOODS OF MINNESOTA LLC
9850 ROCKFORD ROAD, PLYMOUTH (763)324-8265
HAZA FOODS OF MINNESOTA LLC
6500 LYNDALE AVE. S., RICHFIELD (612)249-6438
HAZA FOODS OF MINNESOTA LLC
21601 S. DIAMOND LAKE ROAD, ROGERS (763)324-8273
HAZA FOODS OF MINNESOTA LLC
15020 CLARET AVE., ROSEMOUNT (651)760-4757
HAZA FOODS OF MINNESOTA LLC
1899 W. PERIMETER DR., ROSEVILLE (651)478-6460
HAZA FOODS OF MINNESOTA LLC
10 HIGHWAY 10 N, SAINT CLOUD (320)281-7413
HAZA FOODS OF MINNESOTA LLC
1770 UNIVERSITY AVE W., SAINT PAUL (651)699-8526
HAZA FOODS OF MINNESOTA LLC
1825 SUBURBAN AVENUE, SAINT PAUL (651)478-6462
HAZA FOODS OF MINNESOTA LLC
255 E. MARYLAND AVE., SAINT PAUL (612)963-8797
HAZA FOODS OF MINNESOTA LLC
612 W. UNIVERSITY AVE., SAINT PAUL (651)702-7699
HAZA FOODS OF MINNESOTA LLC
7611 EGAN DRIVE, SAVAGE (952)222-4334
HAZA FOODS OF MINNESOTA LLC
8011 OLD CARRIAGE CT., SHAKOPEE (952)406-8252
HAZA FOODS OF MINNESOTA LLC
1051 RED FOX ROAD, SHOREVIEW (651)478-6337
HAZA FOODS OF MINNESOTA LLC
395 SECOND STREET SOUTH, WAITE PARK (320)266-1229
HAZA FOODS OF MINNESOTA LLC
8376 TAMARACK VILLAGE, WOODBURY (651)762-7507
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
1545 MADISON AVENUE, MANKATO (507)625-1888
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
2290 46TH STREET NW, OWATONNA 507)451-7403
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
2986 HIGHWAY 63 S, ROCHESTER (507)282-3821
PARCO, LTD., JEFFREY P. RUPPEL, TAMARA L. RYAN
5330 HIGHWAY 52 N, ROCHESTER (507)252-0453
WT SIOUX, LLC
2751 E. MAIN STREET, ALBERT LEA (507)377-2704

MISSISSIPPI

PERIMETER FOODS, INC., JAN COLLINS
2178 HIGHWAY 18, BRANDON (601)825-1488
PERIMETER FOODS, INC., JAN COLLINS
607 W GOVERNMENT ST, BRANDON (601)825-2322
PERIMETER FOODS, INC., JAN COLLINS
1307 EAST PEACE STREET, CANTON (601)859-4484
PERIMETER FOODS, INC., JAN COLLINS
1434 HIGHWAY 22 W, CANTON (601)859-7764
PERIMETER FOODS, INC., JAN COLLINS
909 HIGHWAY 16 WEST, CARTHAGE (601)298-0160
PERIMETER FOODS, INC., JAN COLLINS
465 HIGHWAY 12 EAST, KOSCIUSKO (662)290-0545
PERIMETER FOODS, INC., JAN COLLINS
101 COLONY CROSSING, MADISON (601)898-4502
PERIMETER FOODS, INC., JAN COLLINS
1021 HWY 51, MADISON (601)853-4717
PERIMETER FOODS, INC., JAN COLLINS
1640 SIMPSON HIGHWAY 49, MAGEE (601)849-2009
PERIMETER FOODS, INC., JAN COLLINS
902 HWY. 49, RICHLAND (601)936-6970
WEN TENNESSEE, LLC
1502 SUNSET DRIVE, GRENADA (662)226-2883
WEN TENNESSEE, LLC
718 GOODMAN RD WEST, HORN LAKE (662)349-3489
WEN TENNESSEE, LLC
1904 JACKSON AVE W, OXFORD (662)234-9207
WEN TENNESSEE, LLC
703 SISK AVENUE, OXFORD (662)236-4745
WEN TENNESSEE, LLC
511 E MAIN STREET, SENATOBIA (662)562-9969
WEN TENNESSEE, LLC
415 GOODMAN ROAD, SOUTHAVEN (662)536-0023
WEN TENNESSEE, LLC
880 STATELINE ROAD, SOUTHAVEN (662)393-9448
WENDELTA, INC.
810 HIGHWAY 25 S, ABERDEEN (662)369-7437
WENDELTA, INC.
900 U S HWY 278 EAST, AMORY (662)256-5951
WENDELTA, INC.
651 HIGHWAY 6 EAST, BATESVILLE (662)563-3119
WENDELTA, INC.
1001 HWY 90, BAY SAINT LOUIS (228)463-0906
WENDELTA, INC.
2640 WEST BEACH BLVD., BILOXI (228)388-1997
WENDELTA, INC.
906 NORTH 2ND STREET, BOONEVILLE (662)728-8333
WENDELTA, INC.
935 BROOKWAY BLVD, BROOKHAVEN (601)833-3101
WENDELTA, INC.
5581 I-55 SOUTH, BYRAM (601)372-1300
WENDELTA, INC.
623 S. STATE STREET, CLARKSDALE (662)624-4076
WENDELTA, INC.
801 N. DAVIS AVENUE, CLEVELAND (662)846-6090
WENDELTA, INC.
310 HWY 80 EAST, CLINTON (601)924-6838
WENDELTA, INC.
515 HWY 98 BYPASS, COLUMBIA (601)736-9555
WENDELTA, INC.
101 ALABAMA STREET, COLUMBUS (662)244-8725
WENDELTA, INC.
1903 HIGHWAY 45 N, COLUMBUS (662)328-2584

WENDELTA, INC.
801 HIGHWAY 72 EAST, CORINTH (662)284-0812
WENDELTA, INC.
3681 SANGANI BLVD, DIBERVILLE (228)354-8042
WENDELTA, INC.
105 PLAZA DRIVE EXT., FLOWOOD (601)992-8555
WENDELTA, INC.
3508 LAKELAND DRIVE, FLOWOOD (601)936-9037
WENDELTA, INC.
1302 HWY 35 S., FOREST (601)469-5456
WENDELTA, INC.
415 INTERCHANGE DRIVE, FULTON (662)862-3393
WENDELTA, INC.
2605 HIGHWAY 90, GAUTIER (228)497-6618
WENDELTA, INC.
1704 HIGHWAY 82 E, GREENVILLE (662)332-1001
WENDELTA, INC.
1835 HIGHWAY 1 S, GREENVILLE (662)332-3131
WENDELTA, INC.
816 W PARK, GREENWOOD (662)455-3321
WENDELTA, INC.
12102 HWY 49 N, GULFPORT (228)328-0158
WENDELTA, INC.
22 PASS RD., GULFPORT (228)864-6122
WENDELTA, INC.
9373 CANAL ROAD, GULFPORT (228)863-0151
WENDELTA, INC.
9455 HIGHWAY 49, GULFPORT (228)868-1400
WENDELTA, INC.
112 WESTOVER DRIVE, HATTIESBURG (601)264-8339
WENDELTA, INC.
1701 HARDY STREET, HATTIESBURG (601)582-1121
WENDELTA, INC.
2001 EDDY STREET, HATTIESBURG (601)271-7705
WENDELTA, INC.
6 LAKE FORGETFUL DRIVE, HATTIESBURG (601)261-3265
WENDELTA, INC.
6738 HIGHWAY 49, HATTIESBURG (601)261-3993
WENDELTA, INC.
155 MARKET PLACE, HAZLEHURST (601)894-1800
WENDELTA, INC.
593 E COMMERCE ST, HERNANDO (662)429-0630
WENDELTA, INC.
1585 MARY VANCE LOOP, HOLLY SPRINGS (662)551-4149
WENDELTA, INC.
1104 HIGHWAY 82 EAST, INDIANOLA (662)887-3979
WENDELTA, INC.
1240 HIGH STREET, JACKSON (601)961-1713
WENDELTA, INC.
1510 ELLIS AVENUE, JACKSON (601)949-5529
WENDELTA, INC.
235 W. NORTHSIDE DR, JACKSON (601)981-3449
WENDELTA, INC.
4750 HIGHWAY 18, JACKSON (601)922-8160
WENDELTA, INC.
4920 I-55 NORTH, JACKSON (601)981-4694
WENDELTA, INC.
1955 HIGHWAY 15, LAUREL (601)649-4934
WENDELTA, INC.
325 HIGHWAY 15 SOUTH, LOUISVILLE (662)773-6096
WENDELTA, INC.
1251 GLUCKSTADT RD, MADISON (601)431-0167
WENDELTA, INC.
108 NORTH CROSSING DRIVE, MCCOMB (601)730-0275
WENDELTA, INC.
1620 DELAWARE AVENUE, MCCOMB (601)684-6787
WENDELTA, INC.
2705 N. HILLS STREET, MERIDIAN (601)693-4638
WENDELTA, INC.
3105 8TH ST., MERIDIAN (601)693-5530
WENDELTA, INC.
642 22ND AVENUE SOUTH, MERIDIAN (601)485-6599
WENDELTA, INC.
6533 HWY. 63, MOSS POINT (228)474-1645
WENDELTA, INC.
288 SGT. PRENTISS DRIVE, NATCHEZ (601)897-0333
WENDELTA, INC.
704 COULTER DRIVE, NEW ALBANY (662)534-9948
WENDELTA, INC.
7521 WASHINGTON STREET, OCEAN SPRINGS (228)872-6449
WENDELTA, INC.
7059 HACKS CROSS ROAD, OLIVE BRANCH (662)890-8957
WENDELTA, INC.
7985 CRAFT - GOODMAN RD, OLIVE BRANCH (662)893-4060
WENDELTA, INC.
3421 DENNY AVENUE, PASCAGOULA (228)769-1495
WENDELTA, INC.
310 S. PEARSON ROAD, PEARL (601)420-5963
WENDELTA, INC.
518 HIGHWAY 42, PETAL (601)584-6737
WENDELTA, INC.
398 WEST MAIN STREET, PHILADELPHIA (601)656-5040
WENDELTA, INC.
199 MEMORIAL BLVD., PICAYUNE (601)798-5590
WENDELTA, INC.
163 HWY 15 NORTH, PONTOTOC (662)489-9265
WENDELTA, INC.
675 HIGHLAND COLONY PARKWAY, RIDGELAND (601)473-3007
WENDELTA, INC.
7001 OLD CANTON ROAD, RIDGELAND (601)853-0440
WENDELTA, INC.
826 E. COUNTY LINE ROAD, RIDGELAND (601)978-3947
WENDELTA, INC.
12832 US HIGHWAY 61 N., ROBINSONVILLE (662)363-7663
WENDELTA, INC.
465 CHURCH ROAD W., SOUTHAVEN (662)996-7058
WENDELTA, INC.
100 HIGHWAY 12 E, STARKVILLE (662)324-2929
WENDELTA, INC.
2435 WEST MAIN STREET, TUPELO (662)844-1171
WENDELTA, INC.
3324 N GLOSTER STREET, TUPELO (662)620-6492
WENDELTA, INC.
368 S GLOSTER, TUPELO (662)842-0434
WENDELTA, INC.
10 ORME DRIVE, VICKSBURG (601)636-0630
WENDELTA, INC.
4207 CLAY STREET, VICKSBURG (601)631-2732
WENDELTA, INC.
1300 AZALEA DRIVE, WAYNESBORO (601)671-3784
WENDELTA, INC.
7114 HWY 45 ALT N., WEST POINT (662)494-9658
WENDELTA, INC.
1051 E FRONTAGE RD, WIGGINS (601)928-2102
WENDELTA, INC.
232 JERRY CLOWER BLVD, YAZOO CITY (662)746-2242

MISSOURI

BB ST. LOUIS, LLC
989 JEFFCO BOULEVARD, ARNOLD (636)287-6138
BB ST. LOUIS, LLC
14799 MANCHESTER RD., BALLWIN (636)686-7341
BB ST. LOUIS, LLC
11961 PAUL MAYER, BRIDGETON (314)739-4134
BB ST. LOUIS, LLC
13945 MISSOURI BOTTOM ROAD, BRIDGETON (314)252-0730
BB ST. LOUIS, LLC
17451 CHESTERFIELD AIRPORT ROAD, CHESTERFIELD (636)536-9952
BB ST. LOUIS, LLC
8250 N. LINDBERGH, FLORISSANT (314)838-9225
BB ST. LOUIS, LLC
2709 RIDGE POINT DR, HIGH RIDGE (636)376-0029
BB ST. LOUIS, LLC
905 ROBERT RAYMOND DRIVE, LAKE SAINT LOUIS (636)561-2298
BB ST. LOUIS, LLC
1390 MEXICO LOOP RD E, OFALLON (636)281-0423
BB ST. LOUIS, LLC
4210 HIGHWAY K, OFALLON (636)329-8506
BB ST. LOUIS, LLC
9701 VETERANS MEMORIAL PARKWAY, OFALLON (636)272-5230
BB ST. LOUIS, LLC
9604 MANCHESTER ROAD, ROCK HILL (314)968-4534
BB ST. LOUIS, LLC
2760 MUEGGE ROAD, SAINT CHARLES (636)447-5946
BB ST. LOUIS, LLC
10710 PAGE AVE, SAINT LOUIS (314)423-9605
BB ST. LOUIS, LLC
2130 HAMPTON AVENUE, SAINT LOUIS (314)781-4569
BB ST. LOUIS, LLC
3465 UNION BLVD, SAINT LOUIS (314)382-2759
BB ST. LOUIS, LLC
3801 GRAVOIS RD., SAINT LOUIS (314)772-6923
BB ST. LOUIS, LLC
6925 S. LINDBERGH BLVD., SAINT LOUIS (314)892-1239
BB ST. LOUIS, LLC
8009 WEST FLORISSANT AVE, SAINT LOUIS (314)383-0574

EXHIBIT R-1 Operating Outlets By State

BB ST. LOUIS, LLC
8905 PAGE AVE, SAINT LOUIS (314)423-2685
BB ST. LOUIS, LLC
1676 JUNGERMANN RD, SAINT PETERS (636)447-2078
BB ST. LOUIS, LLC
275 MID RIVERS MALL DR, SAINT PETERS (636)279-3071
BB ST. LOUIS, LLC
902 HIGHWAY 47 NORTH, WARRENTON (636)456-0476
BB ST. LOUIS, LLC
1233 WEST PEARCE BLVD, WENTZVILLE (636)327-7041
COTTI FOODS MIDWEST, INC.
2342 GRAND AVENUE, CARTHAGE (417)358-1414
COTTI FOODS MIDWEST, INC.
1625 S. RANGE LINE RD., JOPLIN (417)625-1440
COTTI FOODS MIDWEST, INC.
701 MAIDEN LANE, JOPLIN (417)782-1010
COTTI FOODS MIDWEST, INC.
715 S. NEOSHO BLVD., NEOSHO (417)451-1907
COTTI FOODS MIDWEST, INC.
1229 MADISON AVENUE, WEBB CITY (417)673-1100
FOUR CORNER HAMBURGERS, LLC
1411 S. BELT HIGHWAY, ST. JOSEPH (816)232-6534
FOUR CORNER HAMBURGERS, LLC
1601 N. BELT, ST. JOSEPH (816)232-9555
FOUR CORNER HAMBURGERS, LLC
4300 N BELT HWY, ST. JOSEPH (816)396-9142
LEGACY RESTAURANT GROUP, LLC
310 NW STATE ROUTE 7, BLUE SPRINGS (816)229-7962
LEGACY RESTAURANT GROUP, LLC
11910 BLUE RIDGE, GRANDVIEW (816)761-4248
LEGACY RESTAURANT GROUP, LLC
2528 S 291 HWY, INDEPENDENCE (816)252-9923
LEGACY RESTAURANT GROUP, LLC
4105 S LITTLE BLUE PKWY, INDEPENDENCE (816)877-9940
LEGACY RESTAURANT GROUP, LLC
4301 S. NOLAND RD., INDEPENDENCE (816)373-5785
LEGACY RESTAURANT GROUP, LLC
9022 EAST 40 HIGHWAY, INDEPENDENCE (816)923-1966
LEGACY RESTAURANT GROUP, LLC
925 WEST HIGHWAY 24, INDEPENDENCE (816)252-5330
LEGACY RESTAURANT GROUP, LLC
1204 MEYER BLVD, KANSAS CITY (816)361-0377
LEGACY RESTAURANT GROUP, LLC
13601 MADISON AVE, KANSAS CITY (816)943-1634
LEGACY RESTAURANT GROUP, LLC
3118 MAIN ST., KANSAS CITY (816)931-0186
LEGACY RESTAURANT GROUP, LLC
3803 EAST TRUMAN ROAD, KANSAS CITY (816)231-7153
LEGACY RESTAURANT GROUP, LLC
4931 NORTH OAK TRAFFICWAY, KANSAS CITY (816)413-0766
LEGACY RESTAURANT GROUP, LLC
5363 E. BANNISTER ROAD, KANSAS CITY (816)763-3161
LEGACY RESTAURANT GROUP, LLC
6301 N. CHATHAM AVE, KANSAS CITY (816)897-4799
LEGACY RESTAURANT GROUP, LLC
6303 NE ANTIOCH RD, KANSAS CITY (816)454-5564
LEGACY RESTAURANT GROUP, LLC
6420 NW BARRY ROAD, KANSAS CITY (816)746-1677
LEGACY RESTAURANT GROUP, LLC
7933 STATE LINE ROAD, KANSAS CITY (816)444-0025
LEGACY RESTAURANT GROUP, LLC
9301 NORTH OAK TRAFFICWAY, KANSAS CITY (816)420-8200
LEGACY RESTAURANT GROUP, LLC
903 W. CHIPMAN RD., LEES SUMMIT (816)525-3796
LEGACY RESTAURANT GROUP, LLC
2011 W FOXWOOD DRIVE, RAYMORE (816)322-6103
LEGACY RESTAURANT GROUP, LLC
9708 E 63RD ST., RAYTOWN (816)353-4112
NAM-HO DEVELOPMENT, L.L.C.
1522 BOB GRIFFIN ROAD, CAMERON (816)632-6199
PATTMAN, LLC
35 S. KINGS HGWY., CAPE GIRARDEAU (573)334-0191
PILOT TRAVEL CENTERS LLC
1701 W ASHLEY RD, BOONVILLE (660)882-8675
PILOT TRAVEL CENTERS LLC
4500 HIGHWAY 43, JOPLIN (417)781-0164
PILOT TRAVEL CENTERS LLC
4939 WEST CHESTNUT EXPRESSWAY, SPRINGFIELD (417)864-4149
STARBOARD WITH CHEESE, LLC
314 HWY 61 SOUTH, HANNIBAL (573)719-1554
STARBOARD WITH CHEESE, LLC
807 MARION CITY ROAD, PALMYRA (573)719-1606
TA OPERATING LLC
301 S.W. FIRST STREET, OAK GROVE (816)625-5164
WEN TENNESSEE, LLC
1456 FIRST STREET, KENNETT (573)412-3305
WEN TENNESSEE, LLC
1200 N. WESTWOOD, POPLAR BLUFF (573)778-0028
WEN TENNESSEE, LLC
1701 E. MALONE, SIKESTON (573)472-3341
WENBULL, INC., DAVID WARREN HALE, WILLIAM D. HALE
1467 GIBSON STREET, WEST PLAINS (417)256-0613
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
2480 SPRINGFIELD AVENUE, BOLIVAR (417)777-5541
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1124 BRANSON HILLS PARKWAY, BRANSON (417)239-0835
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
3504 W. HIGHWAY 76, BRANSON (417)334-1941
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
510 W MAIN ST, BRANSON (417)334-1414
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1701 E OHIO AVE, CLINTON (660)885-2100
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
2116 BERNADETTE DR, COLUMBIA (573)445-7701
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
3110 CLARK LANE, COLUMBIA (573)474-2080
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
403 EAST NIFONG BOULEVARD, COLUMBIA (573)442-9404
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1841 NORTH BLUFF STREET, FULTON (573)592-7714
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1800 N STATE ROUTE 291, HARRISONVILLE (816)884-3700
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
2108 MISSOURI BLVD., JEFFERSON CITY (573)636-7273
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
3536 COUNTRY CLUB DR, JEFFERSON CITY (573)893-7033
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
4201 NORTH CORRINGTON AVENUE, KANSAS CITY (816)455-2849
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
9800 NORTHWEST PRARIE VIEW ROAD, KANSAS CITY (816)880-9480
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
860 S. JEFFERSON, LEBANON (417)588-2992
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
3 VICTORY DRIVE, LIBERTY (816)781-9239
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
450 W. ALDERSGATE, NIXA (417)725-8105
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1208 ARMOUR RD., NORTH KANSAS CITY (816)221-4670
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
3562 HIGHWAY 54, OSAGE BEACH (573)365-4318
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1931 W. MARLER LANE, OZARK (417)581-6824
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1400 PLATTE FALLS ROAD, PLATTE CITY (816)858-0115
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1329 US 60 EAST, REPUBLIC (417)732-2369
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1007 KINGS HIGHWAY, ROLLA (573)364-5500
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
209 ST. ROBERT BLVD, SAINT ROBERT (573)336-3233
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1301 S. LIMIT AVE., SEDALIA (660)827-2220
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1272 E. BATTLEFIELD, SPRINGFIELD (417)887-6000
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1312 W. KEARNEY ST., SPRINGFIELD (417)866-2000
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
1723 W. REPUBLIC ROAD, SPRINGFIELD (417)877-1507
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
2125 E INDEPENDENCE, SPRINGFIELD (417)881-2550
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
225 W SUNSHINE, SPRINGFIELD (417)866-4000
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
3334 E. SUNSHINE ST., SPRINGFIELD (417)889-9946
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
3339 W.KEARNEY, SPRINGFIELD (417)863-2155
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
3558 S. CAMPBELL, SPRINGFIELD (417)882-0701
WENDY'S OF MISSOURI, INC., MICHAEL K. HAMRA
410 N. MAGUIRE ST., WARRENSBURG (660)429-1500
WENDYS OF MISSOURI, INC.
519 S SCOTT BLVD, COLUMBIA (573)415-9290
WENDYS OF MISSOURI, INC.
2221 N. BALTIMORE STREET, KIRKSVILLE (660)956-4023
WENDYS OF MISSOURI, INC.
1235 SPUR DR, MARSHFIELD (417)943-4684
WENDYS OF MISSOURI, INC., MICHAEL K. HAMRA
535 EAST HIGHWAY 24, MOBERLY (660)833-4455

EXHIBIT R-1 Operating Outlets By State

MONTANA

WENDAUREL, LLC, PETER B. NISBET
309 S 1ST AVE, LAUREL (406)812-1010
WENDBILL LLC, LEWIS E. TOPPER, PETER B. NISBET
4610 KING AVE E, BILLINGS (406)281-8179
WENTANA EAST, LLC, PETER B. NISBET
210 S. HAYNES AVE, MILES CITY (406)232-7231
WENTANA, LLC, PETER B. NISBET
101 DONJO AVENUE, BELGRADE (406)924-2164
WENTANA, LLC, PETER B. NISBET
1025 GRAND AVE, BILLINGS (406)245-6300
WENTANA, LLC, PETER B. NISBET
1226 EAST MAIN, BILLINGS (406)245-6500
WENTANA, LLC, PETER B. NISBET
2311 CENTRAL AVENUE, BILLINGS (406)652-2111
WENTANA, LLC, PETER B. NISBET
4077 GRAND AVENUE, BILLINGS (406)651-0159
WENTANA, LLC, PETER B. NISBET
1015 W. MAIN, BOZEMAN (406)587-8810
WENTANA, LLC, PETER B. NISBET
1805 TSCHACHE ST, BOZEMAN (406)551-2039
WENTANA, LLC, PETER B. NISBET
3221 HARRISON AVENUE, BUTTE (406)494-6031
WENTANA, LLC, PETER B. NISBET
806 10TH AVE. SOUTH, GREAT FALLS (406)761-2365
WENTANA, LLC, PETER B. NISBET
1900 PROSPECT AVE., HELENA (406)443-0040
WENTANA, LLC, PETER B. NISBET
2615 HIGHWAY #2 EAST, KALISPELL (406)756-3234
WENTANA, LLC, PETER B. NISBET
520 E. IDAHO ST., KALISPELL (406)257-5839
WENTANA, LLC, PETER B. NISBET
2720 N. RESERVE, MISSOULA (406)721-8988
WENTANA, LLC, PETER B. NISBET
3011 BROOKS AVENUE, MISSOULA (406)728-1393

NEBRASKA

BIG RED WEN, L.L.C., CARL BRYANT
8601 ANDERMATT DRIVE, LINCOLN (402)486-1818
OMEGA FOODS, INC., SCOTT M. KING
610 GALVIN ROAD, BELLEVUE (402)291-7157
OMEGA FOODS, INC., SCOTT M. KING
8120 S. 84TH AVE., LA VISTA (402)331-7627
OMEGA FOODS, INC., SCOTT M. KING
12730 L STREET, OMAHA (402)697-1133
OMEGA FOODS, INC., SCOTT M. KING
13430 WEST MAPLE, OMAHA (402)498-8998
OMEGA FOODS, INC., SCOTT M. KING
4161 S. 84TH ST., OMAHA (402)339-7717
OMEGA FOODS, INC., SCOTT M. KING
4308 WEST DODGE, OMAHA (402)558-1111
OMEGA FOODS, INC., SCOTT M. KING
711 S 72ND ST, OMAHA (402)392-0930
SONSHINE INVESTMENTS, INC., LONNIE BERGER, TERESA BERGER
4011 S LINCOLN AVE, YORK (402)362-3262
WENGRAND LLC, PETER B. NISBET
1806 S. LOCUST ST., GRAND ISLAND (308)384-7400
WENGRAND LLC, PETER B. NISBET
3503 W. STATE ST., GRAND ISLAND (308)382-1237
WENGRAND LLC, PETER B. NISBET
418 S. BURLINGTON ST., HASTINGS (402)462-4464
WENGRAND LLC, PETER B. NISBET
4001 2ND AVE, KEARNEY (308)237-4463
WENGRAND LLC, PETER B. NISBET
823 S. 2ND AVE., KEARNEY (308)236-6628
WENGRAND LLC, PETER B. NISBET
1202 S. JEFFERS ST., NORTH PLATTE (308)534-5543
WENGRAND LLC, PETER B. NISBET
103 PONY EXPRESS LN, OGALLALA (308)284-2980
WENPLATTE LLC, PETER B. NISBET
3018 23RD ST, COLUMBUS (402)564-2333
WENPLATTE LLC, PETER B. NISBET
2230 N. BELL ST., FREMONT (402)727-4490
WENPLATTE LLC, PETER B. NISBET
1336 Q STREET, LINCOLN (402)474-2322
WENPLATTE LLC, PETER B. NISBET
1721 N. 84TH STREET, LINCOLN (402)488-2330
WENPLATTE LLC, PETER B. NISBET
2615 SOUTH 48TH STREET, LINCOLN (402)483-1700
WENPLATTE LLC, PETER B. NISBET
6835 N. 27TH ST., LINCOLN (402)435-2260
WENPLATTE LLC, PETER B. NISBET
6841 S. 27TH ST, LINCOLN (531)500-5873
WENPLATTE LLC, PETER B. NISBET
226 WESTVIEW PLZ, MCCOOK (308)345-7618
WENPLATTE LLC, PETER B. NISBET
1030 S. 13TH STREET, NORFOLK (402)371-5100
WENZAK CENTRAL IOWA, INC., LYNN ZAK, MICHAEL ZAK
14371 CORNHUSKER RD, OMAHA (531)213-2726
WT SIOUX, LLC
1702 CORNHUSKER DRIVE, SOUTH SIOUX CITY (402)412-2476

NEVADA

333 MESQUITE BURGER, LLC, ANDREW D. GELLER, PRAKASH GUPTA
1057 S. LOWER FLAT TOP DRIVE #C, MESQUITE (702)613-5933
ANB CONCESSIONS, LLC
5757 WAYNE NEWTON BLVD, LAS VEGAS (702)261-4409
ANB CONCESSIONS, LLC
5757 WAYNE NEWTON BOULEVARD, LAS VEGAS (702)425-3080
D & J FAST FOOD, LLC, DELFIDIO AGUILAR, JULIAN AGUILAR
1000 NORTH HILLS BLVD., RENO (775)972-4511
D & J FAST FOOD, LLC, DELFIDIO AGUILAR, JULIAN AGUILAR
2889 NORTHTOWNE LANE, RENO (775)358-0668
D & J FAST FOOD, LLC, DELFIDIO AGUILAR, JULIAN AGUILAR
805 KIETZKE LANE, RENO (775)322-2247
D & J FAST FOOD, LLC, DELFIDIO AGUILAR, JULIAN AGUILAR
875 W. FIFTH STREET, RENO (775)323-0802
D & J FAST FOOD, LLC, DELFIDIO AGUILAR, JULIAN AGUILAR
9790 SOUTH VIRGINIA STREET, RENO (775)852-5734
D & J FAST FOOD, LLC, DELFIDIO AGUILAR, JULIAN AGUILAR
130 SALOMON CIRCLE, SPARKS (775)384-6568
D & J FAST FOOD, LLC, DELFIDIO AGUILAR, JULIAN AGUILAR
440 N MCCARRAN BLVD, SPARKS (775)359-9549
GBK FOODS, LLC
1980 EAST IDAHO ST, ELKO (775)738-4191
GBK FOODS, LLC
2450 MOUNTAIN CITY HWY, ELKO (775)777-1685
PILOT TRAVEL CENTERS LLC
465 PILOT ROAD, FERNLEY (775)575-6298
WENDPAC NEVADA LLC
2555 NORTH CARSON STREET, CARSON CITY (775)883-4762
WENDPAC NEVADA LLC
4140 S. CARSON ST, CARSON CITY (775)883-4755
WENDPAC NEVADA LLC
3200 SOUTH VIRGINIA, RENO (775)825-6300
WENDPAC NEVADA LLC
4997 LONGLEY LANE, RENO (775)826-1006
WENEVADA LLC
11011 SOUTH EASTERN, HENDERSON (702)990-8620
WENEVADA LLC
1131 W. SUNSET, HENDERSON (702)451-7499
WENEVADA LLC
400 S BOULDER HWY, HENDERSON (702)564-7533
WENEVADA LLC
4450 E. SUNSET RD, HENDERSON (702)458-0093
WENEVADA LLC
500 NORTH GREEN VALLEY PARKWAY, HENDERSON (702)263-7480
WENEVADA LLC
603 WEST LAKE MEAD DRIVE, HENDERSON (702)558-7364
WENEVADA LLC
76 N. STEPHANIE STREET, HENDERSON (702)566-1280
WENEVADA LLC
10465 SPENCER ST, LAS VEGAS (702)476-2608
WENEVADA LLC
1151 S. RAINBOW, LAS VEGAS (702)363-9311
WENEVADA LLC
1725 W. CHARLESTON BLVD., LAS VEGAS (702)382-2995
WENEVADA LLC
2601 S EASTERN AVE, LAS VEGAS (702)457-3920
WENEVADA LLC
3251 LAS VEGAS BLVD. N., LAS VEGAS (702)644-3510
WENEVADA LLC
3333 W. TROPICANA AVE, LAS VEGAS (702)795-7791
WENEVADA LLC
3995 SOUTH DURANGO DRIVE, LAS VEGAS (702)838-9158
WENEVADA LLC
4400 W. SAHARA, LAS VEGAS (702)873-8795
WENEVADA LLC
4455 BLUE DIAMOND ROAD, LAS VEGAS (0)-
WENEVADA LLC
4560 N. RANCHO RD., LAS VEGAS (702)658-5153
WENEVADA LLC
4760 E. FLAMINGO BLVD., LAS VEGAS (702)458-4472

EXHIBIT R-1 Operating Outlets By State

WENEVADA LLC
6198 W. FLAMINGO ROAD, LAS VEGAS (702)362-0111
WENEVADA LLC
6732 W. CHEYENNE, LAS VEGAS (702)658-0900
WENEVADA LLC
7150 W. LAKE MEAD BLVD, LAS VEGAS (702)363-1895
WENEVADA LLC
7355 SOUTH EASTERN AVENUE, LAS VEGAS (702)263-2666
WENEVADA LLC
7390 LAS VEGAS BLVD S., LAS VEGAS (702)992-3617
WENEVADA LLC
7395 SOUTH RAINBOW ROAD, LAS VEGAS (702)331-2299
WENEVADA LLC
8160 W. SAHARA RD., LAS VEGAS (702)254-7717
WENEVADA LLC
844 RANCHO RD, LAS VEGAS (702)648-8853
WENEVADA LLC
8900 WEST CHARLESTON BLVD., LAS VEGAS (702)947-0158
WENEVADA LLC
9385 SOUTH EASTERN, LAS VEGAS (702)260-0448
WENEVADA LLC
990 N NELLIS BLVD., LAS VEGAS (702)452-9990
WENEVADA LLC
1301 WEST CRAIG ROAD, NORTH LAS VEGAS (702)399-2351

NEW HAMPSHIRE

TWIN COAST ENTERPRISES, INC.
206 QUALITY DR, HOOKSETT (603)668-5362
TWIN COAST ENTERPRISES, INC.
95 CALEF HIGHWAY, LEE (603)868-1502
TWIN COAST ENTERPRISES, INC.
316 N BROADWAY, SALEM (603)898-1996
WENDCO OF CONCORD, LLC, LAWRENCE M. WILEY
2 MERCHANTS WAY, CONCORD (603)753-9006
WENDCO OF EPSOM, INC., LAWRENCE M. WILEY
1924 DOVER ROAD, EPSOM (603)736-3324
WENDCO OF EPSOM, INC., LAWRENCE M. WILEY
1428 LAKE SHORE RD, GILFORD (603)528-9666
WENDCO OF EPSOM, INC., LAWRENCE M. WILEY
198 WAKEFIELD ST, ROCHESTER (603)332-5975
WENDCO OF EPSOM, INC., LAWRENCE M. WILEY
156 LACONIA RD, TILTON (603)286-9644
WENDCO OF MILFORD, INC., LAWRENCE M. WILEY
153 ELM ST, MILFORD (603)672-1600
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
106 LOUDON ROAD, CONCORD (603)224-1951
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
909 CENTRAL AVE., DOVER (603)742-9967
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
329 WINCHESTER ST., KEENE (603)355-8405
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
36 NASHUA RD, LONDONDERRY (603)432-3920
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
675 SOUTH WILLOW ST., MANCHESTER (603)626-7075
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
722 SECOND ST, MANCHESTER (603)626-7081
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
14 GUSABEL AVE, NASHUA (603)577-8719
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
46 E. HOLLIS STREET, NASHUA (603)594-8838
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
631 AMHERST ST, NASHUA (603)577-8706
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
258 PLAINFIELD RD, WEST LEBANON (603)298-7814
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
115 CALEF ROAD, EPPING (603)679-2326
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
860 CANDIA ROAD, MANCHESTER (603)222-9074
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
1465 WOODBURY AVE, PORTSMOUTH (603)430-7835
WENDYS OF NEW ENGLAND, LLC, MICHAEL K. HAMRA
570 LAFAYETTE RD UNIT, SEABROOK (603)474-0402

NEW JERSEY

AKBAR H. ASSOCIATES INC.
3 BREWSTER RD, NEWARK (862)220-4906
ATKING LLC, ALBERT KING
187 MARKET STREET, NEWARK (973)317-0629
BRIAD WENATE LLC, BRADFORD L. HONIGFELD
181 LEFANTE WAY, BAYONNE (201)339-8470
BRIAD WENATE LLC, BRADFORD L. HONIGFELD
2-30 GARFIELD AVENUE, JERSEY CITY (201)433-3950
BRIAD WENATE LLC, BRADFORD L. HONIGFELD
401 ROUTE 440, JERSEY CITY (201)333-4564
BRIAD WENATE LLC, BRADFORD L. HONIGFELD
388 HIGHWAY 35, KEYPORT (732)566-3628
BRIAD WENATE LLC, BRADFORD L. HONIGFELD
600 SHREWSBURY AVE, TINTON FALLS (732)747-8073
BRIAD WENCO, L.L.C.
3190 ROUTE 22 WEST, BRANCHBURG (908)526-2167
BRIAD WENCO, L.L.C.
2400 CHURCH RD, CHERRY HILL (856)482-6881
BRIAD WENCO, L.L.C.
35 U.S. HWY 206 S., CHESTER (908)879-8867
BRIAD WENCO, L.L.C.
5011 ROUTE 130 S., DELRAN (856)764-6334
BRIAD WENCO, L.L.C.
6041 BLACK HORSE PIKE, EGG HARBOR TWP (609)569-9071
BRIAD WENCO, L.L.C.
180 ROUTE 23, FRANKLIN (973)827-2190
BRIAD WENCO, L.L.C.
219 MOUNTAIN AVE, HACKETTSTOWN (908)850-3836
BRIAD WENCO, L.L.C.
65 S. WHITEHORSE PIKE, HAMMONTON (609)704-1540
BRIAD WENCO, L.L.C.
728 ROUTE 15 S, LAKE HOPATCONG (973)663-6438
BRIAD WENCO, L.L.C.
310 WHITEHORSE PIKE N, LAWNSIDE (856)310-5555
BRIAD WENCO, L.L.C.
74 CENTERTON ROAD, MT LAUREL (856)793-7540
BRIAD WENCO, L.L.C.
620 WOODBURY-GLASSBORO ROAD, SEWELL (856)464-6766
BRIAD WENCO, L.L.C.
500 BERLIN CROSS KEYS ROAD, SICKLERVILLE (856)629-1657
BRIAD WENCO, L.L.C.
488 CROWN POINT ROAD, THOROFARE (856)686-9709
BRIAD WENCO, L.L.C.
1001 WHITEHORSE ROAD, VOORHEES (856)346-4044
BRIAD WENCO, L.L.C.
69 ROUTE 73, VOORHEES (856)753-4042
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
300 SOUTH BLACKHORSE PIKE, BELLMAWR (856)931-0025
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
147 BLOOMFIELD AVENUE, BLOOMFIELD (973)743-9462
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
2103 MOUNT HOLLY RD, BURLINGTON (609)239-9472
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
4361 US RT 130 SOUTH, BURLINGTON (609)871-7433
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
1381 BLACKWOOD CLEMENTON ROAD, CLEMENTON (856)627-5429
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
2533 US-130, CRANBURY (609)860-2545
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
1149 HURFFVILLE ROAD, DEPTFORD (856)848-0980
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
413 STATE ROUTE 10, EAST HANOVER 973)581-1716
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
50 INTERNATIONAL DRIVE SOUTH, FLANDERS (973)448-9500
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
685 N. DELSEA DRIVE, GLASSBORO (856)863-3980
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
410 US-22, HILLSIDE (908)206-0481
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
301 ROUTE 9, LANOKA HARBOR (609)693-5042
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
327 RIDGE ROAD, LYNDHURST (201)939-9697
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
1140 ROUTE 73, MT LAUREL (856)778-8819
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
1240 NIXON DRIVE, MT LAUREL (856)778-7141
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
1344 ROUTE 9, OLD BRIDGE (732)553-1065
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
2617 ROUTE 516, OLD BRIDGE (732)679-1327
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
2 MAIN STREET, ORANGE (973)414-0560
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
5300 MARLTON PIKE, PENNSAUKEN (856)665-1912
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
7321 NORTH CRESCENT BLVD., PENNSAUKEN (856)488-8356
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
853 CONVERY BOULEVARD, PERTH AMBOY (732)442-4986
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
90 ST. GEORGES AVENUE, RAHWAY (732)669-1850

EXHIBIT R-1 Operating Outlets By State

BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
210 WEST FIRST AVENUE, ROSELLE (908)620-1030
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
30 ROUTE 17 SOUTH, RUTHERFORD (201)842-0818
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
764 MORRIS TURNPIKE, SHORT HILLS (973)912-6983
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
2731 ROUTE 42, SICKLERVILLE (856)262-6204
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
935 EASTON AVENUE, SOMERSET (732)828-3360
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
420 US HIGHWAY 46, SOUTH HACKENSACK (201)229-1619
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
320 VILLAGE CENTER DRIVE, SWEDESBORO (856)241-0724
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
444 RT. 37 EAST, TOMS RIVER (732)929-9251
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
51 BANANIER DRIVE, TOMS RIVER (732)341-2936
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
359 RT 17 SOUTH, WOOD RIDGE (201)939-3108
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
820 US ROUTE 1, WOODBRIDGE (732)510-7672
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
704 MANTUA PIKE, WOODBURY HEIGHTS (856)845-7531
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
102 FT DIX ST, WRIGHTSTOWN (609)723-8412
BRIAD WENSWICK, LLC, BRADFORD L. HONIGFELD, JASON A. HONIGFELD
1504 LIVINGSTON AVENUE, NORTH BRUNSWICK (732)852-6584
BRIAD WENTWO, L.L.C., BRADFORD L. HONIGFELD
356 ROUTE 72 WEST, MANAHAWKIN (609)597-3031
C&L OF RANDOLPH LLC, CONSTANTINE LENAS, ELIZABETH LENAS
505 RT 10 EAST, RANDOLPH (862)397-4200
CHICKPEA AT JSQ INC.
10 PATH PLAZA JOURNAL SQUARE, JERSEY CITY (862)201-3192
CHRISTINA MARIA REAL ESTATE LLC
4510 U.S. 9, HOWELL (732)987-4704
CLAIRE FRANCIS, REAL ESTATE, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
232 ROUTE 70, TOMS RIVER (732)364-7407
COMPASS GROUP USA, INC.
2083 LAWRENCEVILLE ROAD, BLC STUDENT CENTER, LAWRENCEVILLE (609)896-5322
E L & N, L.L.C.
1860 ROUTE 10, PARSIPPANY (973)455-9859
E L & N, L.L.C.
2099 ROUTE 46, PARSIPPANY (973)263-9305
EATONTOWN WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
151 ROUTE #35, EATONTOWN (732)876-4499
EMMA DANIELLE, REAL ESTATE, LLC, GASPAR GIORDANO
101 JACK MARTIN BLVD, BRICK (732)202-9209
GABRIELLE CHRISTINE, REAL ESTATE, LLC, GASPAR GIORDANO
3150 ROUTE 88, POINT PLEASANT (732)899-4003
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
2008 ROUTE 206 SOUTH, BORDENTOWN (609)324-1404
GOODWEND, L.L.C., CHRISTIANO, ANTHONY JR., CONSTANTINE LENAS, ELIZABETH LENAS
1560 ROUTE 23 NORTH, WAYNE (973)872-1400
ISABEL ANN, REAL ESTATE, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
450 LACEY ROAD, WHITING (732)350-3159
JENNA MARIE, REAL ESTATE, LLC, GASPAR GIORDANO
555 ROUTE 70 EAST, BRICK (732)262-5009
KAS FOODS, LLC, KEITH KAS
414 HIGHWAY 18 NORTH, EAST BRUNSWICK (732)432-5390
KAS FOODS, LLC, KEITH KAS
197 US HIGHWAY 9, ENGLISHTOWN (732)303-6720
KAS FOODS, LLC, KEITH KAS
1450 ROUTE 35, MIDDLETOWN (732)615-9755
KAS FOODS, LLC, KEITH KAS
178 RYDERS LANE, MILLTOWN (732)214-0735
KAS FOODS, LLC, KEITH KAS
3800 US HIGHWAY 1, MONMOUTH JUNCTION (732)940-2112
KAS FOODS, LLC, KEITH KAS
1502 ROUTE 35 SOUTH, OCEAN (732)897-3110
KAS FOODS, LLC, KEITH KAS
1010 STELTON ROAD, PISCATAWAY (732)981-0040
KINGTREV, L.L.C., ALBERT KING
339 WEST MARKET STREET, NEWARK (973)824-0468
L & L ASSOCIATES OF PARSIPPANY, BRS MANAGEMENT, INC., SPYLEN OF PARSIPPANY, INC.
736 US HIGHWAY 46, PARSIPPANY (973)263-9620
L & L OF PINEBROOK, L.L.C.
23 ROUTE 46 EAST, PINE BROOK (973)276-0944
LENSPY OF LITTLE FALLS, INC., SPYROS LENAS, JR.
231 US HIGHWAY 46, ELMWOOD PARK (201)796-0096
METROPOLITAN FOOD SYSTEMS OF PRINCETON, L.L.C., METROPOLITAN FOOD SYSTEMS, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
3477 BRUNSWICK PIKE, PRINCETON (609)514-8790
POINT BEACH WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
1600 RICHMOND AVE, POINT PLEASANT (848)241-3887
PRINCETON FOOD SERVICES, L.L.C.
251 NORTH AVE, GARWOOD (908)228-2698
PRINCETON FOOD SERVICES, L.L.C.
256 ROUTE 206, HILLSBOROUGH (908)904-6587
PRINCETON FOOD SERVICES, L.L.C.
1272 BOUND BROOK ROAD, MIDDLESEX (732)764-9770
PRINCETON FOOD SERVICES, L.L.C.
750 OAK TREE ROAD, SOUTH PLAINFIELD (908)753-6150
PRINCETON FOOD SERVICES, L.L.C.
1701 US HIGHWAY 22, WATCHUNG (908)322-5111
QSC RESTAURANTS, INC., DIANE L. RONE, ROBERT G. RONE, ROBERT S. RONE
1020 N. PEARL STREET, BRIDGETON (856)221-3805
QSC RESTAURANTS, INC., DIANE L. RONE, ROBERT G. RONE, ROBERT S. RONE
22 BETHEL ROAD, SOMERS POINT (609)926-5400
QSC RESTAURANTS, INC., DIANE L. RONE, ROBERT G. RONE, ROBERT S. RONE
122 S. DELSEA, VINELAND (856)696-3233
QSC RESTAURANTS, INC., DIANE L. RONE, ROBERT G. RONE, ROBERT S. RONE
190 S. MAIN ROAD, VINELAND (856)839-4300
QSC RESTAURANTS, INC., DIANE L. RONE, ROBERT G. RONE, ROBERT S. RONE
861 ROUTE 45, WOODSTOWN (856)769-1875
QSC RESTAURANTS, INC., ROBERT S. RONE, DIANE L. RONE, ROBERT G. RONE
39 EAST BROAD STREET, BRIDGETON (856)453-8077
RAWSON FOOD SERVICES, INC.
977 RT 22 EAST, BRIDGEWATER (908)526-8136
RAWSON FOOD SERVICES, INC.
59 CENTRAL AVENUE, CLARK (732)340-9494
RAWSON FOOD SERVICES, INC.
730 ROUTE 1, EDISON (732)572-0115
RAWSON FOOD SERVICES, INC.
425 RAHWAY AVE, ELIZABETH (908)352-3882
RAWSON FOOD SERVICES, INC.
433 N BROAD ST, ELIZABETH (908)352-9524
RAWSON FOOD SERVICES, INC.
9 STATE ROUTE 31, FLEMINGTON (908)782-1440
RAWSON FOOD SERVICES, INC.
709 S. WOOD AVENUE, LINDEN (908)862-8814
RAWSON FOOD SERVICES, INC.
1477 SOUTH AVE., PLAINFIELD (908)755-6558
RAWSON FOOD SERVICES, INC.
2657 US HIGHWAY CENTER, UNION (908)964-9041
RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
31 GODWIN AVENUE, MIDLAND PARK (201)689-1866
SPYLEN BENEFIT, INC.
275 CENTRAL AVE., EAST ORANGE (973)673-9701
SPYLEN BENEFIT, INC.
530 ROUTE 46, WAYNE (973)785-9815
SPYLEN OF BELLEVILLE, INC.
333 FRANKLIN AVE., BELLEVILLE (973)759-9508
SPYLEN OF HARRISON, INC.
401 BERGEN ST, HARRISON (973)483-8704
SPYLEN OF POMPTON LAKES, L.L.C., SPYROS LENAS, JR.
19 WANAQUE AVE., POMPTON LAKES (973)835-3711
SPYWILLOW CORPORATION
3107 WILLOWBROOK MALL, WAYNE (973)785-0841
SUPERIOR RESTAURANT GROUP OF MERCER COUNTY, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
485 ROUTE 130, EAST WINDSOR (609)371-7662
SUPERIOR RESTAURANT GROUP OF MERCER COUNTY, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
1001 ROUTE 33, HAMILTON (609)689-1942
SUPERIOR RESTAURANT GROUP OF MERCER COUNTY, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
1730 N. OLDEN AVE., TRENTON (609)771-4147
SUPERIOR RESTAURANTS OF TRENTON, INC.
2485 SOUTH BROAD STREET, HAMILTON (609)888-5580
SUPERIOR RESTAURANTS OF TRENTON, INC.
760 ROUTE 130, HAMILTON (609)581-0783
TREV NICK, LLC, ALBERT KING
427 SPRINGFIELD AVENUE, NEWARK (973)242-2120
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
301 STATE ROUTE 10, LEDGEWOOD (973)927-1886
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
1358 ROUTE 17 NORTH, RAMSEY (201)785-1079
WENDGOOD, INC.
1204 ROUTE 23 NORTH, BUTLER (973)838-2300
WENDLEN OF NEWARK, INC.
462 CHANCELLOR AVENUE, NEWARK (973)705-9456
WENDLEN, INC.
637 HAMBURG TURNPIKE, WAYNE (973)790-9637

WENDORIO LLC, NORMAN BOBROW, ORIOLE FAMILIA
296 EAST ROUTE 4, PARAMUS (201)457-9035
WENDORIO LLC, NORMAN BOBROW, ORIOLE FAMILIA
657 N ROUTE 17, PARAMUS (201)689-1487
WENDPAR, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
411 HILLSDALE AVE, HILLSDALE (201)782-9317
WENDPAR, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
3647 ROUTE 9, FREEHOLD (732)431-4048
WENDPAR, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
190 E STATE RT 4, PARAMUS (201)368-0031
WENDPAR, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
1407 ALLAIRE RD, WALL TOWNSHIP (732)449-6767
WENESCO BERGENFIELD LLC
150 NORTH WASHINGTON AVE, BERGENFIELD (201)244-1348
WENESCO CLIFTON LLC
83 MAIN AVE, CLIFTON (973)661-1898
WENESCO FORT LEE, LLC
1435 BERGEN BOULEVARD, FORT LEE (201)585-1919
WENESCO NORTH BERGEN III LLC
1500 TONNELLE AVE, NORTH BERGEN (201)348-9682
WENESCO NORTH BERGEN, LLC
2100 88TH STREET, NORTH BERGEN (201)662-0851
WENESCO PATERSON LLC
145 BROADWAY, PATERSON (973)247-9725
WENESCO SECAUCUS, LLC
16 MEADOWLANDS PARKWAY, SECAUCUS (201)864-3719
WENESCO WEST CALDWELL LLC
840 BLOOMFIELD AVENUE, WEST CALDWELL (973)575-0418
WENESCO WEST NEW YORK, LLC
5005 BERGENLINE AVE, WEST NEW YORK (201)348-5580
WENESCO XANADU, LLC
1 AMERICAN DREAM WAY, EAST RUTHERFORD (551)217-7700
WEST ROCK FREEHOLD LLC, GREGORY W. DUNN, MICHELE M. DUNN
3710 ROUTE 9, FREEHOLD (732)303-8443
YELLOW CAB HOLDINGS NEW JERSEY LLC
1101 HIGH STREET, MILLVILLE (856)327-5742
YELLOW CAB HOLDINGS NEW JERSEY LLC
798 TILTON RD., NORTHFIELD (609)646-4807
YUM & CHILL WEN HOLDINGS LLC, NIRAV MEHTA, ROONI MEHTA, RUPAL PATEL
449 MAIN AVE., PASSAIC (973)307-3165

NEW MEXICO

ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
821 E. PINE ST., DEMING (575)544-3028
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
1343 EL PASEO RD., LAS CRUCES (575)523-7116
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
3402 RINCONADA BLVD, LAS CRUCES (575)652-5542
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
565 WALTON BOULEVARD, LAS CRUCES (575)541-0664
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
2289 SUPERIOR STREET, SILVER CITY (575)388-5898
WEN NEW MEXICO, LLC
1012 JUAN TABO NE, ALBUQUERQUE (505)294-6143
WEN NEW MEXICO, LLC
10169 COORS NW, ALBUQUERQUE (505)898-4240
WEN NEW MEXICO, LLC
1808 CENTRAL S.E., ALBUQUERQUE (505)843-7997
WEN NEW MEXICO, LLC
1902 LOMAS NW, ALBUQUERQUE (505)243-2766
WEN NEW MEXICO, LLC
2203 WYOMING NE, ALBUQUERQUE (505)292-1481
WEN NEW MEXICO, LLC
3340 COORS NW, ALBUQUERQUE (505)836-1357
WEN NEW MEXICO, LLC
3601 4TH STREET NW, ALBUQUERQUE (505)345-5746
WEN NEW MEXICO, LLC
3801 BLAKE ROAD SW, ALBUQUERQUE (505)873-2233
WEN NEW MEXICO, LLC
410 EUBANK NE, ALBUQUERQUE (505)275-6670
WEN NEW MEXICO, LLC
4800 CULTURE DR NE, ALBUQUERQUE (505)341-2611
WEN NEW MEXICO, LLC
4800 MENAUL NE, ALBUQUERQUE (505)884-4850
WEN NEW MEXICO, LLC
4900 CENTRAL SE, ALBUQUERQUE (505)268-8017
WEN NEW MEXICO, LLC
6204 SAN MATEO NE, ALBUQUERQUE (505)884-9495
WEN NEW MEXICO, LLC
6600 CENTRAL AVE SW, ALBUQUERQUE (505)352-0909
WEN NEW MEXICO, LLC
8100 LOUISIANA BLVD. NE, ALBUQUERQUE (505)796-0335
WEN NEW MEXICO, LLC
9601 MONTGOMERY NE, ALBUQUERQUE (505)293-1704
WEN NEW MEXICO, LLC
1610 N RIVERSIDE DR, ESPANOLA (505)747-1357
WEN NEW MEXICO, LLC
2410 E 66TH, GALLUP (505)863-3496
WEN NEW MEXICO, LLC
985 NORTH HIGHWAY 491, GALLUP (505)726-1071
WEN NEW MEXICO, LLC
1567 7TH STREET, LAS VEGAS (505)426-8180
WEN NEW MEXICO, LLC
1860 MAIN NW, LOS LUNAS (505)565-8850
WEN NEW MEXICO, LLC
233 HIGHWAY 528, RIO RANCHO (505)892-1438
WEN NEW MEXICO, LLC
4200 HWY 528, RIO RANCHO (505)771-0805
WEN NEW MEXICO, LLC
827 UNSER BLVD. SE, RIO RANCHO (505)896-2206
WEN NEW MEXICO, LLC
2774 SAWMILL ROAD, SANTA FE (505)471-7490
WEN NEW MEXICO, LLC
3151 CERRILLOS ROAD, SANTA FE (505)557-4106
WEN NEW MEXICO, LLC
420 PASEO DEL PUEBLO SUR, TAOS (575)751-3000
WENDGORD LLC, JEFFREY J. COGHLAN, JEFFREY POE, LEWIS E. TOPPER, NORMAN BOBROW, WENDGORD CORP.
301 S. WHITE SANDS BLVD, ALAMOGORDO (575)437-0865
WENDGORD LLC, JEFFREY J. COGHLAN, JEFFREY POE, LEWIS E. TOPPER, NORMAN BOBROW, WENDGORD CORP.
1011 W. MAIN ST, ARTESIA (575)736-6300
WENDGORD LLC, JEFFREY J. COGHLAN, JEFFREY POE, LEWIS E. TOPPER, NORMAN BOBROW, WENDGORD CORP.
324 S. CANAL, CARLSBAD (575)887-8051
WENDGORD LLC, JEFFREY J. COGHLAN, JEFFREY POE, LEWIS E. TOPPER, NORMAN BOBROW, WENDGORD CORP.
2833 N PRINCE ST, CLOVIS (575)763-5640
WENDGORD LLC, JEFFREY J. COGHLAN, JEFFREY POE, LEWIS E. TOPPER, NORMAN BOBROW, WENDGORD CORP.
1101 NORTH TURNER, HOBBS (575)397-3031
WENDGORD LLC, JEFFREY J. COGHLAN, JEFFREY POE, LEWIS E. TOPPER, NORMAN BOBROW, WENDGORD CORP.
1101 MAIN STREET, ROSWELL (575)623-7950
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1305 AZTEC BOULEVARD, AZTEC (505)334-9778
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1820 EAST MAIN STREET, FARMINGTON (505)326-3456
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
2610 WEST MAIN STREET, FARMINGTON (505)564-4434
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
4903 EAST MAIN STREET, FARMINGTON (505)564-9563

NEW YORK

AH HOSPITALITY GROUP INC.
938 EIGHTH AVENUE, NEW YORK (212)977-4785
ALAYNA HOSPITALITY LLC, SALMAAN HIMANI
650 BROADWAY, NEW YORK (212)674-5404
ALL ABOUT FOODS GROUP INC., SALMAAN HIMANI
LAGUARDIA AIRPORT - TERMINAL B, FLUSHING (646)633-4507
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
212 GRANT AVE, AUBURN (315)252-8818
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1251 FRONT STREET, BINGHAMTON (607)723-0233
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
170 MAIN STREET, BINGHAMTON (607)723-5711
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
5701 E. CIRCLE DRIVE, CICERO (315)458-1722
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
217 WASHINGTON AVE, ENDICOTT (607)754-6124
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
310 S 2ND ST, FULTON (315)598-2991
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
326 ELMIRA RD, ITHACA (607)272-3526
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
7925 OSWEGO RD, LIVERPOOL (315)622-2231
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
177 STATE ROUTE 104, OSWEGO (315)342-4177
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
170 5TH AVE, OWEGO (607)687-6785
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
3508 BREWERTON RD, SYRACUSE (315)454-4702
BINGCUSE, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
3737 VESTAL PKWY, VESTAL (607)798-7474

EXHIBIT R-1 Operating Outlets By State

BRIAD WENATE LLC, BRADFORD L. HONIGFELD
2121 THIRD AVE, NEW YORK (212)996-4020
BRIAD WENATE LLC, BRADFORD L. HONIGFELD
3939 BROADWAY, NEW YORK (212)928-0321
BRIAD WENCO, L.L.C.
3183 ATLANTIC AVENUE, BROOKLYN (718)827-3408
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
220-06 NORTHERN BLVD, BAYSIDE (347)502-7771
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
1601 UTICA AVE., BROOKLYN (347)702-5971
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
1916 LINDEN BLVD, BROOKLYN (718)272-8725
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
469 FLATBUSH AVE, BROOKLYN (718)287-5005
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
505 UTICA AVE, BROOKLYN (718)604-1207
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
78-11 FLATLANDS AVENUE, BROOKLYN (718)251-1801
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
9001 DITMAS AVENUE, BROOKLYN (718)345-4763
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
133-50 WHITESTONE EXPRESS, FLUSHING (718)762-4055
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
69-02 NORTHERN BLVD., FLUSHING (718)899-5300
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
72-32 BROADWAY, JACKSON HEIGHTS (718)458-1921
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
125 147TH AVE, JAMAICA (718)553-6037
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
138-42 JAMAICA AVENUE, JAMAICA (718)526-5944
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
4416 QUEENS BLVD, LONG ISLAND CITY (718)361-1418
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
61-11 FRESH POND RD., MIDDLE VILLAGE (718)821-0225
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
219-44 HILLSIDE AVENUE, QUEENS VILLAGE (718)479-5151
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
90-13 METROPOLITAN, REGO PARK (718)275-6221
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1335 CENTRAL AVE, ALBANY (518)459-4700
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
101 TOWNE SQUARE, AMSTERDAM (518)843-6981
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
3 CLIFTON COUNTRY RD, CLIFTON PARK (518)371-4700
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1770 CENTRAL AVENUE, COLONIE (518)608-5568
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
612 COLUMBIA TURNPIKE, EAST GREENBUSH (518)477-7639
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
13 SARATOGA ROAD, GLENVILLE (518)393-5442
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1517 ROUTE 9, HALFMOON (518)383-8632
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1162 TROY-SCHENECTADY ROAD, LATHAM (518)782-5488
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
741 NEW LOUDEN RD., LATHAM (518)785-4700
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1 NORTH GALLERIA DR, MIDDLETOWN (845)673-5990
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
103 VAN RENSSELAER AVENUE, RENSSELAER (518)977-3691
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
24 CONGRESS ST, SARATOGA SPRINGS (518)583-0210
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
3075 ROUTE 50, SARATOGA SPRINGS (518)450-1736
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
132 ERIE BLVD., SCHENECTADY (518)374-3095
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1590 ALTAMONT AVENUE, SCHENECTADY (518)355-2256
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
3421 STATE STREET, SCHENECTADY (518)346-0252
CAPWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
77 VANDENBURGH AVENUE, TROY (518)266-9822
CCCWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
1 CROSSGATE MALL RD, ALBANY (518)869-2956
CCCWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
1894 ROUTE 6, CARMEL (845)225-9704
CCCWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
157 CLINTON AVENUE, CORTLAND (607)753-3710
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2278 MIDDLE COUNTRY ROAD, CENTEREACH (631)467-4345
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
80 OCEAN AVE, EAST ROCKAWAY (516)887-2317
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2123 BROADHOLLOW RD., FARMINGDALE (631)752-0337
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1034 HEMPSTEAD TURNPIKE, FRANKLIN SQUARE (516)488-6423
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
210 GLEN STREET, GLEN COVE (516)676-7023
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
580 MERRICK RD., LYNBROOK (516)593-3211
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1728 MERRICK RD., MERRICK (516)379-5449
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1234 DEER PARK AVE., NORTH BABYLON (631)586-2210
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
460 SUNRISE HIGHWAY, PATCHOGUE (631)289-4925
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
4955 NESCONSET HWY., PORT JEFFERSON STATION (631)331-3770
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
625 W MONTAUK HWY, WEST BABYLON (631)314-4149
DELIGHT LI 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
65 HEMPSTEAD TPKE, WEST HEMPSTEAD (516)489-2880
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
690 SUNRISE HWY, BALDWIN (516)377-8396
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2180 JERICHO TURNPIKE, COMMACK (631)499-9887
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1730 HEMPSTEAD TURNPIKE, EAST MEADOW (516)794-4416
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
199 HEMPSTEAD TPKE, ELMONT (516)354-6080
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
191 JERICHO TURNPIKE, FLORAL PARK (516)305-5241
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
18 GLEN COVE ROAD, GREENVALE (516)621-8636
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1210 E JERICHO TPKE, HUNTINGTON (631)683-4041
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
106 PORTION ROAD, LAKE RONKONKOMA (631)285-2621
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
3595 HEMPSTEAD TURNPIKE, LEVITTOWN (516)731-0049
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1820 RT. 112, MEDFORD (631)447-5651
DELIGHT LI 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
570 MIDDLE COUNTRY RD, SAINT JAMES (631)979-2235
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1602 SHORE PARKWAY, BROOKLYN (718)747-9002
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
820 MONTAUK HIGHWAY, COPIAGUE (631)789-0615
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
220 ROUTE 109, FARMINGDALE (631)777-4880
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
5001 HEMPSTEAD TURNPIKE, FARMINGDALE (516)845-7129
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
820 OLD COUNTRY ROAD, GARDEN CITY (516)228-9040
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
352 MOTOR PARKWAY, HAUPPAUGE (631)435-1458
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
527 ROUTE 111, HAUPPAUGE (631)863-2062
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
60 NORTH BROADWAY, HICKSVILLE (516)433-0255
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
205 W. JERICHO TURNPIKE, HUNTINGTON STATION (631)425-2549
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
259 MIDDLE COUNTRY ROAD, SELDEN (631)888-5654
DELIGHT LI 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
259 HILLSIDE AVE, WILLISTON PARK (516)294-4888
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
3450 VETERANS MEMORIAL HWY, BOHEMIA (631)980-4445
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
37 WICKS ROAD, BRENTWOOD (631)231-3649
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
420 86TH STREET, BROOKLYN (718)833-3034
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1255 SUNRISE HIGHWAY, COPIAGUE (631)842-1763
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
280 LARKFIELD ROAD, EAST NORTHPORT (631)261-5736
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
175 MORRIS AVENUE, HOLTSVILLE (631)207-3725
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
168 MAIN STREET, ISLIP (631)224-2790
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
885 MONTAUK HIGHWAY, OAKDALE (631)472-1368
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
3882 SUNRISE HWY, SEAFORD (516)409-4870
DELIGHT LI 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1350 WANTAGH AVE, WANTAGH (516)781-6102
EMPIREWEN, INC.
172-176 DOLSON AVENUE, MIDDLETOWN (845)342-6688

EXHIBIT R-1 Operating Outlets By State

EMPIREWEN, INC.
441 ROUTE 211 E, MIDDLETOWN (845)342-4141
EMPIREWEN, INC.
17-25 PLEASANT ST, MONTICELLO (845)791-9373
GFWW MANAGEMENT, INC., GREGORY W. DUNN, JACALYN TYE, MICHELE M. DUNN, STEVEN TYE, WEST-ROCK AIRMONT, LLC
320 ROUTE 59, AIRMONT (845)369-8500
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
7748 ROUTE 53, BATH (607)622-5502
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
2 INDUSTRIAL DRIVE, BINGHAMTON (607)651-9035
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
390 STATE HWY 10, DEPOSIT (607)467-4299
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
1262 ROUTE 414, SUITE B, WATERLOO (315)220-8708
HAZA FOODS OF NORTHEAST, LLC
3180 NIAGARA FALLS BLVD, AMHERST (716)743-0592
HAZA FOODS OF NORTHEAST, LLC
4050 MAPLE RD., AMHERST (716)832-0855
HAZA FOODS OF NORTHEAST, LLC
44 MAIN ST, BATAVIA (585)343-5858
HAZA FOODS OF NORTHEAST, LLC
4640 LAKE ROAD, BROCKPORT (585)637-5220
HAZA FOODS OF NORTHEAST, LLC
1051 MAIN STREET, BUFFALO (716)883-7242
HAZA FOODS OF NORTHEAST, LLC
2230 ELMWOOD AVENUE, BUFFALO (716)875-4166
HAZA FOODS OF NORTHEAST, LLC
3362 MAIN STREET, BUFFALO (716)838-3878
HAZA FOODS OF NORTHEAST, LLC
3513 MCKINLEY PKWY, BUFFALO (716)235-4049
HAZA FOODS OF NORTHEAST, LLC
360 DINGENS, BUFFALO (716)824-3011
HAZA FOODS OF NORTHEAST, LLC
5309 W. GENESEE STREET, CAMILLUS (315)295-1962
HAZA FOODS OF NORTHEAST, LLC
10 ELLEN POLIMENI BLVD, CANANDAIGUA (585)394-8660
HAZA FOODS OF NORTHEAST, LLC
2520 WALDEN AVENUE, CHEEKTOWAGA (716)206-7599
HAZA FOODS OF NORTHEAST, LLC
4961 TRANSIT ROAD, DEPEW (716)206-0003
HAZA FOODS OF NORTHEAST, LLC
305 WEST COMMERCIAL, EAST ROCHESTER (585)385-4890
HAZA FOODS OF NORTHEAST, LLC
557 MOSELEY ROAD, FAIRPORT (585)425-7657
HAZA FOODS OF NORTHEAST, LLC
10350 ROUTE 60, FREDONIA (716)672-5226
HAZA FOODS OF NORTHEAST, LLC
4158 LAKEVILLE ROAD, GENESEO (585)243-2210
HAZA FOODS OF NORTHEAST, LLC
481 HAMILTON STREET, GENEVA (315)789-2463
HAZA FOODS OF NORTHEAST, LLC
1685 GRAND ISLAND BLVD, GRAND ISLAND (716)622-8299
HAZA FOODS OF NORTHEAST, LLC
3825 DEWEY AVE, GREECE (585)621-4394
HAZA FOODS OF NORTHEAST, LLC
5121 CAMP ROAD, HAMBURG (716)649-5754
HAZA FOODS OF NORTHEAST, LLC
4747 WEST HENRIETTA ROAD, HENRIETTA (585)334-3450
HAZA FOODS OF NORTHEAST, LLC
1355 E. 2ND ST., JAMESTOWN (716)665-6798
HAZA FOODS OF NORTHEAST, LLC
327 EAST FAIRMOUNT AVENUE, LAKEWOOD (716)763-0998
HAZA FOODS OF NORTHEAST, LLC
5737 S. TRANSIT ROAD, LOCKPORT (716)434-6439
HAZA FOODS OF NORTHEAST, LLC
8505 SENECA TPKE, NEW HARTFORD (315)732-4265
HAZA FOODS OF NORTHEAST, LLC
510 W.UNION ST., NEWARK (315)331-5922
HAZA FOODS OF NORTHEAST, LLC
6020 PORTER ROAD, NIAGARA FALLS (716)297-6088
HAZA FOODS OF NORTHEAST, LLC
7515 NIAGARA FALLS BOULEVARD, NIAGARA FALLS (716)236-0300
HAZA FOODS OF NORTHEAST, LLC
447 N UNION ST, OLEAN (716)372-5400
HAZA FOODS OF NORTHEAST, LLC
131 GENESSEE STREET, ONEIDA (315)363-2212
HAZA FOODS OF NORTHEAST, LLC
3275 ORCHARD PARK RD, ORCHARD PARK (716)677-6837
HAZA FOODS OF NORTHEAST, LLC
1175 E. RIDGE RD., ROCHESTER (585)266-7523
HAZA FOODS OF NORTHEAST, LLC
1550 MT HOPE AVE, ROCHESTER (585)271-3030
HAZA FOODS OF NORTHEAST, LLC
1844 EAST AVENUE, ROCHESTER (585)244-5080
HAZA FOODS OF NORTHEAST, LLC
1951 BUFFALO RD., ROCHESTER (585)247-1792
HAZA FOODS OF NORTHEAST, LLC
2988 W RIDGE, ROCHESTER (585)225-6010
HAZA FOODS OF NORTHEAST, LLC
3050 WINTON ROAD, ROCHESTER (585)292-0690
HAZA FOODS OF NORTHEAST, LLC
3180 MONROE AVENUE, ROCHESTER (585)383-1660
HAZA FOODS OF NORTHEAST, LLC
3190 LATTA RD, ROCHESTER (585)203-8591
HAZA FOODS OF NORTHEAST, LLC
3200 CHILI AVE., ROCHESTER (585)889-5046
HAZA FOODS OF NORTHEAST, LLC
566 JEFFERSON RD, ROCHESTER (585)292-1390
HAZA FOODS OF NORTHEAST, LLC
683 LAKE AV., ROCHESTER (585)254-2860
HAZA FOODS OF NORTHEAST, LLC
744 EAST MAIN ST, ROCHESTER (585)512-4133
HAZA FOODS OF NORTHEAST, LLC
401 ERIE BLVD, ROME 315)339-4550
HAZA FOODS OF NORTHEAST, LLC
2100 PARK STREET, SYRACUSE (315)472-8727
HAZA FOODS OF NORTHEAST, LLC
3260 ERIE BLVD. E, SYRACUSE (315)446-4279
HAZA FOODS OF NORTHEAST, LLC
3798 JAMES STREET, SYRACUSE (315)437-9531
HAZA FOODS OF NORTHEAST, LLC
811 YOUNG ST, TONAWANDA (716)693-2578
HAZA FOODS OF NORTHEAST, LLC
175 N. GENESSEE STREET, UTICA (315)724-8355
HAZA FOODS OF NORTHEAST, LLC
7473 VICTOR-PITTSFORD ROAD, VICTOR (585)924-8430
HAZA FOODS OF NORTHEAST, LLC
987 RIDGE ROAD, WEBSTER 585)872-5635
HAZA FOODS OF NORTHEAST, LLC
2021 RIDGE ROAD, WEST SENECA (716)675-5882
HAZA FOODS OF NORTHEAST, LLC
5244 MAIN ST., WILLIAMSVILLE (716)626-3397
HAZA FOODS OF NORTHEAST, LLC
6940 TRANSIT RD., WILLIAMSVILLE (716)630-5982
HAZA FOODS OF NORTHEAST, LLC
315 ORISKANY BLVD, YORKVILLE (315)736-7442
HIMANI HOSPITALITY GROUP INC.
714 THIRD AVENUE, NEW YORK (212)682-2568
HUDWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
78 BROOKSIDE AVE, CHESTER (845)469-2182
HUDWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
3009 EAST MAIN ST., CORTLANDT MANOR (914)528-9828
HUDWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
261 ROUTE 9W, GLENMONT 518)432-8900
HUDWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
408 WINDSOR HWY, VAILS GATE (845)562-7474
HUDWEN, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1601 ROUTE 9, WAPPINGERS FALLS (845)298-0167
JPK OF ONEONTA, INC., GEOFFREY S. HARRIS, KATHY A. HARRIS, THE ESTATE OF DOUGLAS N. HARRIS
6281 STATE HIGHWAY 23, ONEONTA (607)441-5006
MID-HUDSON WENDICO, INC., BARBARA L. MULCAHY, SHANNON E. MULCAHY
25 ELM STREET, FISHKILL (845)896-8683
MID-HUDSON WENDICO, INC., BARBARA L. MULCAHY, SHANNON E. MULCAHY
1360 ULSTER AVENUE, KINGSTON (845)382-2070
MID-HUDSON WENDICO, INC., BARBARA L. MULCAHY, SHANNON E. MULCAHY
1417 ROUTE 300, NEWBURGH (845)566-0726
MYRTLE WDY LLC
57-18 MYRTLE AVE, RIDGEWOOD (347)725-3210
NEW ENGLAND WENDICO, INC., LEONARD F. GORSUCH, PETER J. SOUCH, III
26586 VALENTINE DR., EVANS MILLS (315)818-5088
NEW ENGLAND WENDICO, INC., LEONARD F. GORSUCH, PETER J. SOUCH, III
21182 SALMON RUN MALL LOOP W., WATERTOWN (315)785-9190
NEW ENGLAND WENDICO, INC., LEONARD F. GORSUCH, PETER J. SOUCH, III
419 STATE STREET, WATERTOWN (315)788-9694
NY BACON, LLC
19 WEST 170TH STREET, BRONX (718)681-0483
NY BACON, LLC
2140 WESTCHESTER AVENUE, BRONX (718)409-6174
NY BACON, LLC
2703 E TREMONT AVE, BRONX (718)824-2211
NY BACON, LLC
4330 BOSTON ROAD, BRONX (718)325-8750
NY BACON, LLC
5805 BROADWAY, BRONX (718)450-8809
PANINI GRILL AT STATEN ISLAND FERRY INC.
4 SOUTH ST SPACE 202, NEW YORK (212)220-9989
PRINCETON FOOD SERVICES, L.L.C.
25 PUTNAM STREET, STATEN ISLAND (718)524-7817

PRINCETON FOOD SERVICES, L.L.C.
26 RICHMOND HILL ROAD, STATEN ISLAND (718)761-3950
PRINCETON FOOD SERVICES, L.L.C.
330 BAY STREET, STATEN ISLAND (347)934-3648
PRINCETON FOOD SERVICES, L.L.C.
6420 AMBOY ROAD, STATEN ISLAND (718)967-3911
R & R GALLERIA INC., ANTHONY ROMANO, LESLEY ROMANO, SALVATORE ROMANO
250 JERICHO TURNPIKE, SYOSSET (516)677-0891
R & R OF GC, INC., ANTHONY ROMANO, LESLEY ROMANO, SALVATORE ROMANO
90 JERICHO TURNPIKE, JERICHO (516)333-3059
R&R OF ROOSEVELT FIELD, INC., ANTHONY ROMANO, LESLEY ROMANO, SALVATORE ROMANO
630 OLD COUNTRY RD, GARDEN CITY (516)613-2479
R&R OF SMITHHAVEN LTD., ANTHONY ROMANO, LESLEY ROMANO, SALVATORE ROMANO
334 SMITH HAVEN MALL, LAKE GROVE (631)979-8138
R&R RESTAURANT GROUPS INC., ANTHONY ROMANO, LESLEY ROMANO, SALVATORE ROMANO
4579 AUSTIN BLVD, ISLAND PARK (516)889-0560
RAWSON FOOD SERVICES, INC.
1661 HYLAN BLVD., STATEN ISLAND (718)979-8178
RAWSON FOOD SERVICES, INC.
1761 FOREST AVE., STATEN ISLAND (718)981-2102
RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
5 S BUFFALO ST., CORNING (607)936-0106
RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
830 COUNTY ROAD 64, ELMIRA (607)796-0183
RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
2123 GRAND CENTRAL AVE, HORSEHEADS (607)796-9352
RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
714 UPPER GLEN STREET, QUEENSBURY (518)792-3939
RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
330 BECKER DR, SCHENECTADY (518)280-3590
RSA FOODS GROUP INC.
85 NASSAU STREET, NEW YORK (212)619-3322
SABINA HOSPITALITY INC.
20 E 14TH STREET, NEW YORK (212)243-0438
T & N OF GA, INC., ANTHONY ROMANO, LESLEY ROMANO, SALVATORE ROMANO
2046 GREEN ACRES MALL, VALLEY STREAM (516)872-5450
TAH FOOD GROUP, INC.
112 E. 23RD ST., NEW YORK (212)500-6800
THE GROVE, INC.
JOHN F KENNEDY INTERNATIONAL AIRPORT, JAMAICA (718)553-7842
TICKLE YOUR TASTE INC
616 8TH AVENUE, NEW YORK (212)220-0612
TRIWEN ELMSFORD LLC
91 SAW MILL ROAD, ELMSFORD (914)592-9888
TRIWEN HAWTHORNE, LLC
33 SAWMILL RIVER ROAD, HAWTHORNE (914)347-7619
TRIWEN MONROE LLC
330 LARKIN DR, MONROE (845)774-2747
TRIWEN WEST HAVERSTRAW LLC
125 STATE ROUTE 9W, WEST HAVERSTRAW (845)786-3209
WEN CENTER MORICHES, LLC
774 MONTAUK HIGHWAY, CENTER MORICHES (631)874-8990
WEN MANORVILLE, LLC
496 CR 111, MANORVILLE (631)909-4902
WEN MILLER PLACE, LLC
380 ROUTE 25A, MILLER PLACE (631)642-0374
WEN RIVERHEAD, LLC
1165 RT 58, RIVERHEAD (631)369-3232
WEN SHIRLEY, LLC
555 WILLIAM FLOYD PKWY, SHIRLEY (631)399-1136
WENDCO OF VERMONT/NY LLC, LAWRENCE M. WILEY
397 STATE ROUTE 3, PLATTSBURGH (518)561-1912
WENESCO 149TH, LLC
387 E 149TH ST, BRONX (718)215-7038
WENESCO BATHGATE, LLC
4040 3RD AVE, BRONX (718)299-5603
WENESCO BOSTON ROAD, LLC
3636 BOSTON ROAD, BRONX (718)798-4133
WENESCO NANUET, LLC
90 EAST ROUTE 59, NANUET (845)627-0264
WENESCO PALISADES, LLC
3624 PALISADES CENTER DRIVE, WEST NYACK (845)727-1123
WENESCO YONKERS, LLC
1751 CENTRAL PARK AVENUE, YONKERS (914)337-9524
WENJOHN LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
140 NORTH COMRIE AVENUE, JOHNSTOWN (518)762-2245
WEST-ROCK LLC, GFWW MANAGEMENT, INC., GREGORY W. DUNN, JACALYN TYE, MICHELE M. DUNN, STEVEN TYE
3 ROUTE 303, TAPPAN (845)359-5633
Y & C WEN NY LLC, NIRAV MEHTA, ROONI MEHTA, RUPAL PATEL
2596 SOUTH ROAD, POUGHKEEPSIE (845)454-2906
Y & C WEN NY LLC, NIRAV MEHTA, ROONI MEHTA, RUPAL PATEL
753 MAIN STREET, POUGHKEEPSIE (845)452-8124
ZARI FOODS LLC
2 WEST 45TH STREET, NEW YORK (212)575-9800

NORTH CAROLINA

BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
1448 NC HIGHWAY 24-87, CAMERON (910)436-3566
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
106 S. EAST BLVD., CLINTON (910)592-8648
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
2070 SKIBO ROAD, FAYETTEVILLE (910)423-4576
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
2903 RAEFORD RD., FAYETTEVILLE (910)323-1834
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
3000 OWEN DRIVE, FAYETTEVILLE (910)484-2024
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
3748 RAMSEY STREET, FAYETTEVILLE (910)488-3858
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
532 GROVE ST., FAYETTEVILLE (910)323-4532
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
5555 CAMDEN RD, FAYETTEVILLE (910)423-0668
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
5740 YADKIN RD, FAYETTEVILLE (910)868-5410
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
6910 CLIFFDALE ROAD, FAYETTEVILLE (910)487-6022
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
7681 S. RAEFORD RD., FAYETTEVILLE (910)764-9700
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
1650 S. MAIN STREET, LAURINBURG (910)276-7522
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
4511 PROVISION DRIVE, LELAND (910)399-5696
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
4916 FAYETTEVILLE RD., LUMBERTON (910)739-4456
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
3284 NC HIGHWAY 87 N, SANFORD (919)775-7523
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
399 WALMART SHOPPING CTR, SILER CITY (919)663-2060
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
5140 SOUTHPORT SUPPLY RD SE, SOUTHPORT (910)363-4344
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
2687 NC HWY. 24 WEST, WARSAW (910)293-3200
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
311 WASHINGTON ST, WHITEVILLE (910)642-6412
CALHOUN MANAGEMENT CORPORATION, PICKENS M. LINDSAY
36 PAINTTOWN ROAD, CHEROKEE (828)497-1277
CALHOUN MANAGEMENT CORPORATION, PICKENS M. LINDSAY
728 W US HIGHWAY 64, MURPHY (828)835-3787
CALHOUN MANAGEMENT CORPORATION, PICKENS M. LINDSAY
347 HIGHWAY 129 BYPASS, ROBBINSVILLE (828)479-4755
CAROLINA QUALITY FOODS INC., DOROTHY NEKHAILA, SAM NEKHAILA
1330 EHRINGHAUS STREET, ELIZABETH CITY (252)335-5235
CAROLINA QUALITY FOODS INC., DOROTHY NEKHAILA, SAM NEKHAILA
1503 S CROATAN HWY, KILL DEVIL HILLS (252)441-1417
CAROLINA QUALITY FOODS INC., DOROTHY NEKHAILA, SAM NEKHAILA
5430 N. CROATAN HWY, KITTY HAWK (252)261-0662
CAROLINA QUALITY FOODS INC., DOROTHY NEKHAILA, SAM NEKHAILA
548 CARATOKE HIGHWAY, MOYOCK (252)435-0609
CAROLINA RESTAURANT GROUP, INC.
1805 N. SANDHILLS BLVD., ABERDEEN (910)725-0572
CAROLINA RESTAURANT GROUP, INC.
824 NC 24 27 BYP E, ALBEMARLE (704)983-3309
CAROLINA RESTAURANT GROUP, INC.
660 PARK STREET, BELMONT (704)825-1567

EXHIBIT R-1 Operating Outlets By State

CAROLINA RESTAURANT GROUP, INC.
112 GONZALEZ BLVD, CAMP LEJEUNE (910)451-3966
CAROLINA RESTAURANT GROUP, INC.
1231 HOLCOMB BLVD, CAMP LEJEUNE (910)451-4595
CAROLINA RESTAURANT GROUP, INC.
1237 BIRCH STREET, CAMP LEJEUNE (910)450-5479
CAROLINA RESTAURANT GROUP, INC.
10235 UNIVERSITY CITY DR., CHARLOTTE (704)510-0401
CAROLINA RESTAURANT GROUP, INC.
10729 PARK ROAD, CHARLOTTE (704)542-7243
CAROLINA RESTAURANT GROUP, INC.
1110 W SUGAR CREEK ROAD, CHARLOTTE (704)596-7355
CAROLINA RESTAURANT GROUP, INC.
11640 PROVIDENCE ROAD, CHARLOTTE (704)846-5530
CAROLINA RESTAURANT GROUP, INC.
11801 ALBEMARLE ROAD, CHARLOTTE (704)206-8772
CAROLINA RESTAURANT GROUP, INC.
16055 JOHNSTON ROAD, CHARLOTTE (704)752-6461
CAROLINA RESTAURANT GROUP, INC.
1801 N. SARDIS ROAD, CHARLOTTE (704)845-1507
CAROLINA RESTAURANT GROUP, INC.
2801 BOYER STREET, CHARLOTTE (704)394-2723
CAROLINA RESTAURANT GROUP, INC.
2933 EASTWAY DRIVE, CHARLOTTE (704)568-1315
CAROLINA RESTAURANT GROUP, INC.
3300 FREEDOM DR., CHARLOTTE (704)399-7202
CAROLINA RESTAURANT GROUP, INC.
3524 MT. HOLLY-HUNTERSVILLE ROAD, CHARLOTTE (704)394-7000
CAROLINA RESTAURANT GROUP, INC.
3700 W. T. HARRIS BLVD., CHARLOTTE (980)729-5155
CAROLINA RESTAURANT GROUP, INC.
4335 PARK ROAD, CHARLOTTE (704)522-0780
CAROLINA RESTAURANT GROUP, INC.
5214 SUNSET RD, CHARLOTTE (704)599-4535
CAROLINA RESTAURANT GROUP, INC.
5801 N. SHARON-AMITY RD, CHARLOTTE (704)536-9025
CAROLINA RESTAURANT GROUP, INC.
6500 ALBEMARLE RD, CHARLOTTE (704)537-7385
CAROLINA RESTAURANT GROUP, INC.
6555 CARNEGIE BLVD, CHARLOTTE (980)219-8837
CAROLINA RESTAURANT GROUP, INC.
715 CHARLOTTETOWNE AVE, CHARLOTTE (704)339-5797
CAROLINA RESTAURANT GROUP, INC.
7712 REA RD, CHARLOTTE (704)341-3667
CAROLINA RESTAURANT GROUP, INC.
7900 ARROWRIDGE ROAD, CHARLOTTE (704)525-6652
CAROLINA RESTAURANT GROUP, INC.
7920 CAMBRIDGE COMMONS DRIVE, CHARLOTTE (704)563-4488
CAROLINA RESTAURANT GROUP, INC.
8720 RACHEL FREEMAN WAY, CHARLOTTE (980)224-7302
CAROLINA RESTAURANT GROUP, INC.
9905 NORTHLAKE CENTRE PKWY, CHARLOTTE (704)921-1120
CAROLINA RESTAURANT GROUP, INC.
20410 W CATAWBA AVE, CORNELIUS (704)892-8921
CAROLINA RESTAURANT GROUP, INC.
5170 NC 42 NORTHWEST, GARNER (919)773-1673
CAROLINA RESTAURANT GROUP, INC.
1510 E FRANKLIN BLVD, GASTONIA (980)320-1002
CAROLINA RESTAURANT GROUP, INC.
2216 UNION ROAD, GASTONIA (704)865-8041
CAROLINA RESTAURANT GROUP, INC.
2415 N. CHESTER ST, GASTONIA (704)691-7777
CAROLINA RESTAURANT GROUP, INC.
2419 W. FRANKLIN, GASTONIA (704)864-3826
CAROLINA RESTAURANT GROUP, INC.
1825 E. ARLINGTON BLVD., GREENVILLE (252)353-2900
CAROLINA RESTAURANT GROUP, INC.
3501 HIGHWAY 264 EAST, GREENVILLE (252)413-0762
CAROLINA RESTAURANT GROUP, INC.
624 S. MEMORIAL, GREENVILLE (252)364-2873
CAROLINA RESTAURANT GROUP, INC.
17160 US HWY 17, HAMPSTEAD (910)821-1308
CAROLINA RESTAURANT GROUP, INC.
14139 STATESVILLE RD, HUNTERSVILLE (704)948-9055
CAROLINA RESTAURANT GROUP, INC.
1995 N.MARINE BLVD, JACKSONVILLE (910)455-6024
CAROLINA RESTAURANT GROUP, INC.
4039 CURTIS RD, JACKSONVILLE (910)346-6087
CAROLINA RESTAURANT GROUP, INC.
6995 WESTERN BOULEVARD, JACKSONVILLE (910)455-0366
CAROLINA RESTAURANT GROUP, INC.
2409 N. HERRITAGE STREET, KINSTON (252)527-5806
CAROLINA RESTAURANT GROUP, INC.
4535 US HIGHWAY 70 WEST, KINSTON (252)522-3050
CAROLINA RESTAURANT GROUP, INC.
103 EAST MAIN STREET, LOCUST (704)888-8602
CAROLINA RESTAURANT GROUP, INC.
6807 EAST MARSHVILLE BOULEVARD, MARSHVILLE (704)327-4291
CAROLINA RESTAURANT GROUP, INC.
11145 E INDEPENDENCE BLVD, MATTHEWS (704)847-0955
CAROLINA RESTAURANT GROUP, INC.
6849 MATTHEWS-MINT HILL RD, MINT HILL (704)545-5908
CAROLINA RESTAURANT GROUP, INC.
1015 N GREEN ST, MORGANTON (828)475-6855
CAROLINA RESTAURANT GROUP, INC.
2159 SOUTH STERLING ST., MORGANTON (828)437-9170
CAROLINA RESTAURANT GROUP, INC.
806 SOUTH KEY STREET, PILOT MOUNTAIN (336)368-2342
CAROLINA RESTAURANT GROUP, INC.
2025 US 64 W, PLYMOUTH (252)793-2291
CAROLINA RESTAURANT GROUP, INC.
301 WEST CHURCH STREET, RICHFIELD (704)463-5971
CAROLINA RESTAURANT GROUP, INC.
8221 US HIGHWAY 117 S, ROCKY POINT (910)604-6262
CAROLINA RESTAURANT GROUP, INC.
515 EAST INNIS STREET, SALISBURY (704)633-4585
CAROLINA RESTAURANT GROUP, INC.
825 S. JAKE ALEXANDER BLVD, SALISBURY (704)642-0620
CAROLINA RESTAURANT GROUP, INC.
355 WHITEVILLE ROAD NW, SHALLOTTE (910)755-3333
CAROLINA RESTAURANT GROUP, INC.
414 HWY 27 SOUTH, STANLEY (704)931-2139
CAROLINA RESTAURANT GROUP, INC.
809 WEST CORBETT AVENUE, SWANSBORO (910)325-2252
CAROLINA RESTAURANT GROUP, INC.
1650 SHIPYARD BLVD, WILMINGTON (910)452-0129
CAROLINA RESTAURANT GROUP, INC.
1719 EASTWOOD ROAD, WILMINGTON (910)256-6344
CAROLINA RESTAURANT GROUP, INC.
350 SOUTH COLLEGE ROAD, WILMINGTON (910)452-0390
CAROLINA RESTAURANT GROUP, INC.
5140 S COLLEGE RD, WILMINGTON (910)791-2367
CAROLINA RESTAURANT GROUP, INC.
8215 MARKET STREET, WILMINGTON (910)686-9954
CAROLINA RESTAURANT GROUP, INC.
630 W. FIRETOWER ROAD, WINTERVILLE (252)321-9228
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
2209 OAK RIDGE RD., OAK RIDGE (336)643-7377
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
1533 FREEWAY DRIVE, REIDSVILLE (336)349-4884
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
5170 REIDSVILLE RD., WALKERTOWN (336)595-2479
COMPASS GROUP USA, INC.
8845 CRAVER RD., CHARLOTTE (704)687-7046
D6, INC.
923 JOHNSTON PARKWAY, KENLY (919)502-7069
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1343 KILDAIRE FARM RD, CARY (919)467-1407
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
10197 HIGHWAY 70 EAST, CLAYTON (919)938-8400
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1546 NC HWY 56, CREEDMOOR (919)528-3997
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
108 N. BERKELEY BLVD., GOLDSBORO (919)778-5269
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2200 WAYNE MEMORIAL DR, GOLDSBORO (919)735-6114
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
375 S. CHURTON ST., HILLSBOROUGH (919)732-6555
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
3715 WESTERN BLVD., RALEIGH (919)821-3099
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
4105 WAKE FOREST ROAD, RALEIGH (919)872-5270
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
4750 CAPITAL BLVD., RALEIGH (919)876-9228
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
6611 GLENWOOD AVE, RALEIGH (919)782-1065
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
8209 CREEDMOOR ROAD, RALEIGH (919)676-2320
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
735 MADISON BLVD, ROXBORO (336)597-2488
DELIGHT RALEIGH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2297 WENDELL FALLS PKWY, WENDELL (0)-
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1558 E MEMORIAL DRIVE, AHOSKIE (252)332-8633
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1900 LAKE PINE DRIVE, APEX (919)387-8640
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1213 N.W. MAYNARD RD, CARY (919)468-0919

EXHIBIT R-1 Operating Outlets By State

DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1809 N HARRISON AVE, CARY (919)677-0039
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2964 KILDAIRE FARM ROAD, CARY (919)363-5748
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
5402 SOUTH MIAMI BLVD, DURHAM (919)474-0017
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1374 NORTH MAIN STREET, FUQUAY VARINA (919)557-0139
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
7132 US HIGHWAY 64E, KNIGHTDALE (919)266-0917
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2007 NW CARY PARKWAY, MORRISVILLE (919)465-1979
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1150 EDWARDS MILL RD, RALEIGH (919)854-4491
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
7200 SIX FORKS ROAD, RALEIGH (919)676-8933
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
7460 LOUISBURG ROAD, RALEIGH (919)713-0810
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
949 N.WESLEYAN BLVD, ROCKY MOUNT (252)985-3440
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1113 W. 15TH ST., WASHINGTON (252)946-7034
DELIGHT RALEIGH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
803 E BLVD, WILLIAMSTON (252)792-4992
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
790 W. WILLIAMS STREET, APEX (919)367-9483
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
12300 NC HWY. 210, BENSON (919)209-0193
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1808 S. MIAMI BOULEVARD, DURHAM (919)957-4887
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
594 JACKSON ROAD, ERWIN (910)891-1163
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1020 TIMBER DRIVE EAST, GARNER (919)457-9999
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
181 GRAND HILL PLACE, HOLLY SPRINGS (919)577-6162
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1165 N. MAIN ST., LILLINGTON (910)814-0638
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
328 S. BICKETT BLVD., LOUISBURG (919)496-2214
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2900 NEUSE BLVD, NEW BERN (252)288-5703
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
4510 FAYETTEVILLE RD, RALEIGH (919)661-0667
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
8000 POOLER AVE, RALEIGH (919)900-8989
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
101 RIVER OAKS DRIVE, TARBORO (252)641-4070
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
12430 CAPITAL BOULEVARD, WAKE FOREST (919)562-2349
DELIGHT RALEIGH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2815 RALEIGH ROAD PKWY W, WILSON (252)399-0010
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
510 VIRGINIA ROAD, EDENTON (252)482-1045
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
101 NC 581 HWY NORTH, GOLDSBORO (919)750-8158
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
557 US HWY 70 W, HAVELOCK (252)444-2050
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
5075 US HWY 70 W, MOREHEAD CITY (252)726-2769
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
4023 DAVIS DRIVE, MORRISVILLE (919)460-3966
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
306 NC HWY 55 WEST, MOUNT OLIVE (919)658-7101
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1200 EASTERN AVENUE, NASHVILLE (252)459-8600
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
3701 NEW BERN AVE, RALEIGH (919)250-6034
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
8050 TEN-TEN ROAD, RALEIGH (919)329-8224
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
391 US HIGHWAY 70 WEST, SELMA (919)965-6747
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2091 S. MAIN STREET, WAKE FOREST (919)569-2133
DELIGHT RALEIGH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
800 US 301 N, WILSON (252)640-2031
FFC LIMITED PARTNERSHIP
1648 HENDERSONVILLE RD, ASHEVILLE (828)274-2483
FFC LIMITED PARTNERSHIP
265 SMOKEY PARK HWY, ASHEVILLE (828)665-0440
FFC LIMITED PARTNERSHIP
776 BILTMORE AVE., ASHEVILLE (828)258-0366
FFC LIMITED PARTNERSHIP
935 ASHVILLE HWY, BREVARD (828)884-7901
FFC LIMITED PARTNERSHIP
708 CHAMPION DRIVE, CANTON (828)492-0601
FFC LIMITED PARTNERSHIP
341 HIGHWAY 64 WEST, CASHIERS (828)743-7777
FFC LIMITED PARTNERSHIP
255 W. MILL STREET, COLUMBUS (828)894-5269
FFC LIMITED PARTNERSHIP
7720 SOSSOMAN LANE NORTHWEST, CONCORD (704)979-1108
FFC LIMITED PARTNERSHIP
1309 N NC16 HWY, CONOVER (704)325-3728
FFC LIMITED PARTNERSHIP
258 NORTH HIGHWAY 16, DENVER (704)489-0760
FFC LIMITED PARTNERSHIP
1046 GEORGIA HIGHWAY, FRANKLIN (828)369-0881
FFC LIMITED PARTNERSHIP
4800 HICKORY BLVD, GRANITE FALLS (828)396-2054
FFC LIMITED PARTNERSHIP
4960 HIGHWAY 49, HARRISBURG (980)258-0558
FFC LIMITED PARTNERSHIP
1500 FOUR SEASONS BLVD., HENDERSONVILLE (828)697-0095
FFC LIMITED PARTNERSHIP
607 SPARTANBURG HWY, HENDERSONVILLE (828)693-5935
FFC LIMITED PARTNERSHIP
1311 2ND ST NE, HICKORY (828)679-1270
FFC LIMITED PARTNERSHIP
1743 HIGHWAY 70 S.E., HICKORY (828)325-0000
FFC LIMITED PARTNERSHIP
3075 HICKORY BOULEVARD, HUDSON (828)728-5113
FFC LIMITED PARTNERSHIP
13810 INDEPENDENCE BLVD, INDIAN TRAIL (704)821-1799
FFC LIMITED PARTNERSHIP
1630 NC HIGHWAY 67, JONESVILLE (336)835-9214
FFC LIMITED PARTNERSHIP
2970 DALE EARNHARDT BLVD, KANNAPOLIS (704)932-8294
FFC LIMITED PARTNERSHIP
590 KANNAPOLIS PARKWAY, KANNAPOLIS (980)255-8262
FFC LIMITED PARTNERSHIP
713 YORK ROAD, KINGS MOUNTAIN (704)730-1685
FFC LIMITED PARTNERSHIP
1505 YADKINVILLE RD, MOCKSVILLE (336)751-1717
FFC LIMITED PARTNERSHIP
361 WEST PLAZA DRIVE, MOORESVILLE (704)664-6288
FFC LIMITED PARTNERSHIP
570 BRAWLEY SCHOOL RD., MOORESVILLE (704)660-1515
FFC LIMITED PARTNERSHIP
316 2ND ST., NORTH WILKESBORO (336)838-1105
FFC LIMITED PARTNERSHIP
900 LINDEN AVENUE, OXFORD (919)693-9063
FFC LIMITED PARTNERSHIP
159 TURNERSBURG HWY, STATESVILLE (704)380-3484
FFC LIMITED PARTNERSHIP
353 E. MAIN ST, SYLVA (828)586-0428
FFC LIMITED PARTNERSHIP
572 NC 16 S, TAYLORSVILLE (828)632-3889
FFC LIMITED PARTNERSHIP
1000 KEMBLE ST, WAXHAW (704)256-4130
FFC LIMITED PARTNERSHIP
551 RUSS AVE., WAYNESVILLE (828)452-2767
FFC LIMITED PARTNERSHIP
39 FAIRFIELD APPROACH DRIVE, WEAVERVILLE (828)484-9522
FFC LIMITED PARTNERSHIP
1380 MOUNT JEFFERSON ROAD, WEST JEFFERSON (336)246-2594
PILOT TRAVEL CENTERS LLC
801 NC HWY 211 E, CANDOR (910)974-4983
PILOT TRAVEL CENTERS LLC
1044 JIMMY KERR ROAD, HAW RIVER (336)578-9940
PILOT TRAVEL CENTERS LLC
907 KNOX ROAD, MCLEANSVILLE (336)698-9445
PILOT TRAVEL CENTERS LLC
1018 CHARLOTTE HWY, TROUTMAN (704)528-5825
SB&J ENTERPRISES, INC., RHONDA P. JOHNSON, Z. SUE JOHNSON, Z. YOLANDA JOHNSON
5501 BIRMINGHAM PKWY, CHARLOTTE (704)359-9214
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
147 NC HIGHWAY 801 N, ADVANCE (743)444-4303
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
1429 LEWISVILLE - CLEMMONS RD, CLEMMONS (336)712-2455
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
6400 SESSIONS CT, CLEMMONS (336)766-8417
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
3107 SHANNON ROAD, DURHAM (919)493-4115

SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
3527 HILLSBOROUGH RD., DURHAM (919)383-6794
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
3814 N. DUKE STREET, DURHAM (919)471-3401
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
2517 BATTLEGROUND AVE, GREENSBORO (336)288-7992
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
3103 SANDS DRIVE, GREENSBORO (336)621-0450
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
3710 BATTLEGROUND PLAZA, GREENSBORO (336)545-3235
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
4805 W MARKET STREET, GREENSBORO (336)852-3500
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
913 SUMMIT AVENUE, GREENSBORO (336)373-0900
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
1468 HWY. 66 S., KERNERSVILLE (336)992-2836
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
723 S. MAIN STREET, KING (336)983-9098
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
1301 MEBANE OAKS ROAD, MEBANE (919)304-1277
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
2218 CLOVERDALE AVENUE, WINSTON SALEM (336)721-0720
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
2735 REYNOLDA RD, WINSTON SALEM (336)723-9978
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
3007 WAUGHTOWN ST., WINSTON SALEM (336)788-8408
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
3182 PETERS CREEK PARKWAY, WINSTON SALEM (336)771-0120
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
538 AKRON DR, WINSTON SALEM (336)767-9154
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
5457 GUMTREE RD., WINSTON SALEM (336)769-0899
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
5713 UNIVERSITY PKWY, WINSTON SALEM (336)744-0511
SUPERIOR RESTAURANT GROUP OF NORTH CAROLINA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
600 JONESTOWN ROAD, WINSTON SALEM (336)774-0226
TAR HEEL CAPITAL CORPORATION NO. 2
585 MERRIMON AVE, ASHEVILLE (828)258-2128
TAR HEEL CAPITAL CORPORATION NO. 2
591 NC HIGHWAY 9, BLACK MOUNTAIN (828)669-9451
TAR HEEL CAPITAL CORPORATION NO. 2
1016 BLOWING ROCK ROAD, BOONE (828)264-7550
TAR HEEL CAPITAL CORPORATION NO. 2
1508 CONCORD PKWY N, CONCORD (704)788-3009
TAR HEEL CAPITAL CORPORATION NO. 2
1809 FAIRGROVE CHURCH RD., CONOVER (828)469-5220
TAR HEEL CAPITAL CORPORATION NO. 2
639 S. VAN BUREN, EDEN (336)627-5085
TAR HEEL CAPITAL CORPORATION NO. 2
165 COMMERCIAL STREET, FOREST CITY (828)245-8820
TAR HEEL CAPITAL CORPORATION NO. 2
1517 DABNEY DR, HENDERSON (252)438-5992
TAR HEEL CAPITAL CORPORATION NO. 2
1210 US HIGHWAY 70 SW, HICKORY (828)327-3434
TAR HEEL CAPITAL CORPORATION NO. 2
1260 16TH ST., HICKORY (828)327-0196
TAR HEEL CAPITAL CORPORATION NO. 2
1106 S CANNON BLVD, KANNAPOLIS (704)938-7307
TAR HEEL CAPITAL CORPORATION NO. 2
130 BLOWING ROCK BLVD., LENOIR (828)758-7460
TAR HEEL CAPITAL CORPORATION NO. 2
1406 E. MAIN, LINCOLNTON (704)735-1997
TAR HEEL CAPITAL CORPORATION NO. 2
368 US 70 W, MARION (828)652-5370
TAR HEEL CAPITAL CORPORATION NO. 2
1245 W. ROOSEVELT BLVD., MONROE (704)289-1009
TAR HEEL CAPITAL CORPORATION NO. 2
1906 ROCKFORD STREET, MOUNT AIRY (336)786-6576
TAR HEEL CAPITAL CORPORATION NO. 2
1499 JULIAN R. ALLSBROOK HWY., ROANOKE RAPIDS (252)537-3600
TAR HEEL CAPITAL CORPORATION NO. 2
901 S LAFAYETTE ST, SHELBY (704)487-7209
TAR HEEL CAPITAL CORPORATION NO. 2
1807 E. BROAD ST., STATESVILLE (704)872-7919
TAR HEEL CAPITAL CORPORATION NO. 2
1301 S COLLEGIATE DR, WILKESBORO (336)667-1712
WEN CAROLINAS, LLC
1120 EAST BROAD AVE, ROCKINGHAM (910)562-9895
WEN CAROLINAS, LLC
306 E CASWELL ST, WADESBORO (704)994-8670
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
10004 S MAIN ST, ARCHDALE (336)434-8788
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
1515 E DIXIE DR, ASHEBORO (336)629-3988
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
623 W DIXIE DRIVE, ASHEBORO (336)629-0025
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
2214 ERIC LANE, BURLINGTON (336)570-3685
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
226 SOUTH GRAHAM HOPEDALE ROAD, BURLINGTON (336)227-0972
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
2423 SOUTH CHURCH, BURLINGTON (336)226-8677
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
100 S. GREENSBORO ST., CARRBORO (919)942-7015
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
100 SCARLET DR., CHAPEL HILL (919)967-8624
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
295 W NC HWY 54, DURHAM (919)544-5195
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
4819 NC HIGHWAY 55, DURHAM (919)544-1185
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
835 S MAIN STREET, GRAHAM (336)228-0710
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
1500 WEST LEE STREET, GREENSBORO (336)292-6066
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
2221 MARTIN LUTHER KING JR DR, GREENSBORO (336)333-9666
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
2519 RANDLEMAN RD, GREENSBORO (336)379-8079
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
3500 W GATE CITY BLVD, GREENSBORO (336)292-6600
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
3705 ELMSLEY COURT, GREENSBORO (336)334-7864
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
517 HICKORY RIDGE DR, GREENSBORO (336)882-2416
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
5700 W. GATE CITY BLVD, GREENSBORO (336)663-6693
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
2001 N MAIN ST, HIGH POINT (336)885-8621
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
2619 NC 68 HWY SOUTH, HIGH POINT (336)841-8688
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
2710 S MAIN ST, HIGH POINT (336)887-2202
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
1610 COTTON GROVE RD, LEXINGTON (336)237-0576
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
1000 AERIAL CENTER PARKWAY, MORRISVILLE (919)481-3650
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
1029 HIGH POINT STREET, RANDLEMAN (336)498-1466
WENDSCHMIDT NC, LLC, JUSTIN SCOTT SCHMIDT
1 CLONIGER DR., THOMASVILLE (336)472-2262

NORTH DAKOTA

WENDYS OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3120 N. 14TH ST., BISMARCK (701)222-8889
WENDYS OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
900 EAST BISMARCK EXPRESSWAY, BISMARCK (701)224-8304
WENDYS OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
3111 13TH AVE SW, FARGO (701)239-0356
WENDYS OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
4430 18TH AVENUE SW, FARGO (701)433-0651
WENDYS OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1519 S. BROADWAY, MINOT (701)852-2651
WENTANA EAST, LLC, PETER B. NISBET
325 19TH ST W, DICKINSON (701)483-9511
WRT, INC.
1503 S WASHINGTON, GRAND FORKS (701)772-6536
WRT, INC.
3760 32ND AVE. SOUTH, GRAND FORKS (701)738-8187

EXHIBIT R-1 Operating Outlets By State

OHIO

WENDYS OLD FASHIONED HAMBURGERS
- 3660 GENDER ROAD, CANAL WINCHESTER (614)837-6907
- 6250 PRENTISS SCHOOL ROAD, CANAL WINCHESTER (614)834-7901
- 1054 E. BROAD ST., COLUMBUS (614)251-8461
- 1100 DUBLIN ROAD, COLUMBUS (614)488-2963
- 1600 GEORGESVILLE SQUARE DR, COLUMBUS (614)851-1528
- 1851 W. HENDERSON ROAD, COLUMBUS (614)273-0082
- 2004 N. HIGH STREET, COLUMBUS (614)299-9840
- 2133 E. LIVINGSTON AVE., COLUMBUS (614)235-4693
- 2330 WESTBROOK DR, COLUMBUS (614)876-3674
- 2626 BETHEL ROAD, COLUMBUS (614)538-0822
- 3090 E MAIN ST, COLUMBUS (614)237-0775
- 3545 S. HIGH STREET, COLUMBUS (614)491-3536
- 3592 N. HIGH STREET, COLUMBUS (614)268-3149
- 4381 REFUGEE ROAD, COLUMBUS (614)861-4305
- 4989 RENNER ROAD, COLUMBUS (614)870-5177
- 5026 N. HIGH STREET, COLUMBUS (614)846-1728
- 5505 WEST BROAD STREET, COLUMBUS (614)853-2754
- 6740 E BROAD STREET, COLUMBUS (614)864-6007
- 7170 SAWMILL RD., COLUMBUS (614)764-1618
- 739 BETHEL ROAD, COLUMBUS (614)451-8504
- 799 S. HIGH STREET, COLUMBUS (614)444-5122
- 819 N NELSON ROAD, COLUMBUS (614)252-6453
- 8585 LYRA DRIVE, COLUMBUS (614)781-0741
- 4555 W. DUBLIN GRANVILLE ROAD, DUBLIN (614)799-2347
- 5047 TUTTLE CROSSING BLVD, DUBLIN (614)798-0033
- 6850 HOSPITAL DRIVE, DUBLIN (614)792-7466
- 1920 STRINGTOWN ROAD, GROVE CITY (614)875-1818
- 3065 LONDON-GROVEPORT ROAD, GROVE CITY (614)277-0251
- 3445 BROADWAY, GROVE CITY (614)871-5695
- 3996 SOUTH HAMILTON ROAD, GROVEPORT (614)836-7321
- 5900 GROVEPORT RD, GROVEPORT (614)491-8146
- 2516 HILLIARD ROME RD, HILLIARD (614)850-9680
- 4245 CEMETERY RD, HILLIARD (614)771-0545
- 708 COSHOCTON ST., JOHNSTOWN (740)967-0978
- 1105 WEST FIFTH STREET, MARYSVILLE (937)644-0551
- 15701 US HIGHWAY 36, MARYSVILLE (937)644-2929
- 7400 FODOR ROAD, NEW ALBANY (614)855-5101
- 5091 ALUM CREEK DRIVE, OBETZ (614)497-1442
- 1085 HILL ROAD NORTH, PICKERINGTON (614)863-4716
- 1350 CREEKSIDE LANE, PICKERINGTON (614)866-4505
- 7851 REFUGEE RD. NW, PICKERINGTON (614)834-8632
- 7310 SR 161, PLAIN CITY (614)733-0679
- 4003 POWELL ROAD, POWELL (614)336-8780
- 6195 GLICK RD., SHAWNEE HILLS (614)889-7471
- 5051 ASHVILLE ROAD, SOUTH BLOOMFIELD (740)983-2808
- 7272 EAST STATE RT 37, SUNBURY (740)548-4016
- 3040 NORTHWEST BLVD., UPPER ARLINGTON (614)459-2370
- 5771 MAXTOWN ROAD, WESTERVILLE (614)891-9738
- 589 S. STATE STREET, WESTERVILLE (614)891-9496
- 4595 EAST MAIN STREET, WHITEHALL (614)863-9276
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 1080 WEST MCPHERSON HWY, CLYDE (419)547-8782
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 1436 OAK HARBOUR, FREMONT (419)332-8926
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 200 HARDING WAY WEST, GALION (419)462-5003
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 600 RYE BEACH ROAD, HURON (419)433-2849
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 210 E PERRY STREET, PORT CLINTON (419)734-6095
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 324 W. PERKINS AV., SANDUSKY (419)626-3905
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 4209 MILAN ROAD, SANDUSKY (419)625-7964
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 535 WEST MARKET ST., TIFFIN (419)447-5271
- 535 WEST MARKET S-GROUP, INC., JOHN STOCK
  - 4372 LIBERTY AVE, VERMILION (440)967-8400

ABBEY S-GROUP, INC., BECKI J. STOCK, JOHN STOCK
- 104 COMMERCE DR, ANNA (937)394-7761

ABBEY S-GROUP, INC., BECKI J. STOCK, JOHN STOCK
- 1221 EAST ASH STREET, PIQUA (937)773-0087

ABBEY S-GROUP, INC., BECKI J. STOCK, JOHN STOCK
- 1326 WEST MICHIGAN STREET, SIDNEY (937)492-5696

ABBEY S-GROUP, INC., BECKI J. STOCK, JOHN STOCK
- 1725 RIDGE ROAD, SPRINGFIELD (937)505-7661

ABBEY S-GROUP, INC., BECKI J. STOCK, JOHN STOCK
- 2214 N. LIMESTONE, SPRINGFIELD (937)390-2330

ABBEY S-GROUP, INC., BECKI J. STOCK, JOHN STOCK
- 2411 E. MAIN STREET, SPRINGFIELD (937)323-4193

ABBEY S-GROUP, INC., BECKI J. STOCK, JOHN STOCK
- 305 W COLUMBIA, SPRINGFIELD (937)325-1833

AVI FOODSYSTEMS, INC.
- 9250 LIMERIDGE RD, MANTUA (0)-

AVI FOODSYSTEMS, INC.
- 9270 LIMERIDGE RD, MANTUA (0)-

AVI FOODSYSTEMS, INC.
- 1 UNIVERSITY PLAZA, YOUNGSTOWN (330)743-2953

BASEC MANAGEMENT, INC., CHRISTOPHER LANE, EMILY LANE
- 1833 W. STATE ST., ALLIANCE (330)821-4338

BASEC MANAGEMENT, INC., CHRISTOPHER LANE, EMILY LANE
- 11031 FAIROAKS BOULEVARD NE, BOLIVAR (330)874-3145

BASEC MANAGEMENT, INC., CHRISTOPHER LANE, EMILY LANE
- 519 CANTON ROAD, CARROLLTON (330)627-2104

BASEC MANAGEMENT, INC., CHRISTOPHER LANE, EMILY LANE
- 246 N. SECOND STREET, COSHOCTON (740)295-9977

BASEC MANAGEMENT, INC., CHRISTOPHER LANE, EMILY LANE
- 1051 N TUSCARAWAS AVE, DOVER (330)364-0073

BASEC MANAGEMENT, INC., CHRISTOPHER LANE, EMILY LANE
- 1412 4TH ST NW, NEW PHILADELPHIA (330)364-5991

BASEC MANAGEMENT, INC., CHRISTOPHER LANE, EMILY LANE
- 110 MORRIS XING, NEWCOMERSTOWN (740)498-4327

BASEC MANAGEMENT, INC., CHRISTOPHER LANE, EMILY LANE
- 1705 JARED DRIVE, UHRICHSVILLE (740)922-2196

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 1266 CANTON RD, AKRON (330)784-2630

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 1521 S. ARLINGTON ST., AKRON (330)786-1226

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 2060 MOGADORE ROAD, AKRON (330)784-4891

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 275 E MARKET ST, AKRON (330)762-8753

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 3193 MANCHESTER ROAD, AKRON (330)645-9660

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 215 BARRINGTON TOWNE SQUARE, AURORA (330)995-0808

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 460 HOWE AVENUE, CUYAHOGA FALLS (330)929-1011

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 126 FLIGHT MEMORIAL DRIVE, FAIRLAWN (330)668-6069

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 915 W. MAPLE STREET, HARTVILLE (330)877-0047

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 4244 STATE ROUTE 43, KENT (330)678-3726

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 515 E. MAIN STREET, KENT (330)673-1326

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 660 EAST AURORA RD, MACEDONIA (330)467-0686

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 3178 GREENWICH RD, NORTON (330)825-0430

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 5740 BROADVIEW, PARMA (216)351-1310

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 4151 LYNN RD, RAVENNA (330)325-3300

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 988 MAIN STREET, RAVENNA (330)296-2821

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 1051 W. GRAHAM STREET, STOW (330)923-2682

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 4305 KENT ROAD, STOW (330)688-6060

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 5025 DARROW ROAD, STOW (330)655-2711

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
- 9717 STATE ROUTE 14, STREETSBORO (234)200-0234

EXHIBIT R-1 Operating Outlets By State

BE WORTHY FOODS AKRON, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
2363 EAST AURORA ROAD, TWINSBURG (330)963-5105
BE WORTHY FOODS, LLC, DIANA DOWLING, JOHN C. STULL II, PATRICIA STULL
3239 S. ARLINGTON ROAD, AKRON (330)645-0468
BETTER FOOD SYSTEMS, INC.
700 SOUTH MAIN, BELLEFONTAINE (937)593-3377
BETTER FOOD SYSTEMS, INC.
544 EAST MARKET, CELINA (419)586-6800
BETTER FOOD SYSTEMS, INC.
1819 E. 2ND ST., DEFIANCE (419)782-0603
BETTER FOOD SYSTEMS, INC.
500 TIFFIN AVE., FINDLAY (419)423-7532
BETTER FOOD SYSTEMS, INC.
740 TRENTON AVE., FINDLAY (419)422-8683
BETTER FOOD SYSTEMS, INC.
501 N. WAGNER AVE., GREENVILLE (937)548-6006
BETTER FOOD SYSTEMS, INC.
200 SOUTH DETROIT ST., KENTON (419)673-0055
BETTER FOOD SYSTEMS, INC.
734 SCIOTO ST., URBANA (937)652-1104
BETTER FOOD SYSTEMS, INC.
1411 BELLEFONTAINE ST., WAPAKONETA (419)738-9383
BG MAIN, LTD.
1094 S. MAIN ST, BOWLING GREEN (419)352-0083
BG WOOSTER, LTD.
1504 WOOSTER ST, BOWLING GREEN (419)352-8807
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
1110 MARKET AVENUE N, CANTON (330)452-2931
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
1301 30TH STREET NW, CANTON (330)492-3044
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
3217 WHIPPLE AVE NW, CANTON (330)493-7509
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
4040 GREENTREE AVENUE S.W., CANTON (330)484-2619
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
4699 EVERHARD RD. NW, CANTON (330)492-3722
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
5017 WEST TUSCARAWAS STREET, CANTON (330)479-1061
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
915 N CHAPEL ST, LOUISVILLE (330)575-2756
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
1801 LINCOLN WAY E, MASSILLON (330)833-2645
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
50 MASSILLON MARKET PLACE DR., MASSILLON (330)830-9771
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
4773 PORTAGE STREET NW, NORTH CANTON (330)499-0636
CANTON S-GROUP, LTD., BECKI J. STOCK, JOHN STOCK
6501 MARKET AVE. NORTH, NORTH CANTON (330)244-9193
CROSS COMPASS, LTD., REBECCA L. WILLIAMS
27240 CROSSROADS PARKWAY, ROSSFORD (419)872-2552
DIXON MANAGEMENT ANDERSON, INC.
8660 BEECHMONT AVE, CINCINNATI (513)388-0033
DIXON MANAGEMENT BYPASS, INC.
1091 STATE ROUTE 28, MILFORD (513)248-8233
DIXON MANAGEMENT LOVELAND, INC.
10601 LOVELAND-MADEIRA RD, LOVELAND (513)677-0049
DIXON MANAGEMENT MONTGOMERY, INC.
10765 MONTGOMERY RD, CINCINNATI (513)530-0163
DIXON MANAGEMENT PARKWAY, INC.
75 RIVERS EDGE, MILFORD (513)965-0583
HAZA FOODS OF NORTHEAST, LLC
200 WEST MAIN STREET, AMELIA (513)904-6030
HAZA FOODS OF NORTHEAST, LLC
604 NORTH LEVITT, AMHERST (440)985-1680
HAZA FOODS OF NORTHEAST, LLC
1040 PROSPECT ROAD, ASHTABULA (440)998-1223
HAZA FOODS OF NORTHEAST, LLC
1146 MARIAN DRIVE, BATAVIA (513)718-2845
HAZA FOODS OF NORTHEAST, LLC
2108 JAMES E SAUL DR, BATAVIA (513)457-5684
HAZA FOODS OF NORTHEAST, LLC
621 W. PLANE ST., BETHEL (513)734-0794
HAZA FOODS OF NORTHEAST, LLC
3640 HARRISON AVE., CHEVIOT (513)429-7637
HAZA FOODS OF NORTHEAST, LLC
1015 GEST STREET, CINCINNATI (513)241-2458
HAZA FOODS OF NORTHEAST, LLC
10152 COLERAIN AVENUE, CINCINNATI (513)253-0858
HAZA FOODS OF NORTHEAST, LLC
10775 READING ROAD, CINCINNATI (513)769-6789
HAZA FOODS OF NORTHEAST, LLC
11007 REED HARTMAN HWY, CINCINNATI (513)253-0768
HAZA FOODS OF NORTHEAST, LLC
11898 CHASE PLZ, CINCINNATI (513)851-1502
HAZA FOODS OF NORTHEAST, LLC
1246 HOPPLE STREET, CINCINNATI (513)681-0500
HAZA FOODS OF NORTHEAST, LLC
2230 NORTHLAND BLVD, CINCINNATI (513)429-7531
HAZA FOODS OF NORTHEAST, LLC
2238 BEECHMONT AVE, CINCINNATI (513)906-8695
HAZA FOODS OF NORTHEAST, LLC
3994 RED BANK ROAD, CINCINNATI (513)904-6998
HAZA FOODS OF NORTHEAST, LLC
4559 EASTGATE BLVD., CINCINNATI (513)752-9225
HAZA FOODS OF NORTHEAST, LLC
5066 DELHI PIKE, CINCINNATI (513)898-3343
HAZA FOODS OF NORTHEAST, LLC
5330 RIDGE AVE., CINCINNATI (513)206-8559
HAZA FOODS OF NORTHEAST, LLC
5460 NORTH BEND ROAD, CINCINNATI (513)426-7928
HAZA FOODS OF NORTHEAST, LLC
6243 GLENWAY AVE., CINCINNATI (513)813-4296
HAZA FOODS OF NORTHEAST, LLC
7289 KENWOOD RD., CINCINNATI (513)253-0598
HAZA FOODS OF NORTHEAST, LLC
8234 COLERAIN AVE, CINCINNATI (513)813-4293
HAZA FOODS OF NORTHEAST, LLC
8240 VINE STREET, CINCINNATI (513)821-3038
HAZA FOODS OF NORTHEAST, LLC
855 WILLIAM HOWARD TAFT ROAD, CINCINNATI (513)751-1334
HAZA FOODS OF NORTHEAST, LLC
912 WEST GALBRAITH ROAD, CINCINNATI (513)906-8694
HAZA FOODS OF NORTHEAST, LLC
12000 BUCKEYE RD, CLEVELAND (216)561-0444
HAZA FOODS OF NORTHEAST, LLC
1331 W. 117TH STREET, CLEVELAND (216)521-6211
HAZA FOODS OF NORTHEAST, LLC
14015 LORAIN AVE., CLEVELAND (216)252-1990
HAZA FOODS OF NORTHEAST, LLC
2937 LORAIN RD., CLEVELAND (216)651-4666
HAZA FOODS OF NORTHEAST, LLC
3735 PEARL ROAD, CLEVELAND (216)741-1990
HAZA FOODS OF NORTHEAST, LLC
4602 NORTHFIELD ROAD, CLEVELAND (216)332-0485
HAZA FOODS OF NORTHEAST, LLC
5815 ST. CLAIR AVE., CLEVELAND (216)881-1990
HAZA FOODS OF NORTHEAST, LLC
6330 BROOKPARK RD, CLEVELAND (216)661-6636
HAZA FOODS OF NORTHEAST, LLC
8104 BROADWAY, CLEVELAND (216)883-1990
HAZA FOODS OF NORTHEAST, LLC
13246 CEDAR ROAD, CLEVELAND HEIGHTS (216)502-3404
HAZA FOODS OF NORTHEAST, LLC
5200 ABBE ROAD, ELYRIA (440)934-7666
HAZA FOODS OF NORTHEAST, LLC
525 CLEVELAND ST., ELYRIA (440)365-8805
HAZA FOODS OF NORTHEAST, LLC
558 GRISWOLD, ELYRIA (440)324-6640
HAZA FOODS OF NORTHEAST, LLC
250 E. 222ND STREET, EUCLID (216)731-8821
HAZA FOODS OF NORTHEAST, LLC
7311 DIXIE HWY, FAIRFIELD (513)795-8962
HAZA FOODS OF NORTHEAST, LLC
5251 TURNEY ROAD, GARFIELD HEIGHTS (216)662-1685
HAZA FOODS OF NORTHEAST, LLC
1782 SOUTH BROADWAY, GENEVA (440)466-0977
HAZA FOODS OF NORTHEAST, LLC
3802 HAMILTON-CLEVES RD, HAMILTON (513)279-4047
HAZA FOODS OF NORTHEAST, LLC
900 N HIGH ST, HILLSBORO (937)402-2598
HAZA FOODS OF NORTHEAST, LLC
6899 ROCKSIDE ROAD, INDEPENDENCE (216)520-0566
HAZA FOODS OF NORTHEAST, LLC
9537 MANGHAM DRIVE, LINCOLN HEIGHTS (513)488-1159
HAZA FOODS OF NORTHEAST, LLC
1410 COLORADO AVE, LORAIN (440)288-0910
HAZA FOODS OF NORTHEAST, LLC
3988 STATE ROUTE 22 3, LOVELAND (513)274-9667
HAZA FOODS OF NORTHEAST, LLC
54 E. GRANDIN RD., MAINEVILLE (513)583-5971
HAZA FOODS OF NORTHEAST, LLC
5360 WARRENSVILLE CENTER ROAD, MAPLE HEIGHTS (216)332-0156
HAZA FOODS OF NORTHEAST, LLC
1155 READING ROAD, MASON (513)234-4588
HAZA FOODS OF NORTHEAST, LLC
5316 KINGS ISLAND DRIVE, MASON (513)336-6159
HAZA FOODS OF NORTHEAST, LLC
8200 ARBOR SQUARE DR., MASON (513)234-4037

EXHIBIT R-1 Operating Outlets By State

HAZA FOODS OF NORTHEAST, LLC
9812 ESCORT DRIVE, MASON (513)716-1979
HAZA FOODS OF NORTHEAST, LLC
1374 SOM CENTER, MAYFIELD HEIGHTS (440)461-7718
HAZA FOODS OF NORTHEAST, LLC
15170 E. BAGLEY, MIDDLEBURG HEIGHTS (440)885-4980
HAZA FOODS OF NORTHEAST, LLC
201 STERLING RUN BLVD., MOUNT ORAB (937)483-4485
HAZA FOODS OF NORTHEAST, LLC
3478 RIVER HILLS DRIVE, NEWTOWN (513)271-6692
HAZA FOODS OF NORTHEAST, LLC
26650 LORAIN RD, NORTH OLMSTED (440)777-7171
HAZA FOODS OF NORTHEAST, LLC
34323 CENTER RIDGE, NORTH RIDGEVILLE (440)327-2113
HAZA FOODS OF NORTHEAST, LLC
4474 MONTGOMERY ROAD, NORWOOD (513)904-6995
HAZA FOODS OF NORTHEAST, LLC
23050 BROADWAY, OAKWOOD (440)232-9009
HAZA FOODS OF NORTHEAST, LLC
27400 CHAGRIN BLVD., ORANGE (216)292-3852
HAZA FOODS OF NORTHEAST, LLC
6970 RIDGE ROAD, PARMA (440)843-7717
HAZA FOODS OF NORTHEAST, LLC
6530 PEARL ROAD, PARMA HEIGHTS (440)991-1075
HAZA FOODS OF NORTHEAST, LLC
820 RICHMOND RD, RICHMOND HEIGHTS (216)291-2525
HAZA FOODS OF NORTHEAST, LLC
21250 CENTER RIDGE RD., ROCKY RIVER (440)333-4377
HAZA FOODS OF NORTHEAST, LLC
4910 VINE ST, SAINT BERNARD (513)242-6074
HAZA FOODS OF NORTHEAST, LLC
3516 WARRENSVILLE CENTER ROAD, SHAKER HEIGHTS (216)553-4192
HAZA FOODS OF NORTHEAST, LLC
11960 LEBANON ROAD, SHARONVILLE (513)904-6015
HAZA FOODS OF NORTHEAST, LLC
34165 AURORA ROAD, SOLON (440)991-1273
HAZA FOODS OF NORTHEAST, LLC
4037 MAYFIELD ROAD, SOUTH EUCLID (216)291-4242
HAZA FOODS OF NORTHEAST, LLC
14944 PEARL RD, STRONGSVILLE (440)238-6690
HAZA FOODS OF NORTHEAST, LLC
5909 MULHAUSER ROAD, WEST CHESTER (513)874-3134
HAZA FOODS OF NORTHEAST, LLC
8342 PRINCETON GLENDALE RD, WEST CHESTER (513)275-1764
HAZA FOODS OF NORTHEAST, LLC
29778 DETROIT ROAD, WESTLAKE (440)892-8946
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
1120 EAST HIGH STREET, BRYAN (419)636-3027
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
607 WOOD DRIVE, NAPOLEON (419)592-6363
HOLLAND-BUERK ENTERPRISES, INC., RICHARD W. HOLLAND
1442 SHOOP AVENUE, WAUSEON (419)335-7707
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
201 MARION PIKE, COAL GROVE (740)533-3000
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
100 N 4TH ST, IRONTON (740)533-0179
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
480 E MAIN STREET, JACKSON (740)286-6221
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
10690 STATE ROUTE 23, LUCASVILLE (740)259-2700
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
2528 GALLIA STREET, PORTSMOUTH (740)354-1313
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
2910 SCIOTO TRAIL, PORTSMOUTH (740)353-2949
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
400 E EMMITT AVE, WAVERLY (740)947-4000
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
822 SOUTH PENNSYLVANIA AVENUE, WELLSTON (740)384-3373
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
11123 US ROUTE 41, WEST UNION (937)544-4646
J.A.G.S., INC., AARON THOMAS SCHMIDT, D. SCOTT SCHMIDT, D. SCOTT SCHMIDT, in his capacity as Trustee
316 CENTER ST, WHEELERSBURG (740)574-8188
LANCHECK, LLC, GARY A. ROZANCZYK, SGR RESTAURANTS, LLC, SUSAN RA
1490 N. CASSADY AVE, COLUMBUS (614)478-2686
LANCHECK, LLC, GARY A. ROZANCZYK, SGR RESTAURANTS, LLC, SUSAN RA
2061 E. DUBLIN-GRANVILLE, COLUMBUS (614)846-1799
LANCHECK, LLC, GARY A. ROZANCZYK, SGR RESTAURANTS, LLC, SUSAN RA
3906 MORSE ROAD, COLUMBUS (614)478-1502
LANCHECK, LLC, GARY A. ROZANCZYK, SGR RESTAURANTS, LLC, SUSAN RA
5970 N HAMILTON RD, COLUMBUS (614)775-6495
LANCHECK, LLC, GARY A. ROZANCZYK, SGR RESTAURANTS, LLC, SUSAN RA
1309 N HAMILTON ROAD, GAHANNA (614)478-7797
LANCHECK, LLC, GARY A. ROZANCZYK, SGR RESTAURANTS, LLC, SUSAN RA
77 GRANVILLE STREET, GAHANNA (614)475-4138
LANCHECK, LLC, GARY A. ROZANCZYK, SGR RESTAURANTS, LLC, SUSAN RA
6781 E. MAIN STREET, REYNOLDSBURG (614)868-9913
MEDINA COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
3309 CENTER ROAD, BRUNSWICK (330)225-3979
MEDINA COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
970 STATE RT 97, LEXINGTON (419)886-3553
MEDINA COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
3067 MEDINA ROAD, MEDINA (330)722-8422
MEDINA COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
933 NORTH COURT ST., MEDINA (330)722-7600
MEDINA COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
125 GREAT OAK TRL, WADSWORTH (330)331-4970
MID-OHIO RESTAURANT MANAGEMENT III, INC., JAMES R. HARRIS, JR., STEPHANIE GOODRICH-HARRIS
380 RICHLAND AVE, ATHENS (740)592-2545
MID-OHIO RESTAURANT MANAGEMENT III, INC., JAMES R. HARRIS, JR., STEPHANIE GOODRICH-HARRIS
930 EAST STATE ST., ATHENS (740)594-7995
MID-OHIO RESTAURANT MANAGEMENT III, INC., JAMES R. HARRIS, JR., STEPHANIE GOODRICH-HARRIS
4410 COONPATH ROAD, CARROLL (740)756-7625
MID-OHIO RESTAURANT MANAGEMENT III, INC., JAMES R. HARRIS, JR., STEPHANIE GOODRICH-HARRIS
170 E. BOWEN ST., LOGAN (740)385-4894
NEW WEN, INC., MICHAEL L. SIMMERMAN
530 HEBRON RD, HEATH (740)522-6411
NEW WEN, INC., MICHAEL L. SIMMERMAN
10 S.SECOND ST, NEWARK (740)345-3240
NEW WEN, INC., MICHAEL L. SIMMERMAN
1415 N.21ST ST, NEWARK (740)366-3707
NEW WEN, INC., MICHAEL L. SIMMERMAN
204 CHERRY VALLEY RD NE, NEWARK (740)587-1305
NEW WEN, INC., MICHAEL L. SIMMERMAN
55 DAYTON ROAD, NEWARK (740)349-7585
NEW WEN, INC., MICHAEL L. SIMMERMAN
45 EAST BROAD STREET, PATASKALA (740)927-2514
OREGON NORTH, LTD.
2907 NAVARRE AVE, OREGON (419)698-5206
OXFORD WATERTOWER, INC., BERNARD J. RUMPKE, CHRISTOPHER M. RODBRO
5142 COLLEGE CORNER PIKE, OXFORD (513)523-3190
PERTORIA, INC., REBECCA L. WILLIAMS
1104 COUNTYLINE ST, FOSTORIA (419)435-6485
PERTORIA, INC., REBECCA L. WILLIAMS
26630 DIXIE HIGHWAY, PERRYSBURG (419)872-2523
PILOT TRAVEL CENTERS LLC
10048 AVON LAKE ROAD, BURBANK (330)948-4574
PILOT TRAVEL CENTERS LLC
3600 INTERCHANGE ROAD, COLUMBUS (614)308-9672
PILOT TRAVEL CENTERS LLC
3140 OH-350, LEBANON (513)933-0315
PILOT TRAVEL CENTERS LLC
5219 BRECKSVILLE RD, RICHFIELD (330)659-2010
PRIMARY AIM, LLC
910 EAST MAIN STREET, BARNESVILLE (740)425-1425
PRIMARY AIM, LLC
10281 HEBRON RD, BUCKEYE LAKE (740)928-4500
PRIMARY AIM, LLC
636 LINCOLN, CADIZ (740)942-3096
PRIMARY AIM, LLC
1708 SOUTHGATE PKWY, CAMBRIDGE (740)439-5455
PRIMARY AIM, LLC
2180 E. WHEELING AVENUE, CAMBRIDGE (740)432-8195
PRIMARY AIM, LLC
102 N BRIDGE ST., CHILLICOTHE (740)772-4336
PRIMARY AIM, LLC
1137 E. MAIN STREET, CHILLICOTHE (740)775-0956
PRIMARY AIM, LLC
1490 N BRIDGE ST, CHILLICOTHE (740)851-4604
PRIMARY AIM, LLC
15957 ST RT 170, EAST LIVERPOOL (330)385-6198
PRIMARY AIM, LLC
1121 MEMORIAL DR, LANCASTER (740)653-0904
PRIMARY AIM, LLC
1200 E.MAIN ST, LANCASTER (740)654-1930

EXHIBIT R-1 Operating Outlets By State

PRIMARY AIM, LLC
402 AETNA STREET, MARTINS FERRY (740)633-1976
PRIMARY AIM, LLC
560 CARROLL ST., NEW LEXINGTON (740)342-4860
PRIMARY AIM, LLC
2388 E STATE STREET, SALEM (330)332-1304
PRIMARY AIM, LLC
50707 VALLEY FRONTAGE ROAD, ST. CLAIRSVILLE (740)695-0018
PRIMARY AIM, LLC
2206 SUNSET BLVD., STEUBENVILLE (740)264-0596
PRIMARY AIM, LLC
100 MAIN STREET, WINTERSVILLE (740)264-5044
PRIMARY AIM, LLC
2027 MAYSVILLE AVE., ZANESVILLE (740)453-0000
PRIMARY AIM, LLC
214 UNDERWOOD STREET, ZANESVILLE (740)452-7076
PRIMARY AIM, LLC
3111 MAPLE AVE, ZANESVILLE (740)452-8380
PRIMARY AIM, LLC
4965 EAST PIKE, ZANESVILLE (740)452-8002
RICHLAND COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
1145 ASHLAND RD., MANSFIELD (419)589-9002
RICHLAND COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
1372 LEXINGTON AVENUE, MANSFIELD (419)774-9767
RICHLAND COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
2450 POSSUM RUN RD, MANSFIELD (419)756-8520
RICHLAND COUNTY FOODS, INC., THOMAS A. HENNINGS, WILLIAM M. HENNINGS
653 N LEXINGTON SPRINGMILL RD, MANSFIELD (419)529-6464
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
3220 DAYTON-XENIA RD., BEAVERCREEK (937)412-2170
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
510 UPPER LEWISBURG, BROOKVILLE (937)683-4041
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
1019 SOUTH MAIN STREET, CENTERVILLE (937)306-7431
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
6199 WILMINGTON PIKE, CENTERVILLE (937)412-2158
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
7200 HOKE ROAD, CLAYTON (937)412-2156
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
1507 WAYNE AVENUE, DAYTON (937)502-4262
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
1780 WOODMAN DRIVE, DAYTON (937)965-0750
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
1880 EAST DOROTHY LANE, DAYTON (937)502-4270
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
2120 EDWIN C. MOSES, DAYTON (937)222-1255
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
2311 NEEDMORE ROAD, DAYTON (937)401-8660
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
2944 HARSHMAN ROAD, DAYTON (937)412-2157
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
2948 MIAMISBURG CENTERVILLE RD, DAYTON (937)306-7428
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
3420 SALEM AVENUE, DAYTON (937)679-4176
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
4465 INDIAN RIPPLE ROAD, DAYTON (937)458-0082
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
4873 AIRWAY ROAD, DAYTON (937)502-4268
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
4997 NORTH MAIN STREET, DAYTON (937)204-1594
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
7435 BRANDT PIKE, DAYTON (937)306-7856
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
1521 NORTH BARRON STREET, EATON (937)683-4047
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
606 SOUTH MAIN STREET, ENGLEWOOD (937)771-6478
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
1235 EAST DAYTON YELLOW SPRINGS RD, FAIRBORN (937)412-0057
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
3084 COLONEL GLENN HWY, FAIRBORN (937)458-3880
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
393 NORTH BROAD STREET, FAIRBORN (937)412-0100
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
6805 FRANKLIN-LEBANON ROAD, FRANKLIN (937)743-1274
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
8201 ST. RT. 235, HUBER HEIGHTS (937)878-7314
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
4003 WILMINGTON PIKE, KETTERING (937)329-9965
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
220 SOUTH HEINCKE ROAD, MIAMISBURG (937)353-7078
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
3190 TOWNE BLVD, MIDDLETOWN (513)422-8020
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
1265 HAMILTON-LEBANON RD., MONROE (513)539-6955
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
3001 SOUTH DIXIE DRIVE, MORAINE (937)401-8665
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
890 W CENTRAL AVENUE, SPRINGBORO (937)746-7686
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
3 WELLER DRIVE, TIPP CITY (937)552-2462
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
1300 ARCHER DRIVE, TROY (937)552-2459
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
825 W MAIN STREET, TROY (937)552-2430
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
383 E NATIONAL ROAD, VANDALIA (937)552-2629
SQUARE PATTY OF OHIO, LLC, SANJAY MEHRA
731 EAST CENTRAL AVENUE, WEST CARROLLTON (937)353-7084
T & C FOODS, INC.
185 SOUTH SANDUSKY STREET, DELAWARE (740)369-3332
T & C FOODS, INC.
1850 COLUMBUS PIKE, DELAWARE (740)369-7301
T & C FOODS, INC.
2065 HIGHWAY 23 NORTH, DELAWARE (740)362-0506
T & C FOODS, INC.
1165 MOUNT VERNON, MARION (740)389-5657
T & C FOODS, INC.
1308 DELAWARE AVE, MARION (740)387-7705
T & C FOODS, INC.
6148 ST. RT. 95, MOUNT GILEAD (419)768-2017
T & C FOODS, INC.
522 SOUTH MAIN STREET, MOUNT VERNON (740)397-3440
T & C FOODS, INC.
994 COSHOCTON AVENUE, MOUNT VERNON (740)397-3407
T & C FOODS, INC.
88 MILLER DRIVE, SUNBURY (740)913-0693
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
11400 DALLAS BOULEVARD, CINCINNATI (513)742-9999
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
6505 HARRISON AVENUE, CINCINNATI (513)598-1222
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
10940 NEW HAVEN, HARRISON 513)367-2886
THEOBALD MANAGEMENT, INC., CHARLES H. THEOBALD, III, SAUNDRA R. THEOBALD
6330 ST RT 128, MIAMITOWN (513)353-9355
THOMAS 5 LIMITED
27 S RACCOON RD, AUSTINTOWN (330)779-0914
THOMAS 5 LIMITED
5551 INTER-STATE BLVD, AUSTINTOWN (330)652-1952
THOMAS 5 LIMITED
433 BOARDMAN-POLAND RD., BOARDMAN (330)629-2805
THOMAS 5 LIMITED
4161 BOARDMAN CANFIELD ROAD, CANFIELD (330)702-0581
THOMAS 5 LIMITED
436 CENTER STREET, CHARDON (440)286-5978
THOMAS 5 LIMITED
1460 HARRISBURG PIKE, COLUMBUS (614)272-1570
THOMAS 5 LIMITED
1483 OLENTANGY RIVER RD., COLUMBUS (614)421-1277
THOMAS 5 LIMITED
2126 MORSE RD., COLUMBUS (614)431-0438
THOMAS 5 LIMITED
3055 SULLIVANT AVE., COLUMBUS (614)279-9940
THOMAS 5 LIMITED
3455 N. CLEVELAND AVE., COLUMBUS (614)261-0852
THOMAS 5 LIMITED
450 W 10TH AVE, COLUMBUS (614)293-4348
THOMAS 5 LIMITED
685 E HUDSON, COLUMBUS 614)261-6211
THOMAS 5 LIMITED
8450 N HIGH ST, COLUMBUS (614)847-0020
THOMAS 5 LIMITED
8655 COLUMBUS PIKE, LEWIS CENTER (740)657-1555
THOMAS 5 LIMITED
6598 N RIDGE RD, MADISON (440)428-9102
THOMAS 5 LIMITED
6866 CENTER STREET, MENTOR (440)205-0247
THOMAS 5 LIMITED
5985 ANDREWS RD, MENTOR ON THE LAKE (440)257-7994
THOMAS 5 LIMITED
5711 YOUNGSTOWN-WARREN, NILES (330)544-0900
THOMAS 5 LIMITED
1550 MENTOR AVE., PAINESVILLE (440)357-0583
THOMAS 5 LIMITED
8541 SOUTH AVENUE, POLAND (330)729-0395

THOMAS 5 LIMITED
2033 WALMART DRIVE NE, WARREN (330)372-9171
THOMAS 5 LIMITED
5855 SOM CENTER, WILLOUGHBY (440)602-9523
THOMAS 5 LIMITED
32601 VINE ST., WILLOWICK (440)585-4300
THOMAS 5 LIMITED
1500 WORTHINGTON WOODS BLVD, WORTHINGTON (614)847-0406
THOMAS 5 LIMITED
4001 BELMONT AVENUE, YOUNGSTOWN (330)759-4752
THOMAS 5 LIMITED
4101 SOUTH MARKET STREET, YOUNGSTOWN (330)782-0221
WEN OHIO, LLC
6525 AIRPORT HIGHWAY, HOLLAND (419)866-6099
WEN OHIO, LLC
590 W DUSSEL DRIVE, MAUMEE (419)893-1112
WEN OHIO, LLC
914 CONANT STREET, MAUMEE (419)893-3132
WEN OHIO, LLC
1003 BUCK ROAD, ROSSFORD (419)661-1020
WEN OHIO, LLC
14180 AIRPORT HIGHWAY, SWANTON (419)930-5323
WEN OHIO, LLC
5802 MONROE STREET, SYLVANIA (419)882-8300
WEN OHIO, LLC
108 E. MAIN STREET, TOLEDO (419)693-2036
WEN OHIO, LLC
1410 EAST ALEXIS, TOLEDO (419)727-4224
WEN OHIO, LLC
1859 LASKEY ROAD, TOLEDO (419)292-1761
WEN OHIO, LLC
3124 MONROE STREET, TOLEDO (419)244-6342
WEN OHIO, LLC
3465 STICKNEY AVENUE, TOLEDO (419)726-4687
WEN OHIO, LLC
4277 MONROE STREET, TOLEDO (419)472-4635
WEN OHIO, LLC
5166 AIRPORT HIGHWAY, TOLEDO (419)382-3881
WEN OHIO, LLC
5560 W. CENTRAL AVENUE, TOLEDO (419)536-9731
WEN OHIO, LLC
7351 W CENTRAL, TOLEDO (419)843-6282
WENCO INDIANA, LLC, STEVEN C. DONELSON, ZANE GROSS, JR.
1234 S. SHANNON ST., VAN WERT (419)238-2813
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
414 CLAREMONT AVE, ASHLAND (419)289-1267
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
741 US HIGHWAY 250 E, ASHLAND (419)289-0234
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
426 W MAIN ST, BELLEVUE (419)483-2501
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
352 SR 103, BLUFFTON (419)358-0413
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
343 S SANDUSKY, BUCYRUS (419)562-7976
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
210 S. MILL ST., DALTON (330)828-8114
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
2050 HARDING HWY, LIMA (419)227-0330
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
2339 ELIDA ROAD, LIMA (419)331-0591
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
1518 S. WASHINGTON, MILLERSBURG (330)674-2921
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
440 SOUTH WASHINGTON ST, NEW BREMEN (419)629-1339
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
181 MILAN AVE., NORWALK (419)668-7978
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
46048 US-20, OBERLIN (440)574-5000
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
1716 NORTH PERRY STREET, OTTAWA (419)523-0030
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
166 MANSFIELD ROAD, SHELBY (419)347-3341
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
1750 E.WYANDOT, UPPER SANDUSKY (419)294-3077
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
114 E WALTON ST, WILLARD (419)933-2410
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
321 BEALL AVE., WOOSTER (330)262-4777
WENCO WOOSTER, INC., STEVEN C. DONELSON, ZANE GROSS, JR.
3828 BURBANK ROAD, WOOSTER (330)345-8119
WENDAVON, INC., JOHN F. WILLSE, THOMAS A. HENNINGS, TRACI H. WILLSE
1487 CENTER ROAD, AVON (440)937-8180
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
4730 DIXIE HIGHWAY, FAIRFIELD (513)829-1938
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
32 N. BROOKWOOD DRIVE, HAMILTON (513)863-8122
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
816 N HIGH STREET, HAMILTON (513)863-0627
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
3213 PRINCETON ROAD, INDIAN SPRINGS (513)892-4100
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
4241 HAMILTON MIDDLETOWN RD, LIBERTY TOWNSHIP (513)737-9934
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
1312 S. BREIEL BLVD, MIDDLETOWN (513)422-2543
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
2131 N VERITY PARKWAY, MIDDLETOWN (513)423-5231
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
7436 TYLERSVILLE ROAD, WEST CHESTER (513)777-0731
WENDMIDDLE, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
8324 CINCINNATI-DAYTON ROAD, WEST CHESTER (513)779-6516
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
1215 WASHINGTON BLVD., BELPRE (740)423-8835
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
105 PIKE STREET, MARIETTA (740)373-8669
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
283 MUSKINGUM DRIVE, MARIETTA (740)373-1108
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
550 EAST MAIN STREET, POMEROY (740)992-0013
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
1465 S COURT ST, CIRCLEVILLE (740)477-2001
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
390 SILVER BRIDGE PLAZA, GALLIPOLIS (740)446-2199
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
10060 CARR RD, JEFFERSONVILLE (740)426-6656
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
12498 US HIGHWAY 35 NW, JEFFERSONVILLE (740)948-2600
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
544 EAST MAIN STREET, LEBANON (513)932-9260
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
262 LAFAYETTE ST, LONDON (740)852-2253
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
819 US HIGHWAY 42 NE, LONDON (740)852-3246
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
120 STATE STREET, PROCTORVILLE (740)886-2803
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
380 COUNTY RD 410, SOUTH POINT (740)894-3499
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
530 CLINTON AVENUE, WASHINGTON COURT HOUSE (740)636-0448
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
1055 ROMBACK, WILMINGTON (937)382-1340
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
50 ROBERTS ROAD, WILMINGTON (937)283-9374
WENDSCHMIDT OH, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
363 WEST MAIN ST, XENIA (937)372-9535

OKLAHOMA

333 ELK CITY, LLC, ANDREW D. GELLER, JAMES MOLINARO, JATINDER KUMAR, PRAKASH GUPTA
501 S EASTERN AVE, ELK CITY (580)303-4136
333 EXTRA CHEESE, LLC, ANDREW D. GELLER, JATINDER KUMAR, PRAKASH GUPTA, SALVADOR GONZALEZ, THE GELLER FA
7501 CHOCTAW ROAD, CHOCTAW (405)638-3015
333 PENN BURGERS, LLC, ANDREW D. GELLER, DANIEL A. POGANSKI, JAMES MOLINARO, PRAKASH GUPTA
3251 S CLASSEN BLVD, NORMAN (405)857-7575
333 PURCELL, LLC, ANDREW D. GELLER, JAMES MOLINARO, JATINDER KUMAR, PRAKASH GUPTA
2205 STATE HIGHWAY 74, PURCELL (405)294-9124
COTTI FOODS MIDWEST, INC.
3425 E FRANK PHILLIPS BLVD, BARTLESVILLE (918)331-9931
COTTI FOODS MIDWEST, INC.
1101 N. 23RD STREET, BROKEN ARROW (918)398-9090
COTTI FOODS MIDWEST, INC.
4703 S. ELM PLACE, BROKEN ARROW (918)398-0117
COTTI FOODS MIDWEST, INC.
500 W STONE WOOD DR, BROKEN ARROW (918)770-8755
COTTI FOODS MIDWEST, INC.
2021 S CHEROKEE, CATOOSA (918)266-4190

COTTI FOODS MIDWEST, INC.
1301 W WILL ROGERS BLVD, CLAREMORE (918)923-3540
COTTI FOODS MIDWEST, INC.
12101 S YUKON AVE., GLENPOOL (918)770-8550
COTTI FOODS MIDWEST, INC.
331 S. 32ND STREET, MUSKOGEE (918)684-3269
COTTI FOODS MIDWEST, INC.
11396 N 135TH EAST AVE, OWASSO (918)376-1994
COTTI FOODS MIDWEST, INC.
7591 OWASSO EXPRESSWAY, OWASSO (918)376-1994
COTTI FOODS MIDWEST, INC.
104 ADAMS RD, SAND SPRINGS (918)245-3875
COTTI FOODS MIDWEST, INC.
10152 EAST 31ST SOUTH, TULSA (918)660-0791
COTTI FOODS MIDWEST, INC.
11032 E. 71ST STREET, TULSA (918)398-0990
COTTI FOODS MIDWEST, INC.
1209 E. PINE ST., TULSA (918)398-0114
COTTI FOODS MIDWEST, INC.
1403 E 71ST ST, TULSA (918)488-8478
COTTI FOODS MIDWEST, INC.
1905 E. 21ST STREET, TULSA (918)712-5326
COTTI FOODS MIDWEST, INC.
3341 E. 31ST STREET, TULSA (918)712-5367
COTTI FOODS MIDWEST, INC.
7221 E. ADMIRAL, TULSA 918)835-6274
COTTI FOODS MIDWEST, INC.
8009 S. MEMORIAL DRIVE, TULSA (918)398-8001
PILOT TRAVEL CENTERS LLC
302 W RAY FINE BLVD, ROLAND (918)427-0876
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1101 S 4TH ST, CHICKASHA (405)222-9271
SRRG RESTAURANTS LLC, STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
3798 N HWY 81, DUNCAN (580)251-9639
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1045 15TH AVE. NW, ARDMORE (580)226-2106
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1930 NW CACHE RD, LAWTON (580)357-9753
WEN OKLAHOMA, LLC
14329 NE 23RD ST, CHOCTAW (405)445-5954
WEN OKLAHOMA, LLC
2420 WEST MAIN STREET, DURANT (580)634-2809
WEN OKLAHOMA, LLC
3101 TERRITORY LANE, EL RENO (405)276-8005
WEN OKLAHOMA, LLC
1505 W OWEN K GARRIOTT ROAD, ENID (580)366-4195
WEN OKLAHOMA, LLC
500 S. GEORGE NIGH EXPRESSWAY, MCALESTER (918)429-1576
WEN OKLAHOMA, LLC
5715 SE 15TH STREET, MIDWEST CITY (405)458-8427
WEN OKLAHOMA, LLC
1300 NORTH MOORE RD, MOORE (405)378-4765
WEN OKLAHOMA, LLC
901 E HWY 152, MUSTANG (405)446-8695
WEN OKLAHOMA, LLC
1908 W. MAIN STREET, NORMAN (405)322-5704
WEN OKLAHOMA, LLC
3351 W. TECUMSEH RD., NORMAN (405)310-8357
WEN OKLAHOMA, LLC
1128 NW 178TH STREET, OKLAHOMA CITY (405)938-1227
WEN OKLAHOMA, LLC
13524 N. ROCKWELL AVE, OKLAHOMA CITY (405)446-8764
WEN OKLAHOMA, LLC
13606 PENNSYLVANIA AVE., OKLAHOMA CITY (405)755-2990
WEN OKLAHOMA, LLC
1420 S. MUSTANG ROAD, OKLAHOMA CITY (405)594-7872
WEN OKLAHOMA, LLC
2101 SW 89TH STREET, OKLAHOMA CITY (405)594-7848
WEN OKLAHOMA, LLC
3701 N. MAY AVE, OKLAHOMA CITY (405)947-0095
WEN OKLAHOMA, LLC
3834 N. LINCOLN, OKLAHOMA CITY (405)525-3183
WEN OKLAHOMA, LLC
4501 NW 23RD ST, OKLAHOMA CITY (405)562-7301
WEN OKLAHOMA, LLC
4501 S. WESTERN, OKLAHOMA CITY (405)446-8649
WEN OKLAHOMA, LLC
4518 SOUTHEAST 29TH ST, OKLAHOMA CITY (405)446-8652
WEN OKLAHOMA, LLC
705 S MACARTHUR BLVD, OKLAHOMA CITY (405)446-8651
WEN OKLAHOMA, LLC
7716 NORTHWEST EXPRESSWAY, OKLAHOMA CITY (405)721-8929
WEN OKLAHOMA, LLC
700 N. 1ST., PONCA CITY (580)762-6030
WEN OKLAHOMA, LLC
200 SHAWNEE MALL DR, SHAWNEE (405)432-4591
WEN OKLAHOMA, LLC
2401 N PERKINS RD, STILLWATER (405)338-7038
WEN OKLAHOMA, LLC
724 W. 6TH ST., STILLWATER (405)372-6161
WEN OKLAHOMA, LLC
1009 E MAIN ST, WEATHERFORD (580)297-2027
WEN OKLAHOMA, LLC
1170 GARTH BROOKS BLVD, YUKON (405)578-4042

OREGON

GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
1560 PACIFIC BLVD SE, ALBANY (541)926-4618
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
19725 SW TV HWY, ALOHA (503)591-8538
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
18577 NW EIDER COURT, BEAVERTON (503)690-2765
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
3670 S.W. HALL BLVD., BEAVERTON (503)627-9131
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
16220 SE 82ND DRIVE, CLACKAMAS (503)657-4368
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
490 NE BURNSIDE RD, GRESHAM (503)667-3781
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
1920 S.E. MINTER BRIDGE DR., HILLSBORO (503)693-6525
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
22250 IMBRIE DR., HILLSBORO (503)640-4564
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
7530 WEST BASELINE ROAD, HILLSBORO (503)356-8294
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
1405 N. LOMBARD, PORTLAND (503)283-4530
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
1421 NE GRAND, PORTLAND (503)249-2911
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
1535 NE 181ST AVE., PORTLAND (503)661-6638
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
232 NE 82ND AVE, PORTLAND (503)252-1185
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
4323 NE 122ND AVE, PORTLAND (503)251-2791
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
9695 NE CASCADES PKWY, PORTLAND (503)284-4459
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
2375 S. COMMERCIAL ST., SALEM (503)362-4031
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
641 LANCASTER DR NE, SALEM (503)585-9944
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
37251 HIGHWAY 26, SANDY (503)668-7957
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
7485 SW NYBERG RD, TUALATIN (503)692-5511
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
1659 SE ENSIGN LANE, WARRENTON (503)861-0803
GW AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA
11607 S.E. 82ND AVENUE, HAPPY VALLEY (503)654-2713
GW AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA
17217 S.E. MCLOUGHLIN, MILWAUKIE (503)653-2472
GW AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA
1335 S.E. MOLALLA, OREGON CITY (503)657-9165
GW AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA
9445 SW BARBUR BLVD, PORTLAND (503)244-8362
JOSHUA, INC., JOHN KIBLER, VICKIE Z. KIBLER
1730 N HWY 99W, MCMINNVILLE (503)435-2614
JOSHUA, INC., JOHN KIBLER, VICKIE Z. KIBLER
3400 PORTLAND RD, NEWBERG (503)537-9433
JOSHUA, INC., JOHN KIBLER, VICKIE Z. KIBLER
8253 SW WILSONVILLE ROAD, WILSONVILLE (503)682-7920
VESSEL OPERATING HOLDCO LLC
10135 SE FOSTER RD, PORTLAND (0)-
VESSEL OPERATING HOLDCO LLC
2636 NW 26TH AVE, PORTLAND (0)-
VESSEL OPERATING HOLDCO LLC
2715 SE 8TH ST, PORTLAND(0)-
VESSEL OPERATING HOLDCO LLC
5111 SE 26TH AVE, PORTLAND (0)-
VESSEL OPERATING HOLDCO LLC
7143 SE 82ND AVE, PORTLAND (0)-
VESSEL OPERATING HOLDCO LLC
12990 SW PACIFIC HWY, TIGARD (0)-
WENOREGON, LLC, PETER B. NISBET
1624 ASHLAND ST, ASHLAND (541)488-4877

WENOREGON, LLC, PETER B. NISBET
1609 N.E. 3RD ST., BEND (541)389-0522
WENOREGON, LLC, PETER B. NISBET
61395 SOUTH HIGHWAY 97, BEND (541)330-6648
WENOREGON, LLC, PETER B. NISBET
925 SOUTH BROADWAY, COOS BAY (541)269-0822
WENOREGON, LLC, PETER B. NISBET
1829 N.E. 6TH STREET, GRANTS PASS (541)476-3797
WENOREGON, LLC, PETER B. NISBET
2150 SOUTH 6TH ST., KLAMATH FALLS (541)883-1025
WENOREGON, LLC, PETER B. NISBET
1010 BIDDLE RD., MEDFORD (541)779-3264
WENOREGON, LLC, PETER B. NISBET
1920 N. PACIFIC HWY, MEDFORD (541)779-2925
WENOREGON, LLC, PETER B. NISBET
798 NW GARDEN VALLEY, ROSEBURG (541)673-1392
WENSPOK RESOURCES, LLC, PETER B. NISBET
2304 ISLAND AVE, LA GRANDE (541)963-0140
WENSPOK RESOURCES, LLC, PETER B. NISBET
824 SOUTHGATE, PENDLETON (541)278-0501
WENVALLEY, LLC, PETER B. NISBET
2401 W. 11TH ST., EUGENE (541)344-4488

PENNSYLVANIA

BRIAD WENCHEST, LLC
5601 CHESTNUT STREET, PHILADELPHIA (267)233-7330
BRIAD WENCO, L.L.C.
3521 EDGEMONT AVENUE, BROOKHAVEN (610)872-7340
BRIAD WENCO, L.L.C.
800 REED RD, BROOMALL (610)356-1358
BRIAD WENCO, L.L.C.
555 WEST LANCASTER AVE., HAVERFORD (610)525-4462
BRIAD WENCO, L.L.C.
733 HUNTINGDON PIKE, HUNTINGDON VALLEY (215)379-4342
BRIAD WENCO, L.L.C.
5150 PENNELL ROAD, MEDIA (610)485-0711
BRIAD WENCO, L.L.C.
259 CITY LINE AVE., MERION STATION (610)664-4079
BRIAD WENCO, L.L.C.
1515 CHESTNUT STREET, PHILADELPHIA (215)569-4087
BRIAD WENCO, L.L.C.
1708 N BROAD ST., PHILADELPHIA (215)236-0572
BRIAD WENCO, L.L.C.
2130 S CHRISTOPHER COLUMBUS BLVD, PHILADELPHIA (215)336-2705
BRIAD WENCO, L.L.C.
2301 COTTMAN AVENUE, PHILADELPHIA (215)708-0400
BRIAD WENCO, L.L.C.
2340 OREGON AVE., PHILADELPHIA (215)755-1720
BRIAD WENCO, L.L.C.
2940 FOX STREET, PHILADELPHIA (215)221-0450
BRIAD WENCO, L.L.C.
3000 ISLAND AVE, PHILADELPHIA (215)365-0753
BRIAD WENCO, L.L.C.
3600 ARAMINGO AVENUE, PHILADELPHIA (215)537-4656
BRIAD WENCO, L.L.C.
501 ADAMS AVE, PHILADELPHIA (267)343-7448
BRIAD WENCO, L.L.C.
5534 WAYNE AVENUE, PHILADELPHIA (267)635-5850
BRIAD WENCO, L.L.C.
5901 RIDGE AVENUE, PHILADELPHIA (215)482-3130
BRIAD WENCO, L.L.C.
6001 N. BROAD ST., PHILADELPHIA (215)276-8550
BRIAD WENCO, L.L.C.
700 E. HUNTING PARK, PHILADELPHIA (215)743-3931
BRIAD WENCO, L.L.C.
7700 CITY LINE AVE, PHILADELPHIA (215)473-6040
BRIAD WENCO, L.L.C.
901 COTTMAN AVENUE, PHILADELPHIA (215)342-4636
BRIAD WENCO, L.L.C.
115 STEWART AVENUE, RIDLEY PARK (610)521-1241
BRIAD WENCO, L.L.C.
2441 W. CHELTENHAM AVENUE, WYNCOTE (267)766-3224
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
3100 CHICHESTER AVENUE, BOOTHWYN (610)485-0192
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
310 MACDADE BLVD, FOLSOM (610)461-2257
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
132 NORTH MACDADE, GLENOLDEN (610)522-0385
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
294 E. BALTIMORE PIKE, MEDIA (610)566-4566
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
2100 RED LION ROAD, PHILADELPHIA (215)677-2748
BRIAD WENCO, L.L.C., BRADFORD L. HONIGFELD
6900 WALNUT STREET, UPPER DARBY (610)352-3197
BRISTOL WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
3020 VETERANS HIGHWAY, BRISTOL (215)458-7226
CDA FOODS, INC., ANTHONY ROMEO, ROBERT J. ROMEO
2000 S. EAGLE ROAD, NEWTOWN (215)968-4579
CDA FOODS, INC., ANTHONY ROMEO, ROBERT J. ROMEO
813 EAST COUNTY LINE ROAD, WARMINSTER (215)396-7265
CDA FOODS, INC., ANTHONY ROMEO, ROBERT J. ROMEO
620 EASTON ROAD, WARRINGTON (215)491-4871
CHILI MEAT LLC
6167 YORK ROAD, NEW OXFORD (717)624-2400
CITISTORE, INC., MARY ELIZABETH HAYDEN-SCHWABE
40 S CHURCH ST, HAZLETON (570)454-9658
COLLEGEVILLE WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
201 SECOND AVE, COLLEGEVILLE (610)454-1250
CONSHOHOCKEN WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
1013 RIDGE PIKE, CONSHOHOCKEN (610)825-7825
DOYLESTOWN WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
400 N. MAIN STREET, DOYLESTOWN (215)489-1001
DRESHER WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
1710 LIMEKILN PIKE, DRESHER (215)641-0887
EMPRA SYSTEMS INCORPORATED, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
4500 MILFORD ROAD, EAST STROUDSBURG (570)223-1500
EMPRA SYSTEMS INCORPORATED, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
612 N. COURTLAND, EAST STROUDSBURG (570)420-1700
EMPRA SYSTEMS INCORPORATED, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
103 HULST DR, MATAMORAS (570)491-2191
EMPRA SYSTEMS INCORPORATED, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
6696 SULLIVAN TRAIL, WIND GAP (610)863-6188
EXTON WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
186 EAGLEVIEW BLVD., EXTON (610)363-7563
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
1373 PA-28, BROOKVILLE (814)849-9881
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
1165 HARRISBURG PIKE, CARLISLE (717)240-0117
GOLDEN EAGLE FOODS, INC., MICHAEL S. JONES
18 W LIGHTCAP RD, POTTSTOWN (610)340-0276
HARRISBURG LIV BACON LLC
3465 SIMPSON FERRY ROAD, CAMP HILL (717)737-6521
HARRISBURG LIV BACON LLC
3995 COLUMBIA AVE, COLUMBIA (717)285-9607
HARRISBURG LIV BACON LLC
6 OLD MILL ROAD, DILLSBURG (717)432-8933
HARRISBURG LIV BACON LLC
1660 SOUTH MARKET STREET, ELIZABETHTOWN (717)361-2856
HARRISBURG LIV BACON LLC
601 ENOLA ROAD, ENOLA (717)732-5738
HARRISBURG LIV BACON LLC
1075 S. STATE ST, EPHRATA (717)733-8450
HARRISBURG LIV BACON LLC
100 NORTH PROGRESS AVENUE, HARRISBURG (717)657-0404
HARRISBURG LIV BACON LLC
2611 LINGLESTOWN ROAD, HARRISBURG (717)908-1212
HARRISBURG LIV BACON LLC
3887 UNION DEPOSIT ROAD, HARRISBURG (717)564-1302
HARRISBURG LIV BACON LLC
3925 NORTH FRONT STREET, HARRISBURG (717)238-6278
HARRISBURG LIV BACON LLC
5103 JONESTOWN RD., HARRISBURG (717)541-0232
HARRISBURG LIV BACON LLC
6405 GRAYSON ROAD, HARRISBURG (717)561-0180
HARRISBURG LIV BACON LLC
615 PARK AVENUE, HERSHEY (717)312-1126
HARRISBURG LIV BACON LLC
625 E MAIN ST, HUMMELSTOWN (717)566-3188
HARRISBURG LIV BACON LLC
2 EVEREST LANE, JONESTOWN (717)865-7694
HARRISBURG LIV BACON LLC
1117 HARRISBURG PIKE, LANCASTER (717)393-1065
HARRISBURG LIV BACON LLC
1490 EAST LEHMAN STREET, LEBANON (717)272-5119
HARRISBURG LIV BACON LLC
2420 W. CUMBERLAND ST, LEBANON (717)274-2042
HARRISBURG LIV BACON LLC
40 PETERS ROAD, LITITZ (717)625-2566
HARRISBURG LIV BACON LLC
305 CUMBERLAND PARKWAY, MECHANICSBURG (717)766-2431
HARRISBURG LIV BACON LLC
6101 CARLISLE PIKE, MECHANICSBURG (717)766-8311

EXHIBIT R-1 Operating Outlets By State

HARRISBURG LIV BACON LLC
801 EISENHOWER BLVD, MIDDLETOWN (717)939-5566
HARRISBURG LIV BACON LLC
804 WEST MAIN STREET, NEW HOLLAND (717)354-2999
HARRISBURG LIV BACON LLC
743 EAST MAIN STREET, PALMYRA (717)838-2638
HARRISBURG LIV BACON LLC
3197 CAPE HORN ROAD, RED LION (717)244-2258
HARRISBURG LIV BACON LLC
71 SOUTH CONESTOGA DRIVE, SHIPPENSBURG (717)532-8477
HARRISBURG LIV BACON LLC
75 EAST FORREST AVENUE, SHREWSBURY (717)227-2563
HARRISBURG LIV BACON LLC
1201 CARLISLE RD, YORK (717)854-3465
HARRISBURG LIV BACON LLC
125 CLOVERLEAF RD, YORK (717)266-7373
HARRISBURG LIV BACON LLC
2060 SPRINGWOOD RD, YORK (717)843-0453
HARRISBURG LIV BACON LLC
2802 E. MARKET ST, YORK (717)755-6018
HARRISBURG LIV BACON LLC
60 W. 11TH AVE, YORK (717)848-6071
HATFIELD WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
1260 BETHLEHEM PIKE, HATFIELD (215)716-3517
HAZA FOODS OF NORTHEAST, LLC
102 WASHINGTON TOWN BOULEVARD, EDINBORO (814)734-2921
HAZA FOODS OF NORTHEAST, LLC
105 E. 12TH ST., ERIE (814)455-0640
HAZA FOODS OF NORTHEAST, LLC
2207 W. 12TH STREET, ERIE (814)454-4441
HAZA FOODS OF NORTHEAST, LLC
4186 BUFFALO ROAD, ERIE (814)899-4611
HAZA FOODS OF NORTHEAST, LLC
5901 PEACH STREET, ERIE (814)868-2839
HAZA FOODS OF NORTHEAST, LLC
5902 WATTSBURG ROAD, ERIE (814)825-5897
HAZA FOODS OF NORTHEAST, LLC
9175 WEST RIDGE RD., GIRARD (814)774-9770
HAZA FOODS OF NORTHEAST, LLC
1011 PARK AVENUE, MEADVILLE (814)333-9655
HAZA FOODS OF NORTHEAST, LLC
60 PENNSYLVANIA EAST, WARREN (814)723-2740
HAZEL-WEN, INC., MARY ELIZABETH HAYDEN-SCHWABE
551 SUSQUEHANNA BLVD, HAZLE TOWNSHIP (570)459-1990
HORSHAM WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
415 EASTON RD., HORSHAM (215)675-1688
LANSDALE 1, WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
600 SOUTH BROAD STREET, LANSDALE (215)362-7019
LANSDALE 2 WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
1758 ALLENTOWN ROAD, LANSDALE (215)368-6687
MONTGOMERYVILLE WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
1010 BETHLEHEM PIKE, MONTGOMERYVILLE (267)263-2653
MORRISVILLE WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
227 PLAZA BLVD., MORRISVILLE (215)295-2515
NORRISTOWN 1 WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
590 SOUTH TROOPER ROAD, NORRISTOWN (610)630-4940
NORRISTOWN 2 WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
2815 DEKALB PIKE, NORRISTOWN (610)239-1027
PENN-FORREST FOODS, INC., DANIEL D. FORRESTAL
135 BUCKAROO LANE, BELLEFONTE (814)353-4925
PENN-FORREST FOODS, INC., DANIEL D. FORRESTAL
1580 SOUTH MAIN STREET, MANSFIELD (570)662-7511
PENN-FORREST FOODS, INC., DANIEL D. FORRESTAL
1007 LOYALSOCK AVE, MONTOURSVILLE (570)368-3477
PHILLY LIV BACON LLC
1980 S 4TH ST, ALLENTOWN (610)797-4930
PHILLY LIV BACON LLC
3390 LEHIGH STREET, ALLENTOWN (610)965-0385
PHILLY LIV BACON LLC
450 S. CEDAR CREST BLVD, ALLENTOWN (610)432-3369
PHILLY LIV BACON LLC
4688 BROADWAY STREET, ALLENTOWN (610)391-1204
PHILLY LIV BACON LLC
757 UNION BLVD, ALLENTOWN (610)434-5060
PHILLY LIV BACON LLC
1160 HELLERTOWN ROAD, BETHLEHEM (610)317-8155
PHILLY LIV BACON LLC
2190 STEFKO BOULEVARD, BETHLEHEM (610)974-9611
PHILLY LIV BACON LLC
308 BROADWAY STREET, BETHLEHEM (610)691-7730
PHILLY LIV BACON LLC
204 S WOOD AVE, EASTON (610)258-5597
PHILLY LIV BACON LLC
15 DAVES WAY, HAMBURG (610)562-4044
PHILLY LIV BACON LLC
1585 E HIGH ST, POTTSTOWN (610)970-9120
PHILLY LIV BACON LLC
234 SHOEMAKER ROAD, POTTSTOWN (610)327-8990
PHILLY LIV BACON LLC
3225 N FIFTH STREET HWY, READING (610)921-0884
PHILLY LIV BACON LLC
5411 PERKIOMEN AVENUE, READING (610)779-3257
PHILLY LIV BACON LLC
930 LANCASTER AVENUE, READING (610)775-3020
PHILLY LIV BACON LLC
4820 PENN AVENUE, SINKING SPRING (610)670-6388
PHILLY LIV BACON LLC
7142 HAMILTON BLVD, TREXLERTOWN (610)366-8626
PHILLY LIV BACON LLC
712 PENN AVENUE, WEST READING (610)372-8905
PHILLY LIV BACON LLC
2545 MICKLEY AVE, WHITEHALL (610)820-5270
PHILLY LIV BACON LLC
2717 N. MERIDAN BLVD., WYOMISSING (610)736-3266
PHOENIXVILLE 2 WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
1075 TOWNSHIP LINE ROAD, PHOENIXVILLE (610)917-9985
PHOENIXVILLE WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
1540 EGYPT ROAD, PHOENIXVILLE (610)650-0102
PILOT TRAVEL CENTERS LLC
417 ROUTE 315 HWY, PITTSTON (570)655-4102
POCO-WEN, INC., MARY ELIZABETH HAYDEN-SCHWABE
1258 POCONO BLVD, MOUNT POCONO (570)839-6664
PRIMARY AIM, LLC
1015 OHIO RIVER BLVD, AVALON (412)761-7373
PRIMARY AIM, LLC
5055 LIBRARY RD., BETHEL PARK (412)831-0633
PRIMARY AIM, LLC
1125 WASHINGTON PIKE, BRIDGEVILLE (412)257-1515
PRIMARY AIM, LLC
7 KIMBERLY LN, CRANBERRY (814)676-2989
PRIMARY AIM, LLC
20093 ROUTE 19, CRANBERRY TOWNSHIP (724)772-0063
PRIMARY AIM, LLC
6595 STATE ROUTE 22, DELMONT (724)461-7325
PRIMARY AIM, LLC
103 NORTHTOWNE SQUARE, GIBSONIA (724)444-4220
PRIMARY AIM, LLC
43 HADLEY RD, GREENVILLE (724)588-1801
PRIMARY AIM, LLC
1925 LEESBURG/GROVE CITY ROAD, GROVE CITY (724)748-0173
PRIMARY AIM, LLC
9130 RT. 30 EAST, IRWIN (724)863-1120
PRIMARY AIM, LLC
18 HILLTOP PLAZA, KITTANNING (724)543-1333
PRIMARY AIM, LLC
9 QUAKER VILLAGE SHOPPING CTR, LEETSDALE (412)749-9227
PRIMARY AIM, LLC
1705 PINEHOLLOW RD, MCKEES ROCKS (412)771-1444
PRIMARY AIM, LLC
3990 WILLIAM PENN HIGHWAY, MONROEVILLE (412)373-3850
PRIMARY AIM, LLC
5076 WILLIAM PENN HWY, MONROEVILLE (724)327-2003
PRIMARY AIM, LLC
1830 BROADVIEW BLVD., NATRONA HEIGHTS (724)226-2248
PRIMARY AIM, LLC
201 TARENTUM BRIDGE ROAD, NEW KENSINGTON (724)334-9009
PRIMARY AIM, LLC
351 LINCOLN HIGHWAY, NORTH VERSAILLES (412)823-5165
PRIMARY AIM, LLC
208 RODI ROAD, PENN HILLS (412)731-1116
PRIMARY AIM, LLC
1660 COCHRAN RD., PITTSBURGH (412)561-5333
PRIMARY AIM, LLC
2237 NOBLESTOWN, PITTSBURGH (412)921-2350
PRIMARY AIM, LLC
2410 W. LIBERTY, PITTSBURGH (412)561-0594
PRIMARY AIM, LLC
2691 FREEPORT RD., PITTSBURGH (412)828-3105
PRIMARY AIM, LLC
4001 BUTLER STREET, PITTSBURGH (412)683-2959
PRIMARY AIM, LLC
4524 BROWNS HILL RD., PITTSBURGH (412)422-0208
PRIMARY AIM, LLC
5422 BAUM BLVD., PITTSBURGH (412)687-3670
PRIMARY AIM, LLC
60 TOWN SQUARE WAY, PITTSBURGH (412)884-8010
PRIMARY AIM, LLC
6296 STEUBENVILLE PK, PITTSBURGH (412)787-0808

EXHIBIT R-1 Operating Outlets By State

PRIMARY AIM, LLC
725 ALLEGHENY AVE., PITTSBURGH (412)231-1653
PRIMARY AIM, LLC
7317 MCKNIGHT ROAD, PITTSBURGH (412)366-7117
PRIMARY AIM, LLC
891 FREEPORT ROAD, PITTSBURGH (412)781-0474
PRIMARY AIM, LLC
2396 GOLDEN MILE HIGHWAY, PLUM (724)387-1042
PRIMARY AIM, LLC
1703 S. BRADDOCK AVE, SWISSVALE (412)371-8448
PRIMARY AIM, LLC
31 TOWNE CENTER, WEST LEECHBURG (724)845-8412
PRIMARY AIM, LLC
2280 LEBANON CHURCH RD, WEST MIFFLIN (412)653-1599
PRIMARY AIM, LLC
10810 PERRY HIGHWAY, WEXFORD (724)933-0303
PRIMARY AIM, LLC
2805 JACKS RUN ROAD, WHITE OAK (412)678-5544
PRIMARY AIM, LLC
116 PEEBLES STREET, WILKINSBURG (412)247-1572
PRUSSIA WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
306 SOUTH HENDERSON ROAD, KING OF PRUSSIA (610)878-2200
QSF, INCORPORATED, ROBERT G. LAWRENCE, STEVEN G. KEPIC
2685 MEMORIAL HIGHWAY, DALLAS (570)675-4008
QSF, INCORPORATED, ROBERT G. LAWRENCE, STEVEN G. KEPIC
963 GOLDEN MILE ROAD, TOWANDA (570)265-6329
QUAKERTOWN WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
59 N WEST END BLVD, QUAKERTOWN (267)347-4435
QUALITY SERVED FAST II, INC., ROBERT G. LAWRENCE, STEVEN G. KEPIC, THEODORE SHAW
1188 TEXAS PALMYRA HWY, HONESDALE (570)251-9606
QUALITY SERVED FAST, INC., ROBERT G. LAWRENCE, STEVEN G. KEPIC
885 VIEWMONT DR., DICKSON CITY (570)558-0776
QUALITY SERVED FAST, INC., ROBERT G. LAWRENCE, STEVEN G. KEPIC
1170 ONEILL HIGHWY, DUNMORE (570)347-4466
QUALITY SERVED FAST, INC., ROBERT G. LAWRENCE, STEVEN G. KEPIC
55 S WYOMING AVE, EDWARDSVILLE (570)288-2200
QUALITY SERVED FAST, INC., ROBERT G. LAWRENCE, STEVEN G. KEPIC
703 DAVIS STREET, SCRANTON (570)558-6690
QUALITY SERVED FAST, INC., ROBERT G. LAWRENCE, STEVEN G. KEPIC
944 WYOMING AVENUE, SCRANTON (570)969-9009
QUALITY SERVED FAST, INC., ROBERT G. LAWRENCE, STEVEN G. KEPIC
359 KIDDER ST., WILKES BARRE (570)826-1231
QUALITY SERVED FAST, INC., ROBERT G. LAWRENCE, STEVEN G. KEPIC
980 SCHECHTER DR., WILKES BARRE (570)970-1952
RIVER FLATS, LLC, JOSEPH M. CUGINE, KEITH KAS, SVENWEN CORP.
1753 ELMIRA STREET, SAYRE (570)882-9907
ROYERSFORD WEN LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
70 BUCKWALTER ROAD, ROYERSFORD (610)948-9518
RYAN S. GROUP, INC., DIANA J. BEAVER
212 HAMPTON AVE, PUNXSUTAWNEY (814)938-8979
RYAN S. GROUP, INC., DIANA J. BEAVER
1001 S. ST. MARYS RD, ST. MARYS (814)781-7098
SOUDERTON WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
752 ROUTE 113, SOUDERTON (215)703-9851
THE GROVE, INC.
2955 MARKET STREET (AMTRACK 30TH ST STATION), PHILADELPHIA (215)662-9554
THOMAS 4 LIMITED
2719 BRODHEAD RD, ALIQUIPPA (724)375-5410
THOMAS 4 LIMITED
1635 THIRD STREET, BEAVER (724)774-6342
THOMAS 4 LIMITED
1701 7TH AVENUE, BEAVER FALLS (724)847-2210
THOMAS 4 LIMITED
700 CHIPPEWA TOWNE CENTER, BEAVER FALLS (724)843-3391
THOMAS 4 LIMITED
122 CLEARVIEW AVENUE, BUTLER (724)284-1282
THOMAS 4 LIMITED
216 NEW CASTLE ROAD, BUTLER (724)282-7940
THOMAS 4 LIMITED
111 GOLFVIEW DRIVE, MONACA (724)774-4780
THOMAS 4 LIMITED
8703 UNIVERSITY BLVD., MOON TOWNSHIP (412)264-4343
THOMAS 7 LIMITED
790 ROSTRAVER ROAD, BELLE VERNON (724)930-7505
THOMAS 7 LIMITED
113 CAVASINA DRIVE, CANONSBURG (724)745-6640
THOMAS 7 LIMITED
1017 W. CRAWFORD AVE, CONNELLSVILLE (724)628-3373
THOMAS 7 LIMITED
1231 S. MAIN STREET, GREENSBURG (724)834-6227
THOMAS 7 LIMITED
5231 ROUTE 30, GREENSBURG (724)832-3395
THOMAS 7 LIMITED
6283 LINCOLN HWY, GREENSBURG (724)523-3785
THOMAS 7 LIMITED
10 LATROBE THIRTY PLAZA, LATROBE (724)537-0846
THOMAS 7 LIMITED
3500 WASHINGTON RD, MCMURRAY (724)941-9547
THOMAS 7 LIMITED
400 SUMMIT RIDGE PLAZA, MOUNT PLEASANT (724)542-2435
THOMAS 7 LIMITED
210 NORTH CENTER STREET, NEW STANTON (724)925-8515
THOMAS 7 LIMITED
125 MATTHEW DRIVE, UNIONTOWN (724)438-0353
THOMAS 7 LIMITED
89 RESTAURANT ROW, UNIONTOWN (724)437-0726
THOMAS 7 LIMITED
1399 WEST CHESTNUT ST., WASHINGTON (724)222-7860
THOMAS 7 LIMITED
461 RACE TRACK ROAD, WASHINGTON (724)225-5862
THOMAS 7 LIMITED
115 GREENE PLZ, WAYNESBURG (724)852-1038
TREVOSE WEN, LLC, CHRISTINA GIORDANO, GASPAR GIORDANO
3413 HORIZON BLVD, TREVOSE (215)355-4647
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
9549 WILLIAM PENN HWY, HUNTINGDON (814)643-6333
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
378 S CLAUDE A LORD BLVD, POTTSVILLE (570)429-1687
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
1610 N. ATHERTON, STATE COLLEGE (814)237-5894
TRIWEN, LLC, JOHN ANTONACCIO, JOSEPH M. CUGINE, KEITH KAS
521 UNIVERSITY DRIVE, STATE COLLEGE (814)954-5863
VALLEYSTORE, INC., MARY ELIZABETH HAYDEN-SCHWABE
555 NORTH HUNTER HIGHWAY, DRUMS (570)788-8420
WEN-LEHIGHTON, LLC, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
990 BLAKESLEE BLVD, LEHIGHTON (610)377-3006
WEN-SCHNECK, LLC, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
4896 PA-873, SCHNECKSVILLE (610)735-2050
WEN-STROUD, LLC, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
1133 N. 9TH STREET, STROUDSBURG (570)424-5800
WEN-TANN, LLC, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
2789 ROUTE 611, TANNERSVILLE (570)620-1700
WEN-TATAMY, LLC, ABIGAIL E. AHNERT, EMILY E. AHNERT, ROBERT M. AHNERT, II, WILLIAM PETER AHNERT, J
200 TROLLEY LINE DRIVE, BLDG C1, EASTON (484)404-9300
WENCO CASTLE, INC., DEAN SCAIFE, JOHN STOCK
120 N. HERMITAGE ROAD, HERMITAGE (724)982-4121
WENCO CASTLE, INC., DEAN SCAIFE, JOHN STOCK
2590 W. STATE STREET, NEW CASTLE (724)658-7544
WENCO CASTLE, INC., DEAN SCAIFE, JOHN STOCK
3218 WILMINGTON ROAD, NEW CASTLE (724)658-1333
WEND BALTIMORE NORTH LLC
331 SOUTH HANOVER STREET, CARLISLE (717)243-8611
WEND BALTIMORE NORTH LLC
1091 WAYNE AVE., CHAMBERSBURG (717)264-3561
WEND BALTIMORE NORTH LLC
1658 LINCOLN WAY EAST, CHAMBERSBURG (717)267-2604
WEND BALTIMORE NORTH LLC
1268 YORK ROAD, GETTYSBURG (717)334-3100
WEND BALTIMORE NORTH LLC
459 EISENHOWER DRIVE, HANOVER (717)633-5757
WEND BALTIMORE NORTH LLC
650 E MAIN ST, WAYNESBORO (717)638-7015
WENVENTURE, INC., DIANA J. BEAVER
1300 7TH ST, ALTOONA (814)941-8837
WENVENTURE, INC., DIANA J. BEAVER
301 E PLANK RD, ALTOONA (814)943-7106
WENVENTURE, INC., DIANA J. BEAVER
4312 BUSINESS 220, BEDFORD (814)623-7878
WENVENTURE, INC., DIANA J. BEAVER
38 S 8TH AVE, CLARION (814)226-5941
WENVENTURE, INC., DIANA J. BEAVER
1429 BEE LINE HWY, DU BOIS (814)503-8017
WENVENTURE, INC., DIANA J. BEAVER
1230 OLD ROUTE 220 NORTH, DUNCANSVILLE (814)696-5098
WENVENTURE, INC., DIANA J. BEAVER
842 HILLS PLZ, EBENSBURG (814)472-4619
WENVENTURE, INC., DIANA J. BEAVER
1894 OAKLAND AVE, INDIANA (724)463-0024
WENVENTURE, INC., DIANA J. BEAVER
1251 SCALP AVE., JOHNSTOWN (814)266-5566
WENVENTURE, INC., DIANA J. BEAVER
1030 N. CENTER AVE., SOMERSET (814)443-2272

YELLOW CAB HOLDINGS PENNSYLVANIA LLC
2041 STREET RD., BENSALEM (215)638-9180
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
183 COLUMBIA MALL DRIVE, BLOOMSBURG (570)784-1131
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
1931 NEW BERWICK HWY, BLOOMSBURG (570)784-6933
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
5200 W BALTIMORE AVE, CLIFTON HEIGHTS (0)-
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
5 NORTHUMBERLAND ST, DANVILLE (570)275-1090
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
153 E. SWEDSFORD ROAD, EXTON (610)524-9442
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
1434 N SUSQUEHANNA TRAIL, HUMMELS WHARF (570)743-2575
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
881 E BALTIMORE PK, KENNETT SQUARE (610)444-0882
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
1151 OXFORD VALLEY ROAD, LEVITTOWN (215)269-0821
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
1419 E. LINCOLN HIGHWAY, LEVITTOWN (215)949-8030
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
635 NORTH DERR DR., LEWISBURG (570)524-7040
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
205 BELLEFONTE AVENUE, LOCK HAVEN (570)748-9260
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
40 NEIDIGS DRIVE, MUNCY (570)546-4998
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
499 N. THIRD STREET, OXFORD (610)850-9099
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
220 LANCASTER AVE, PAOLI (610)644-2093
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
2560 ARAMINGO AVENUE, PHILADELPHIA (484)521-3599
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
2615 NORTH AMERICAN STREET, PHILADELPHIA (215)739-1891
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
3200 RED LION RD FRNT 5, PHILADELPHIA (215)281-7590
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
399 FRANKLIN MILLS BLVD, PHILADELPHIA (215)632-7174
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
33 E. INDEPENDENCE AVENUE, SHAMOKIN (570)644-2078
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
3480 LINCOLN HIGHWAY, THORNDALE (610)383-1122
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
700 EAST GAY STREET, WEST CHESTER (610)696-9426
YELLOW CAB HOLDINGS PENNSYLVANIA LLC
111 MAYNARD ST, WILLIAMSPORT (570)326-5556

RHODE ISLAND

WENDYS OLD FASHIONED HAMBURGERS
62 VALLEY RD, MIDDLETOWN (401)849-3430
77 EDDIE DOWLING HWY, NORTH SMITHFIELD (401)765-1927
120 BROAD STREET, PAWTUCKET (401)733-3057
368 COTTAGE ST., PAWTUCKET (401)728-2392
1460 MINERAL SPRINGS AVE, PROVIDENCE (401)353-1423
391 CHARLES STREET, PROVIDENCE (401)273-0501
731 EDDY STREET, PROVIDENCE (401)521-2714
850 MANTON AVENUE, PROVIDENCE (401)521-4668
BALD HILL FOODS, INC., HARVEY A. BENNETT, JR., PATRICIA J. BENNETT, THE PARADIGM GROUP, LLC
926 QUAKER LN, EAST GREENWICH (401)885-9757
CCF, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT, THE PARADIGM GROUP, LLC
2311 NEW LONDON TPKE, COVENTRY (401)827-0165
GARFIELD AVE. FOODS, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT
110 GARFIELD AVENUE, CRANSTON (401)383-3200
HARVEY A. BENNETT, JR., PATRICIA J. BENNETT, THE PARADIGM GROUP, LLC
650 BALD HILL ROAD, WARWICK (401)828-9027
HPB PARTNERS, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT
1951 POST ROAD, WARWICK (401)921-5226
NORWOOD FOODS, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT
771 WARWICK AVENUE, WARWICK (401)941-1358
RESERVOIR AVE. FOODS, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT
950 RESERVOIR AVE, CRANSTON (401)383-0776
TEN ROD FOODS, LLC, HARVEY A. BENNETT, JR., PATRICIA J. BENNETT
1320 TEN ROD ROAD, NORTH KINGSTOWN (401)667-6144

SOUTH CAROLINA

BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
2462 HWY 501 E, CONWAY (843)347-4999
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
702 BRADFORD BLVD, DILLON (843)774-2244
BRYANT RESTAURANTS, INC., RICHARD A. BRYANT, THE ESTATE OF DOUGLAS A. BRYANT
2536 E HIGHWAY 76, MARION (843)431-9003
CAROLINA RESTAURANT GROUP, INC.
2949 HIGHWAY 501, AYNOR (843)358-2004
CAROLINA RESTAURANT GROUP, INC.
205 W CHURCH ST, BATESBURG-LEESVILLE (803)532-3231
CAROLINA RESTAURANT GROUP, INC.
168 SEA ISLAND PKWY, BEAUFORT (843)781-6277
CAROLINA RESTAURANT GROUP, INC.
2506 BOUNDARY STREET, BEAUFORT (0)-
CAROLINA RESTAURANT GROUP, INC.
200 BLYTHEWOOD RD, BLYTHEWOOD (803)691-4493
CAROLINA RESTAURANT GROUP, INC.
1012 WEST DEKALB, CAMDEN (803)432-8924
CAROLINA RESTAURANT GROUP, INC.
4113 RIVERS AVENUE, CHARLESTON (843)744-6070
CAROLINA RESTAURANT GROUP, INC.
5275 INTERNATIONAL BLVD, CHARLESTON (854)500-9940
CAROLINA RESTAURANT GROUP, INC.
875 CHESTERFIELD RD, CHERAW (843)537-3347
CAROLINA RESTAURANT GROUP, INC.
5188 CHARLOTTE HIGHWAY, CLOVER (803)831-2687
CAROLINA RESTAURANT GROUP, INC.
100 NEWLAND ROAD, COLUMBIA (803)788-6003
CAROLINA RESTAURANT GROUP, INC.
1410 LAKE MURRAY BLVD, COLUMBIA (803)732-9999
CAROLINA RESTAURANT GROUP, INC.
2120 CLEMSON ROAD, COLUMBIA (803)699-4443
CAROLINA RESTAURANT GROUP, INC.
2360 LEGRANDE ROAD, COLUMBIA (803)736-2694
CAROLINA RESTAURANT GROUP, INC.
5340 FOREST DRIVE, COLUMBIA (803)782-5022
CAROLINA RESTAURANT GROUP, INC.
702 CHURCH ST., CONWAY (843)248-9638
CAROLINA RESTAURANT GROUP, INC.
989 S GOVERNOR WILLIAMS HWY, DARLINGTON (843)395-0042
CAROLINA RESTAURANT GROUP, INC.
1727 W. LUCAS STREET, FLORENCE (843)667-8864
CAROLINA RESTAURANT GROUP, INC.
2117 W EVANS, FLORENCE (843)667-4455
CAROLINA RESTAURANT GROUP, INC.
4010 EAST PALMETTO STREET, FLORENCE (843)667-3331
CAROLINA RESTAURANT GROUP, INC.
624 SOUTH IRBY STREET, FLORENCE (843)665-7522
CAROLINA RESTAURANT GROUP, INC.
1800 HWY 160 W., FORT MILL (803)548-4227
CAROLINA RESTAURANT GROUP, INC.
270 CAROWINDS BOULEVARD, FORT MILL (803)802-2446
CAROLINA RESTAURANT GROUP, INC.
7659 CHARLOTTE HIGHWAY, FORT MILL (803)396-8323
CAROLINA RESTAURANT GROUP, INC.
5228 HIGHWAY 321, GASTON (803)794-1310
CAROLINA RESTAURANT GROUP, INC.
1380 N. FRASER STREET, GEORGETOWN (843)527-3493
CAROLINA RESTAURANT GROUP, INC.
3 SOUTH ALLIANCE DRIVE, GOOSE CREEK (843)764-0043
CAROLINA RESTAURANT GROUP, INC.
1140 SOUTH 4TH STREET, HARTSVILLE (843)383-2422
CAROLINA RESTAURANT GROUP, INC.
808 US HWY 52, LAKE CITY (843)956-5004
CAROLINA RESTAURANT GROUP, INC.
1050 N. MAIN ST., LANCASTER (803)286-9695
CAROLINA RESTAURANT GROUP, INC.
1065 SOUTH LAKE DRIVE, LEXINGTON (803)951-1616
CAROLINA RESTAURANT GROUP, INC.
6870 HIGHWAY 90, LONGS (843)399-4485
CAROLINA RESTAURANT GROUP, INC.
5370 BROAD STREET, LORIS (843)756-2200
CAROLINA RESTAURANT GROUP, INC.
2780 PAXVILLE HWY, MANNING (803)473-4444
CAROLINA RESTAURANT GROUP, INC.
1305 TADLOCK DRIVE, MURRELLS INLET (843)357-1966
CAROLINA RESTAURANT GROUP, INC.
10840 KINGS ROAD, MYRTLE BEACH (843)449-1636
CAROLINA RESTAURANT GROUP, INC.
2353 DICK POND ROAD, MYRTLE BEACH (843)215-6509
CAROLINA RESTAURANT GROUP, INC.
2991 JOE WHITE AVE, MYRTLE BEACH (843)626-6506
CAROLINA RESTAURANT GROUP, INC.
3201 N KINGS HWY, MYRTLE BEACH (843)448-4634

EXHIBIT R-1 Operating Outlets By State

CAROLINA RESTAURANT GROUP, INC.
2900 MAIN STREET, NEWBERRY (803)276-0945
CAROLINA RESTAURANT GROUP, INC.
9145 UNIVERSITY BLVD., NORTH CHARLESTON (843)410-6901
CAROLINA RESTAURANT GROUP, INC.
95 HWY 17 SOUTH, NORTH MYRTLE BEACH (843)249-6211
CAROLINA RESTAURANT GROUP, INC.
746 JOHN C. CALHOUN DRIVE, ORANGEBURG (803)536-3594
CAROLINA RESTAURANT GROUP, INC.
751 CITADEL ROAD, ORANGEBURG (803)535-0065
CAROLINA RESTAURANT GROUP, INC.
207 N VAN LINGLE MUNGO BLVD, PAGELAND (843)672-6000
CAROLINA RESTAURANT GROUP, INC.
1406 E. MAIN ST., ROCK HILL (803)992-8945
CAROLINA RESTAURANT GROUP, INC.
1758 HECKLE BOULEVARD, ROCK HILL (803)324-8402
CAROLINA RESTAURANT GROUP, INC.
2387 CHERRY RD, ROCK HILL (803)366-4993
CAROLINA RESTAURANT GROUP, INC.
624 TINSLEY WAY, ROCK HILL (803)327-4919
CAROLINA RESTAURANT GROUP, INC.
8921 OLD NUMBER 6 HIGHWAY, SANTEE (803)854-3264
CAROLINA RESTAURANT GROUP, INC.
1085 BROAD STREET, SUMTER (803)757-0970
CAROLINA RESTAURANT GROUP, INC.
216 E. HAMPTON STREET, SUMTER (803)934-9225
CAROLINA RESTAURANT GROUP, INC.
620 N JEFFERIES BLVD, WALTERBORO (843)549-1733
CAROLINA RESTAURANT GROUP, INC.
3154 AUGUSTA RD, WEST COLUMBIA (803)739-4492
CAROLINA RESTAURANT GROUP, INC.
960 EAST LIBERTY STREET, YORK (803)684-1181
CBM ENTERPRISES, LLC, CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.
102 PALMER GRACE DR, OKATIE (843)705-7307
CBM OF NEW RIVER, LLC, CBM ENTERPRISES, LLC, CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.
9215 EVAN WAY, BLUFFTON (843)706-9444
CBM OF POINT SOUTH, LLC, CBM ENTERPRISES, LLC, CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.
810 US HIGHWAY 17, YEMASSEE (843)717-2238
CBM OF RIDGELAND, LLC, CBM ENTERPRISES, LLC, CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.
8480 GRAHAMVILLE RD, RIDGELAND (843)645-2306
FFC LIMITED PARTNERSHIP
3200 N. MAIN, ANDERSON (864)225-2888
FFC LIMITED PARTNERSHIP
605 EAST GREENVILLE STREET, ANDERSON (864)328-9331
FFC LIMITED PARTNERSHIP
528 S MAIN ST, BELTON (864)392-1068
FFC LIMITED PARTNERSHIP
823 KNOX ABBOTT DR., CAYCE (803)796-2894
FFC LIMITED PARTNERSHIP
1825 J.A. COCHRAN BYPASS, CHESTER (803)581-8383
FFC LIMITED PARTNERSHIP
12424 HWY 56 N., CLINTON (864)833-5380
FFC LIMITED PARTNERSHIP
300 BUSH RIVER RD., COLUMBIA (803)772-5901
FFC LIMITED PARTNERSHIP
6019 ST. ANDREWS ROAD, COLUMBIA (803)750-9674
FFC LIMITED PARTNERSHIP
6892 GARNERS FERRY RD., COLUMBIA (803)776-8440
FFC LIMITED PARTNERSHIP
7846 GARNERS FERRY ROAD, COLUMBIA (803)695-9300
FFC LIMITED PARTNERSHIP
804 ASSEMBLY, COLUMBIA (803)254-8829
FFC LIMITED PARTNERSHIP
95 WOODCROSS DR, COLUMBIA (803)407-9990
FFC LIMITED PARTNERSHIP
6118 CALHOUN MEMORIAL, EASLEY (864)859-6533
FFC LIMITED PARTNERSHIP
1701 W FLOYD BAKER BLVD, GAFFNEY (864)489-7556
FFC LIMITED PARTNERSHIP
2711-A WADE HAMPTON BLVD, GREENVILLE (864)268-5390
FFC LIMITED PARTNERSHIP
3106 WHITEHORSE RD., GREENVILLE (864)269-8281
FFC LIMITED PARTNERSHIP
8 FARRS BRIDGE RD, GREENVILLE (864)246-6760
FFC LIMITED PARTNERSHIP
943 N. PLEASANTBURG DR., GREENVILLE (864)232-2922
FFC LIMITED PARTNERSHIP
531 BYPASS ROAD HIGHWAY 72, GREENWOOD (864)223-4845
FFC LIMITED PARTNERSHIP
1331 W. WADE HAMPTON BLVD, GREER (864)877-0274
FFC LIMITED PARTNERSHIP
925 E MAIN STREET, LAURENS (864)715-0682
FFC LIMITED PARTNERSHIP
610 COLUMBIA AVE, LEXINGTON (803)957-2242
FFC LIMITED PARTNERSHIP
107 N. MAIN, MAULDIN (864)288-0344
FFC LIMITED PARTNERSHIP
626 FAIRVIEW, SIMPSONVILLE (864)963-7512
FFC LIMITED PARTNERSHIP
109 EAST BLACKSTOCK RD., SPARTANBURG (864)576-8837
FFC LIMITED PARTNERSHIP
150 S PINE ST, SPARTANBURG (864)327-8596
FFC LIMITED PARTNERSHIP
2212 CHESNEE HIGHWAY, SPARTANBURG (864)577-0065
FFC LIMITED PARTNERSHIP
20 KRIEGER DR, TRAVELERS REST (864)610-0828
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
101 INTERSTATE BLVD, ANDERSON (864)231-6990
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
2128 HIGHWAY 81 NORTH, ANDERSON (864)260-9140
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
330 PEARMAN DAIRY RD, ANDERSON (864)540-0788
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
4006 HIGHWAY 9, BOILING SPRINGS (864)599-0301
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
1048 TIGER BLVD, CLEMSON (864)654-5099
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
1621 WOODRUFF RD, GREENVILLE (864)234-1377
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
30 HENRYDALE AVENUE, GREENVILLE (864)241-4166
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
4100 PELHAM RD, GREENVILLE (864)552-1121
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
1874 SC-101, GREER (0)-
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
505 ANN STREET, PICKENS (864)878-7975
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
103 WALL STREET, PIEDMONT (864)236-8477
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
7478 AUGUSTA ROAD, PIEDMONT (864)277-5305
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
965 HWY 123 BYPASS, SENECA (864)882-5180
FIRST SUN MANAGEMENT CORPORATION, JOSEPH J. TURNER, JR., JOSEPH JACKSON TURNER, III
2161 EAST MAIN STREET, SPARTANBURG (864)579-9845
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
343 FOLLY RD., JAMES ISLAND (843)795-6540
JAI AUGUSTA, LLC, JHONNY ALEXANDER MERCADO SAM
596 LONG POINT ROAD, MT. PLEASANT (843)971-9895
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
1721 SAM RITTENBERG BLVD, CHARLESTON (843)571-4226
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
7440 NORTHWOODS BLVD., CHARLESTON (843)797-0064
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
101 RED BANK ROAD, GOOSE CREEK (843)572-3758
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
601 ST JAMES AVENUE, GOOSE CREEK (843)824-9265
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
515 HWY 52 NORTH, MONCKS CORNER (843)761-5424
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
361 JOHNNIE DODDS BLVD., MT. PLEASANT (843)849-1909
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
935 CHUCK DAWLEY BLVD, MT. PLEASANT (843)849-6068
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
4898 ASHLEY PHOSPHATE ROAD, NORTH CHARLESTON (843)767-5030

JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
10012 DORCHESTER RD, SUMMERVILLE (843)871-3685
JAI HOSPITALITY RG LLC, ANDRES ELOY GARCIA ARZOLA, JHONNY ALEXANDER MERCADO SAM
740 N. MAIN ST., SUMMERVILLE (843)875-4886
MANNA, INC. OF THE LOW COUNTRY, CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.
4 BELFAIR VILLAGE DR, BLUFFTON (843)815-3097
MANNA, INC. OF THE LOW COUNTRY, CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.
211 US HIGHWAY 17 N, HARDEEVILLE (843)784-3626
MANNA, INC. OF THE LOW COUNTRY, CINDY SABA, JAMES B. SABA, JAMES B. SABA, JR.
2 NATURES WAY, HILTON HEAD ISLAND (843)689-9634
PILOT TRAVEL CENTERS LLC
1340 SUMTER HWY, BISHOPVILLE (803)428-2047
PILOT TRAVEL CENTERS LLC
2768 EAST CHEROKEE STREET, BLACKSBURG (864)936-7799
PILOT TRAVEL CENTERS LLC
1405 E. MAIN STREET, DUNCAN (864)433-1301
PILOT TRAVEL CENTERS LLC
3006 N. WILLISTON ROAD, FLORENCE (843)661-2842
PILOT TRAVEL CENTERS LLC
1504 HIGHWAY 38 W, LATTA (843)752-0010
PILOT TRAVEL CENTERS LLC
2221 HIGHWAY 773, PROSPERITY (803)321-2541
PILOT TRAVEL CENTERS LLC
9587 CHARLESTON HWY, SAINT GEORGE (843)563-9090
PILOT TRAVEL CENTERS LLC
799 JEDBURG ROAD, SUMMERVILLE (843)851-2026
PILOT TRAVEL CENTERS LLC
3008 HIGHWAY 321, WEST COLUMBIA (803)739-5848
PILOT TRAVEL CENTERS LLC
10959 STATE HIGHWAY 200, WINNSBORO (803)482-4942
WEN CAROLINAS, LLC
101 WEST BLVD., CHESTERFIELD (843)656-9139
WENDGUSTA, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, MICHAEL J. IEZZI, NORMAN BOBROW
1004 RICHLAND AVE., AIKEN (803)648-3636
WENDGUSTA, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, MICHAEL J. IEZZI, NORMAN BOBROW
1901 WHISKEY RD, AIKEN (803)649-1879
WENDGUSTA, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, MICHAEL J. IEZZI, NORMAN BOBROW
1061 EDGEFIELD RD, NORTH AUGUSTA (803)426-8337
WENDGUSTA, LLC, JEFFREY J. COGHLAN, LEWIS E. TOPPER, MICHAEL J. IEZZI, NORMAN BOBROW
517 EAST MARTINTOWN ROAD, NORTH AUGUSTA (803)279-5705

SOUTH DAKOTA

RJR RESTAURANT, INC., RON SCHWAB
1910 S.E. 6TH AVE., ABERDEEN (605)229-5040
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
1911 N. HAINES AVE., RAPID CITY (605)342-9410
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
520 MOUNTAIN VIEW, RAPID CITY (605)348-8549
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
701 E. NORTH ST., RAPID CITY (605)342-3142
WENPLATTE LLC, PETER B. NISBET
2501 BROADWAY, YANKTON (605)665-6011
WT SIOUX, LLC
400 SOUTH LYONS, SIOUX FALLS (605)332-3445
WT SIOUX, LLC
600 S HIGHLINE PLACE, SIOUX FALLS (605)800-5629

TENNESSEE

JAI CHATTANOOGA, LLC, JHONNY ALEXANDER MERCADO SAM
874 US-321, LENOIR CITY (0)-
JAI CHATTANOOGA, LLC, JHONNY ALEXANDER MERCADO SAM
1501 NORTH BROAD ST., TAZEWELL (0)-
PATTMAN, LLC
13350 W ANDREW JOHNSON HWY, BULLS GAP (423)235-4572
PATTMAN, LLC
1330 EAST ANDREW JOHNSON HIGHWAY, GREENEVILLE (423)638-3531
PATTMAN, LLC
601 ASHVILLE HIGHWAY, GREENEVILLE (423)787-1926
PATTMAN, LLC
1020 MINERAL WELLS, PARIS (731)642-2788
PATTMAN, LLC
1401 S. 1ST, UNION CITY (731)885-3823
PILOT TRAVEL CENTERS LLC
2449 GENESIS ROAD, CROSSVILLE (931)787-1904
PILOT TRAVEL CENTERS LLC
2320 HIGHWAY 46 SOUTH, DICKSON (615)446-0703
PILOT TRAVEL CENTERS LLC
502 GORDONSVILLE HIGHWAY, GORDONSVILLE (615)683-3421
PILOT TRAVEL CENTERS LLC
400 LOVELL RD., KNOXVILLE (865)966-0447
PILOT TRAVEL CENTERS LLC
640 DIXIE LEE AVENUE, MONTEAGLE (931)924-5122
PILOT TRAVEL CENTERS LLC
507 HIGHWAY 309, NIOTA (423)568-3507
PILOT TRAVEL CENTERS LLC
3663 ROY MESSER HIGHWAY, WHITE PINE (865)674-8009
SMITH'S, INC., RAY SMITH
120 HIGHWAY 641 NORTH, CAMDEN (731)584-3000
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
2530 ALCOA HIWY, ALCOA (865)970-2440
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
265 S. CALDERWOOD STREET, ALCOA (865)983-3762
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
2554 DECATUR PIKE, ATHENS (423)745-9463
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
1868 DAYTON BLVD, CHATTANOOGA (423)875-2618
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
3104 S. BROAD ST., CHATTANOOGA (423)267-0754
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
4500 HIGHWAY 58, CHATTANOOGA (423)894-3587
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
925 25TH STREET N W, CLEVELAND (423)472-5283
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
2240 N CHARLES G SEIVERS BLVD, CLINTON (865)457-3284
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
410 S. CHARLES G. SEIVERS BLVD, CLINTON (865)290-4216
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
605 N. MAIN ST., CROSSVILLE (931)484-4017
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
107 SHARON DRIVE, DANDRIDGE (865)397-5935
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
4257 RHEA COUNTY HIGHWAY, DAYTON (423)775-8469
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
11136 KINGSTON PIKE, FARRAGUT (865)671-0256
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
1618 SOUTH ROANE ST, HARRIMAN (865)882-5223
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
2060 CASTAIC LANE, KNOXVILLE (865)531-9910
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
2401 CHAPMAN HIGHWAY, KNOXVILLE (865)573-8611
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
3000 BROADWAY N.E., KNOXVILLE (865)688-8633
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
331 CEDAR BLUFF RD., KNOXVILLE (865)690-4621
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
400 MERCHANTS DR. N.W., KNOXVILLE (865)246-6777
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
4407 WESTERN AVENUE, KNOXVILLE (865)544-1101
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
5011 MILLERTOWN PIKE, KNOXVILLE (865)246-6751
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
6201 ASHEVILLE HWY, KNOXVILLE (865)525-7831
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
6650 CLINTON HIGHWAY, KNOXVILLE (865)938-1031
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
6920 MAYNARDVILLE PIKE, KNOXVILLE (865)922-9212
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
7407 STRAWBERRY PLAINS PIKE, KNOXVILLE (865)933-6914
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
7535 MOUNTAIN GROVE DR., KNOXVILLE (865)246-6585
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
8305 KINGSTON PIKE, KNOXVILLE (865)694-0710
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
9550 NORTH SHORE DRIVE, KNOXVILLE (865)693-1224
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
3424 WINFIELD DUNN PARKWAY, KODAK (865)932-2955
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
2245 JACKSBORO PIKE, LA FOLLETTE (423)562-1601
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
12502 HIGHWAY 72 NORTH, LOUDON (865)458-2499
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
711 ENGLEWOOD ROAD, MADISONVILLE (423)442-8985
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
1771 W. BROADWAY AVE., MARYVILLE (865)268-2886
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
1219 OAK RIDGE TPKE, OAK RIDGE (865)483-9362

EXHIBIT R-1 Operating Outlets By State

SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
3644 PARKWAY, PIGEON FORGE (865)453-0149
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
425 E EMORY RD, POWELL (865)947-4180
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
123 FORKS OF THE RIVER PKWY, SEVIERVILLE (865)453-1526
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
934 DOLLY PARTON PKWY, SEVIERVILLE (0)-
SOUTHEAST FOOD SERVICES COMPANY, LLC, JHONNY ALEXANDER MERCADO SAM
10707 CHAPMAN HWY, SEYMOUR (865)579-4241
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
2124 GUNBARREL RD, CHATTANOOGA (423)654-3944
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
7408 BONNY OAKS DRIVE, CHATTANOOGA (423)777-5640
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
1010 PAUL HUFF PARKWAY, CLEVELAND (423)339-0690
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
2830 MCGRADY DRIVE, CLEVELAND (423)790-7029
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
401 STUART ROAD, CLEVELAND (423)584-6035
SPRINGFIELD INVESTMENTS, LLC, MOHAMMED ABBASI
6009 OOLTEWAH GEORGETOWN RD, OOLTEWAH (423)238-5580
STEVEN G. HESTER
900 N. LOCUST, LAWRENCEBURG (931)762-9244
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
1505 VOLUNTEER PARKWAY, BRISTOL (423)652-8200
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
415 BROAD ST., ELIZABETHTON (423)543-2141
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
2700 BOONES CREEK ROAD, GRAY (423)283-7605
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
1102 N. CHUCKEY PK, JEFFERSON CITY (865)475-1990
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
1204 W. STATE OF FRANKLIN RD, JOHNSON CITY (423)928-4169
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
3201 PEOPLES STREET, JOHNSON CITY (423)282-1625
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
1001 FLAGSHIP DR, KINGSPORT (423)323-1708
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
1990 ENTERPRISE PLACE, KINGSPORT (423)246-4532
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
409 W. STONE DRIVE, KINGSPORT (423)392-4473
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
2547 EAST MORRIS BOULEVARD, MORRISTOWN (423)586-5744
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
4388 ERICA GREEN CIRCLE, MORRISTOWN (423)616-0048
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
1071 COSBY HIGHWAY, NEWPORT (423)625-3443
VESTCO, INC., DENNIS SUMLER
450 E MAIN ST, HENDERSON (731)435-5080
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
114 BEAR CREEK PIKE, COLUMBIA (931)223-5023
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
1209 S JAMES CAMPBELL BLVD, COLUMBIA (931)388-8844
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
2717 NORTH CENTRAL AVENUE, HUMBOLDT (731)337-7100
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
20960 E MAIN ST, HUNTINGDON (731)986-5220
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
2575 CHRISTMASVILLE COVE, JACKSON (731)240-1110
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
500 W. CHURCH STREET, LEXINGTON (731)967-9398
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
308 UNIVERSITY STREET, MARTIN (731)281-4783
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
5092 SOUTH FIRST STREET, MILAN (731)723-7000
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
45 WATER ST, SAVANNAH (731)926-2742
VESTCO, INC., DENNIS SUMLER, WALLACE BLAINE SUMLER
4924 COLUMBIA PIKE, SPRING HILL (615)302-2654
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
3700 CUMMINGS HIGHWAY, CHATTANOOGA (423)825-6188
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
418 CUMBERLAND STREET, CHATTANOOGA (423)777-5333
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
6727 RINGGOLD ROAD, CHATTANOOGA (423)296-8010
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
16689 RANKIN AVENUE, DUNLAP (423)949-7500
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
5596 HIXSON PIKE, HIXSON (423)521-7687
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
100 MAIN STREET, KIMBALL (423)837-8500
WEN CHOO CHOO, INC., JAMES E. PATTON, KIMBERLY PATTON, ZACHERY J. DEBORD
9362 DAYTON PIKE, SODDY DAISY (423)332-6880
WEN TENNESSEE, LLC
9981 HIGHWAY 64, ARLINGTON (901)385-9920
WEN TENNESSEE, LLC
11257 HIGHWAY 51 S., ATOKA (901)411-5876
WEN TENNESSEE, LLC
5998 STAGE ROAD, BARTLETT (901)386-6190
WEN TENNESSEE, LLC
7920 HIGHWAY 64, BARTLETT (901)383-9740
WEN TENNESSEE, LLC
714 W POPLAR AVE, COLLIERVILLE (901)854-6037
WEN TENNESSEE, LLC
8092 ROCKCREEK COVE, CORDOVA (901)372-7881
WEN TENNESSEE, LLC
815 GERMANTOWN PKWY, CORDOVA (901)753-4928
WEN TENNESSEE, LLC
802 HWY 51 NORTH, COVINGTON (901)476-0326
WEN TENNESSEE, LLC
2485 LAKE DRIVE, DYERSBURG (731)882-7439
WEN TENNESSEE, LLC
7569 POPLAR AVE, GERMANTOWN (901)754-9410
WEN TENNESSEE, LLC
9197 POPLAR AVE, GERMANTOWN (901)756-1141
WEN TENNESSEE, LLC
1646 S. HIGHLAND, JACKSON (731)424-9605
WEN TENNESSEE, LLC
1912 HIGHLAND AVE., JACKSON (731)424-7045
WEN TENNESSEE, LLC
873 VANN DRIVE, JACKSON (731)506-6956
WEN TENNESSEE, LLC
1593 UNION AVENUE, MEMPHIS (901)274-4536
WEN TENNESSEE, LLC
2099 WHITTEN RD, MEMPHIS (901)441-6396
WEN TENNESSEE, LLC
2177 FRAYSER BLVD., MEMPHIS (901)441-5828
WEN TENNESSEE, LLC
2180 COVINGTON PIKE, MEMPHIS (901)386-0796
WEN TENNESSEE, LLC
2760 NORTH GERMANTOWN PKWY, MEMPHIS (901)453-7722
WEN TENNESSEE, LLC
2811 GETWELL, MEMPHIS (901)795-0519
WEN TENNESSEE, LLC
2845 KIRBY PARKWAY, MEMPHIS (901)495-2280
WEN TENNESSEE, LLC
315 WASHINGTON STREET, MEMPHIS (901)896-2958
WEN TENNESSEE, LLC
3979 NEW COVINGTON PIKE, MEMPHIS (901)377-2915
WEN TENNESSEE, LLC
3990 S 3RD ST, MEMPHIS (901)789-0919
WEN TENNESSEE, LLC
4290 ELVIS PRESLEY BLVD., MEMPHIS (901)443-7250
WEN TENNESSEE, LLC
4431 SUMMER AVE., MEMPHIS (901)202-2042
WEN TENNESSEE, LLC
4605 POPLAR AVENUE, MEMPHIS (901)761-0599
WEN TENNESSEE, LLC
6143 WALNUT GROVE ROAD, MEMPHIS (901)747-4707
WEN TENNESSEE, LLC
6156 MACON ROAD, MEMPHIS (901)382-4692
WEN TENNESSEE, LLC
6260 WINCHESTER, MEMPHIS (901)795-1466
WEN TENNESSEE, LLC
6781 E. SHELBY DR., MEMPHIS (901)501-5014
WEN TENNESSEE, LLC
749 SOUTH HIGHLAND, MEMPHIS (901)327-9766
WEN TENNESSEE, LLC
7928 WINCHESTER ROAD, MEMPHIS (901)751-4060
WEN TENNESSEE, LLC
7895 US HWY 51, MILLINGTON (901)407-2501
WENDELTA, INC.
5811 AIRLINE ROAD, ARLINGTON (901)605-8168
WENDELTA, INC.
6925 US HIGHWAY 64, OAKLAND (901)361-2417

WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1683 FT. CAMPBELL BOULEVARD, CLARKSVILLE (931)647-7116
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1824 TINY TOWN ROAD, CLARKSVILLE (931)591-3201
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2330 MADISON ST, CLARKSVILLE (931)551-3414
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2800 WILMA RUDOLPH BLVD, CLARKSVILLE (931)647-0455
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
662 N RIVERSIDE DR, CLARKSVILLE (931)552-4766
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1029 S. JEFFERSON, COOKEVILLE (931)526-4546
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
230 N WILLOW AVE, COOKEVILLE (931)520-1225
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2601 HIGHWAY 49 E, PLEASANT VIEW (615)746-5383
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
221 CROSSINGS PLACE, ANTIOCH (615)922-4920
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
5640 FRANKLIN PIKE CIR, BRENTWOOD (615)678-7953
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1735 DECHERD BLVD., DECHERD (931)313-5748
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
530 HIGHWAY 46 S, DICKSON (615)375-1361
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1313 MURFREESBORO ROAD, FRANKLIN (615)905-8786
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2050 MALLORY LANE, FRANKLIN (615)472-8897
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
233 W. MAIN_STREET, GALLATIN (615)206-8032
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
927 NASHVILLE PIKE, GALLATIN (615)206-8082
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
310 LONG HOLLOW PIKE, GOODLETTSVILLE (615)756-4244
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
168 E MAIN ST, HENDERSONVILLE (615)991-3949
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
3419 LEBANON ROAD, HERMITAGE (615)866-9059
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1445 1/2 WEST MAIN ST, LEBANON (615)547-4391
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
160 HWY 109 NORTH, LEBANON (615)547-4429
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
807 S. CUMBERLAND_STREET, LEBANON (615)547-4022
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
290 N ELLINGTON PIKE, LEWISBURG (931)422-5740
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1221 GALLATIN PIKE S, MADISON (615)835-3691
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
82 EXPRESSWAY DRIVE, MANCHESTER (931)954-0694
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1354 SPARTA ST, MCMINNVILLE (931)304-8445
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
401 S. MT. JULIET ROAD, MOUNT JULIET (615)773-5326
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1315 MEMORIAL BLVD., MURFREESBORO (615)203-6377
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1845 OLD FORT PARKWAY, MURFREESBORO (615)295-2049
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1905 S CHURCH STREET, MURFREESBORO (615)396-8675
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1045 28TH AVENUE NORTH, NASHVILLE (615)953-6271
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2600 MURFREESBORO RD., NASHVILLE (615)915-1327
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2603 WEST END AVE, NASHVILLE (615)678-4485
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
3021 GALLATIN RD., NASHVILLE (615)891-1750
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
3131 DICKERSON ROAD, NASHVILLE (615)760-5225
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
330 HARDING PLACE, NASHVILLE (615)873-1713
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
4104 HILLSBORO CIRCLE, NASHVILLE (615)891-1378
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
4843 NOLENSVILLE PIKE, NASHVILLE (615)915-0643
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
551 DONELSON PIKE, NASHVILLE (615)835-2487
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
5529 EDMONDSON PIKE, NASHVILLE (615)915-3335
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
7104 CHARLOTTE PIKE, NASHVILLE (615)610-2862
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
741 THOMPSON LN, NASHVILLE (615)750-3860
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
7642 HIGHWAY 70 SOUTH, NASHVILLE (615)678-8310
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
802 VANTAGE WAY COURT, NASHVILLE (615)915-3000
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1047 MADISON STREET, SHELBYVILLE (931)492-4239
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
241 S LOWRY ST, SMYRNA (615)984-4330
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
490 SAM RIDLEY PKWY W, SMYRNA (615)984-4362
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
1000 MEMORIAL BLVD., SPRINGFIELD (615)380-8362
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
411 WILSON AVE., TULLAHOMA (931)563-7951
WENDY'S OF BOWLING GREEN, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
692 HIGHWAY 76, WHITE HOUSE (615)581-0024

TEXAS

916 FOODS OPS, LLC
2550 E PIONEER PKWY, ARLINGTON (817)533-4764
916 FOODS OPS, LLC
3400 S. COOPER, ARLINGTON (817)422-5425
916 FOODS OPS, LLC
3911 MATLOCK, ARLINGTON (817)422-5386
916 FOODS OPS, LLC
3924 HIGHWAY 121, BEDFORD (817)494-7497
916 FOODS OPS, LLC
1004 NORTH LOOP 340, BELLMEAD (254)870-9755
916 FOODS OPS, LLC
9221 BENBROOK BLVD., BENBROOK (817)349-3905
916 FOODS OPS, LLC
270 NW JOHN JONES DR, BURLESON (817)484-5685

EXHIBIT R-1 Operating Outlets By State

916 FOODS OPS, LLC
881 N. E. ALSBURY BLVD., BURLESON (817)717-5049
916 FOODS OPS, LLC
404 EAST FM 1382, CEDAR HILL (469)530-2440
916 FOODS OPS, LLC
1604 W. HENDERSON, CLEBURNE (817)402-3271
916 FOODS OPS, LLC
112 N DENTON TAP RD, COPPELL (972)829-4264
916 FOODS OPS, LLC
821 S. MACARTHUR, COPPELL (972)829-4256
916 FOODS OPS, LLC
2740 E HIGHWAY 190, COPPERAS COVE (254)781-5686
916 FOODS OPS, LLC
1981 FORT WORTH AVE., DALLAS (214)666-4922
916 FOODS OPS, LLC
2241 W NORTHWEST HWY, DALLAS (214)295-9381
916 FOODS OPS, LLC
2328 W. ILLINOIS AVE., DALLAS (214)302-0771
916 FOODS OPS, LLC
2828 W. WHEATLAND, DALLAS (972)639-5154
916 FOODS OPS, LLC
4380 DALLAS FT WORTH TPKE, DALLAS (214)302-0961
916 FOODS OPS, LLC
4900 TEASLEY LN, DENTON (940)293-2606
916 FOODS OPS, LLC
622 E. CAMP WISDOM ROAD, DUNCANVILLE (972)639-5097
916 FOODS OPS, LLC
2041 JUSTIN ROAD, FLOWER MOUND (972)829-4294
916 FOODS OPS, LLC
2120 LONG PRAIRIE ROAD, FLOWER MOUND (972)829-4291
916 FOODS OPS, LLC
14160 TRINITY BLVD, FORT WORTH (817)494-7423
916 FOODS OPS, LLC
1500 EAST CHASE PARKWAY, FORT WORTH (817)983-7025
916 FOODS OPS, LLC
2800 E BERRY ST, FORT WORTH (817)210-4889
916 FOODS OPS, LLC
2801 N TARRANT PKWY, FORT WORTH (817)349-3925
916 FOODS OPS, LLC
3815 SOUTHWEST LOOP 820, FORT WORTH (817)953-9452
916 FOODS OPS, LLC
6250 OAKMONT BLVD, FORT WORTH (817)900-0684
916 FOODS OPS, LLC
6716 BRIDGE STREET, FORT WORTH (817)727-4778
916 FOODS OPS, LLC
2554 W INTERSTATE 20, GRAND PRAIRIE (972)639-5114
916 FOODS OPS, LLC
2964 W CAMP WISDOM ROAD, GRAND PRAIRIE (972)639-5145
916 FOODS OPS, LLC
2111 HALL-JOHNSON ROAD, GRAPEVINE (817)494-7495
916 FOODS OPS, LLC
302 I-35 N.E., HILLSBORO (254)221-0896
916 FOODS OPS, LLC
1000 W WALNUT HILL LANE, IRVING (972)639-5125
916 FOODS OPS, LLC
7700 N MACARTHUR, IRVING (972)432-7918
916 FOODS OPS, LLC
1201 S FORT HOOD ST, KILLEEN (254)781-5185
916 FOODS OPS, LLC
2008 E CENTRAL TEXAS EXPY, KILLEEN (254)781-5674
916 FOODS OPS, LLC
3816 S CLEAR CREEK ROAD, KILLEEN (254)781-5683
916 FOODS OPS, LLC
6348 LAKE WORTH BLVD., LAKE WORTH (817)953-9440
916 FOODS OPS, LLC
3750 E. BROAD ST., MANSFIELD (682)330-7228
916 FOODS OPS, LLC
9140 N. TARRANT PKWY, NORTH RICHLAND HILLS (817)766-2088
916 FOODS OPS, LLC
1204 N HIGHWAY 377, ROANOKE (682)237-5508
916 FOODS OPS, LLC
8055 S IH 35, ROBINSON (254)870-9051
916 FOODS OPS, LLC
1317 N. SAGINAW BLVD., SAGINAW (817)953-9450
916 FOODS OPS, LLC
2130 E. SOUTHLAKE BLVD., SOUTHLAKE (817)310-9582
916 FOODS OPS, LLC
12310 NW H K DODGEN LOOP, TEMPLE (254)207-0965
916 FOODS OPS, LLC
2602 SOUTH 31ST STREET, TEMPLE (254)207-0937
916 FOODS OPS, LLC
1015 N. VALLEY MILLS DR., WACO (254)227-6494
916 FOODS OPS, LLC
1417 HEWITT DRIVE, WACO (254)227-6493
916 FOODS OPS, LLC
2724 WEST LOOP 340, WACO (254)262-0975
916 FOODS OPS, LLC
811 SOUTH 5TH, WACO (254)227-6480
916 FOODS OPS, LLC
8424 DENTON HWY., WATAUGA (817)479-9452
A & J FOODS, INC., ANN L. BLATERI, JOHN P. BLATERI
1908 E HEBRON PKWY, CARROLLTON (972)394-2905
A & J FOODS, INC., ANN L. BLATERI, JOHN P. BLATERI
2003 BELTLINE ROAD, CARROLLTON (972)416-7294
A & J FOODS, INC., ANN L. BLATERI, JOHN P. BLATERI
2655 MIDWAY ROAD, CARROLLTON (972)733-4218
A & J FOODS, INC., ANN L. BLATERI, JOHN P. BLATERI
2507 ROYAL LANE, DALLAS (972)241-9224
A & J FOODS, INC., ANN L. BLATERI, JOHN P. BLATERI
3790 FOREST LANE, DALLAS (214)352-3069
BAGEL MANIA CORPORATION, ASRA OBEROI, R. RISHI OBEROI, RICKI R. OBEROI
27943 SOUTHWEST FREEWAY, ROSENBERG (281)239-3639
BAGEL MANIA CORPORATION, ASRA OBEROI, R. RISHI OBEROI, RICKI R. OBEROI
5916 RICHMOND AVENUE, HOUSTON (713)783-0836
BAGEL MANIA CORPORATION, ASRA OBEROI, R. RISHI OBEROI, RICKI R. OBEROI
9145 HIGHWAY 6, HOUSTON (281)568-0871
BAGEL MANIA CORPORATION, ASRA OBEROI, R. RISHI OBEROI, RICKI R. OBEROI
2201 S. MASON RD., KATY (281)492-7070
BAGEL MANIA CORPORATION, RICKI R. OBEROI
1225 GESSNER, HOUSTON (713)465-4713
BAGEL MANIA TOO CORPORATION, ASRA OBEROI, R. RISHI OBEROI, RICKI R. OBEROI
5929 FM 1463, KATY (281)665-2574
BAGEL MANIA TOO CORPORATION, ASRA OBEROI, R. RISHI OBEROI, RICKI R. OBEROI
18025 FM 529, CYPRESS (281)856-8060
BAGEL MANIA TOO CORPORATION, ASRA OBEROI, R. RISHI OBEROI, RICKI R. OBEROI
19225 WEST BELLFORT STREET, RICHMOND (346)843-1300
BAGEL MANIA TOO CORPORATION, ASRA OBEROI, R. RISHI OBEROI, RICKI R. OBEROI
16710 SOUTHWEST FREEWAY, SUGAR LAND (281)277-1661
COTTI FOODS MIDWEST, INC.
2000 ROSS-OSAGE, AMARILLO (806)373-4076
COTTI FOODS MIDWEST, INC.
4206 I-40 WEST, AMARILLO (806)352-4447
COTTI FOODS MIDWEST, INC.
4613 S. WESTERN, AMARILLO (806)353-1014
COTTI FOODS MIDWEST, INC.
5638 AMARILLO BOULEVARD, AMARILLO (806)352-4248
COTTI FOODS MIDWEST, INC.
7236 S.W. 34TH AVE, AMARILLO (806)352-4413
COTTI FOODS MIDWEST, INC.
407 23RD ST., CANYON (806)655-7782
CS RESTAURANTS, INC., CHADI S. SANSAL
2328 SEAWALL BLVD, GALVESTON (409)762-8195
CS RESTAURANTS, INC., CHADI S. SANSAL
2800 FM 1764, LA MARQUE (409)986-8505
CS RESTAURANTS, INC., CHADI S. SANSAL
2535 E. LEAGUE CITY PARKWAY, LEAGUE CITY (832)864-2635
CS RESTAURANTS, INC., CHADI S. SANSAL
2805 PALMER HIGHWAY, TEXAS CITY (409)945-4663
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
10771 GATEWAY PLAZA BLVD, EL PASO (915)229-7966
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
1176 YARBROUGH DR., EL PASO (915)598-9647
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
12701 MONTANA AVE, EL PASO (915)200-4114
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
13008 EASTLAKE BLVD, EL PASO (915)247-3770
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
1501 GEORGE DIETER DRIVE, EL PASO (915)229-7660
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
1890 ZARAGOZA RD, EL PASO (915)857-3308
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
6201 MONTANA AVE., EL PASO (915)778-5729
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
7453 NORTH MESA, EL PASO (915)584-9593
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
7731 PASEO DEL NORTE, EL PASO (915)235-0466
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
825 N ZARAGOZA RD, EL PASO (915)790-2932
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
9150 VISCOUNT, EL PASO (915)593-0666
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
9516 DYER ST, EL PASO (915)755-7223
ELP RESTAURANT HOLDINGS, LLC, JHONNY ALEXANDER MERCADO SAM
14493 HORIZON BLVD, HORIZON CITY (915)974-3003
EMERALD FOODS, INC., MARK J. GEORGE, THE ESTATE OF DONALD L. FEINSTEIN
6421 NORTH I-35, DENTON (940)243-3181
EMERALD FOODS, INC., MARK J. GEORGE, THE ESTATE OF DONALD L. FEINSTEIN
1111 LOUISANA, HOUSTON (713)650-6136

EXHIBIT R-1 Operating Outlets By State

EMERALD FOODS, INC., MARK J. GEORGE, THE ESTATE OF DONALD L. FEINSTEIN
210 PATTON STREET, HOUSTON (713)695-5160
EMERALD FOODS, INC., MARK J. GEORGE, THE ESTATE OF DONALD L. FEINSTEIN
639 HWY 75 N, HUNTSVILLE (936)291-1975
EMERALD FOODS, INC., MARK J. GEORGE, THE ESTATE OF DONALD L. FEINSTEIN
21548 FM 471 SOUTH, NATALIA (830)663-9997
EMERALD FOODS, INC., MARK J. GEORGE, THE ESTATE OF DONALD L. FEINSTEIN
900 SOUTH EAGLE STREET, WEIMAR (979)725-8640
EMERALD FOODS, INC., MARK J. GEORGE, THE ESTATE OF DONALD L. FEINSTEIN
9600 LONGSTREET ROAD, WILLIS (936)856-8078
GRONBACH FOOD SYSTEMS, LLC, DEBORAH S. GRONBACH, PAUL L. GRONBACH, PAUL M. GRONBACH
4410 W. GREEN OAKS BLVD., ARLINGTON (682)587-4047
GRONBACH FOOD SYSTEMS, LLC, DEBORAH S. GRONBACH, PAUL L. GRONBACH, PAUL M. GRONBACH
1771 U.S. HWY 287, MANSFIELD (817)592-3199
HART RESTAURANT MANAGMENT, INC., ROBERT G. HART, III
4105 AYERS, CORPUS CHRISTI (361)853-6193
HART RESTAURANT MANAGMENT, INC., ROBERT G. HART, III
4123 SOUTH STAPLES, CORPUS CHRISTI (361)854-5771
HART RESTAURANT MANAGMENT, INC., ROBERT G. HART, III
5934 S SPID DR, CORPUS CHRISTI (361)993-3438
HART RESTAURANT MANAGMENT, INC., ROBERT G. HART, III
6438 S. STAPLES, CORPUS CHRISTI (361)980-0321
HART RESTAURANT MANAGMENT, INC., ROBERT G. HART, III
1404 GENERAL CAVAZOS BLVD., KINGSVILLE (361)221-9011
HAZA FOODS, LLC
1401 N. VELASCO ROAD, ANGLETON (979)267-7048
HAZA FOODS, LLC
1000 EAST 41ST STREET, AUSTIN (512)596-3182
HAZA FOODS, LLC
10203 LAKE CREEK PKWY, AUSTIN (512)596-3176
HAZA FOODS, LLC
10701 RESEARCH BLVD., AUSTIN (512)596-2701
HAZA FOODS, LLC
11606 RANCH ROAD 620 N, AUSTIN (512)596-1731
HAZA FOODS, LLC
12421 MOPAC EXPRESSWAY, AUSTIN (512)596-2572
HAZA FOODS, LLC
1418 E. ANDERSON LANE, AUSTIN (512)596-1943
HAZA FOODS, LLC
1910 WEST BRAKER LANE, AUSTIN (512)596-2523
HAZA FOODS, LLC
201 E 21ST ST, AUSTIN (512)232-1929
HAZA FOODS, LLC
2224 EAST RIVERSIDE, AUSTIN (512)596-3192
HAZA FOODS, LLC
305 SLAUGHTER LN, AUSTIN (512)596-3187
HAZA FOODS, LLC
3596 FAR WEST BLVD, AUSTIN (512)596-3153
HAZA FOODS, LLC
4115 S. CONGRESS, AUSTIN (512)596-3305
HAZA FOODS, LLC
4961 US HWY 290 WEST, AUSTIN (512)596-3312
HAZA FOODS, LLC
5000 W SLAUGHTER LN, AUSTIN (512)596-3189
HAZA FOODS, LLC
5752 AIRPORT BLVD, AUSTIN (512)596-3087
HAZA FOODS, LLC
619 N IH 35, AUSTIN (512)596-3249
HAZA FOODS, LLC
6210 EAST BEN WHITE, AUSTIN (512)596-3298
HAZA FOODS, LLC
6247 MCNEIL DRIVE, AUSTIN (512)596-2563
HAZA FOODS, LLC
6428 SOUTH I-35, AUSTIN (512)596-3286
HAZA FOODS, LLC
514 HWY 71 WEST, BASTROP (512)596-3348
HAZA FOODS, LLC
6806 GARTH RD, BAYTOWN (832)284-7655
HAZA FOODS, LLC
8823 NORTH HIGHWAY 146, BAYTOWN (281)738-1277
HAZA FOODS, LLC
4590 DOWLEN ROAD, BEAUMONT (409)600-9178
HAZA FOODS, LLC
735 S. 11TH STREET, BEAUMONT (409)791-0994
HAZA FOODS, LLC
4544 BISSONNET, BELLAIRE (832)509-2372
HAZA FOODS, LLC
891 EARL RUDDER FREEWAY, BRYAN (979)776-6042
HAZA FOODS, LLC
2901 E WHITESTONE BLVD, CEDAR PARK (512)596-2638
HAZA FOODS, LLC
810 N BELL BLVD, CEDAR PARK (512)596-2581
HAZA FOODS, LLC
15770 I-10 EAST, CHANNELVIEW (832)284-7652
HAZA FOODS, LLC
325 FM 2094, CLEAR LAKE SHORES (346)251-4532
HAZA FOODS, LLC
202 SOUTHWEST PKWY E., COLLEGE STATION (979)985-3427
HAZA FOODS, LLC
10377 HIGHWAY 242, CONROE (346)667-9531
HAZA FOODS, LLC
12611 LOUETTA STREET, CYPRESS (281)677-4695
HAZA FOODS, LLC
17545 SPRING CYPRESS ROAD, CYPRESS (832)699-5486
HAZA FOODS, LLC
28060 HWY 290, CYPRESS (832)497-5300
HAZA FOODS, LLC
9806 FRY ROAD, CYPRESS (281)758-8815
HAZA FOODS, LLC
502 HIGHWAY 90, DAYTON (936)397-8350
HAZA FOODS, LLC
124 FM 517 WEST, DICKINSON (346)251-4056
HAZA FOODS, LLC
104 E. EDGEWOOD AVENUE, FRIENDSWOOD (346)251-4360
HAZA FOODS, LLC
3101 FM 528, FRIENDSWOOD (281)994-7665
HAZA FOODS, LLC
1102 RIVERY BLVD., GEORGETOWN (512)596-2832
HAZA FOODS, LLC
4600 TWIN CITY HIGHWAY, GROVES (409)234-0215
HAZA FOODS, LLC
10235 ALMEDA GENOA ROAD, HOUSTON (832)509-3019
HAZA FOODS, LLC
10715 NORTH FREEWAY, HOUSTON (832)509-3778
HAZA FOODS, LLC
10731 W. BELLFORT STREET, HOUSTON (832)509-3672
HAZA FOODS, LLC
10780 WESTHEIMER ROAD, HOUSTON (832)509-2297
HAZA FOODS, LLC
1127 WEST RANKIN ROAD, HOUSTON (281)205-3102
HAZA FOODS, LLC
14115 E SAM HOUSTON PKWY N, HOUSTON (832)284-7742
HAZA FOODS, LLC
14304 GULF FWY, HOUSTON (281)306-6927
HAZA FOODS, LLC
15130 ALDINE WESTFIELD ROAD, HOUSTON (281)579-3537
HAZA FOODS, LLC
15355 WALLISVILLE ROAD, HOUSTON (832)284-7261
HAZA FOODS, LLC
16500 EL CAMINO REAL, HOUSTON (832)284-7263
HAZA FOODS, LLC
1829 MANGUM ROAD, HOUSTON (832)509-3855
HAZA FOODS, LLC
2007 DURHAM, HOUSTON (832)509-2447
HAZA FOODS, LLC
243 GREENS ROAD, HOUSTON (832)509-1445
HAZA FOODS, LLC
2928 WOODRIDGE DR, HOUSTON (281)676-3570
HAZA FOODS, LLC
3508 S. DAIRY ASHFORD STREET, HOUSTON (281)994-7991
HAZA FOODS, LLC
3710 SCOTT STREET, HOUSTON (832)509-4395
HAZA FOODS, LLC
3910 OLD SPANISH TRL, HOUSTON (832)652-3773
HAZA FOODS, LLC
5000 FM 1960 W, HOUSTON (832)284-7283
HAZA FOODS, LLC
5003 KIRBY, HOUSTON (832)509-1793
HAZA FOODS, LLC
6101 HILLCROFT, HOUSTON (832)410-3124
HAZA FOODS, LLC
7090A W. OREM DRIVE, HOUSTON (832)509-3890
HAZA FOODS, LLC
715 W 28TH ST, HOUSTON (832)509-2884
HAZA FOODS, LLC
7215 FONDREN, HOUSTON (832)284-7269
HAZA FOODS, LLC
7760 WEST BELLFORT, HOUSTON (832)284-7286
HAZA FOODS, LLC
7920 HOWARD DRIVE, HOUSTON (832)509-1979
HAZA FOODS, LLC
9035 WEST RD, HOUSTON (832)509-5463
HAZA FOODS, LLC
9409 FUQUA STREET, HOUSTON (281)624-4414
HAZA FOODS, LLC
9500 SOUTH MAIN STREET, HOUSTON (281)206-0264

EXHIBIT R-1 Operating Outlets By State

HAZA FOODS, LLC
10015 FM 1960 BYPASS, HUMBLE (281)677-4697
HAZA FOODS, LLC
7206 FM 1960 E., HUMBLE (832)284-7757
HAZA FOODS, LLC
70 CHRIS KELLEY BLVD, HUTTO (512)586-5089
HAZA FOODS, LLC
13745 N INTERSTATE 35, SUITE B, JARRELL (512)746-7007
HAZA FOODS, LLC
1484 KATY FORT BEND RD, KATY (281)994-7195
HAZA FOODS, LLC
1717 SPRING GREEN BOULEVARD, KATY (281)758-8547
HAZA FOODS, LLC
25540 KINGSLAND BLVD, KATY (346)667-9531
HAZA FOODS, LLC
2930 N MASON ROAD, KATY (281)769-8425
HAZA FOODS, LLC
307 S FRY RD, KATY (281)676-5447
HAZA FOODS, LLC
20584 IH 35, KYLE (512)596-3319
HAZA FOODS, LLC
95 OYSTER CREEK DR, LAKE JACKSON (979)258-5495
HAZA FOODS, LLC
2404 RANCH ROAD 620, LAKEWAY (512)596-3174
HAZA FOODS, LLC
1750 WEST MAIN, LEAGUE CITY (346)251-4054
HAZA FOODS, LLC
10747 E CRYSTAL FALLS PKWY, LEANDER (737)757-4645
HAZA FOODS, LLC
1829 US HIGHWAY 190 W, LIVINGSTON (0)-
HAZA FOODS, LLC
518 S MAIN ST, LUMBERTON (409)678-3555
HAZA FOODS, LLC
11923 US 290 E, MANOR (512)596-3857
HAZA FOODS, LLC
20140 MORRIS AVE., SUITE A, MANVEL (832)336-7226
HAZA FOODS, LLC
9819 HIGHWAY 6, MISSOURI CITY (281)994-7973
HAZA FOODS, LLC
15295 HIGHWAY 105, SUITE 200, MONTGOMERY (281)402-6510
HAZA FOODS, LLC
19990 EVA ST, MONTGOMERY (936)297-9313
HAZA FOODS, LLC
1702 NASA RD, NASSAU BAY (346)251-4058
HAZA FOODS, LLC
2912 PEEK RD, NEDERLAND (409)299-4914
HAZA FOODS, LLC
2205 N. HIGHWAY 62, ORANGE (409)209-8058
HAZA FOODS, LLC
301 W. SOUTHMORE AVE, PASADENA (832)463-7509
HAZA FOODS, LLC
4014 SPENCER HIGHWAY, PASADENA (832)284-7653
HAZA FOODS, LLC
7444 SPENCER HIGHWAY, PASADENA (832)284-7801
HAZA FOODS, LLC
11011 CR 59, PEARLAND (281)816-7212
HAZA FOODS, LLC
11615 SHADOW CREEK PKWY, PEARLAND (832)284-7268
HAZA FOODS, LLC
11630 BROADWAY STREET, PEARLAND (281)994-7669
HAZA FOODS, LLC
1722 NORTH MAIN, PEARLAND (832)284-7529
HAZA FOODS, LLC
1810 PEARLAND PARKWAY, PEARLAND (281)994-7612
HAZA FOODS, LLC
1425 WELLS BRANCH PKWY, PFLUGERVILLE (512)596-3252
HAZA FOODS, LLC
23619 US HIGHWAY 59, PORTER (346)308-2277
HAZA FOODS, LLC
11310 OLD FM 1464 RD, RICHMOND (832)757-9352
HAZA FOODS, LLC
21950 WILLIAMS WAY, RICHMOND (281)656-1885
HAZA FOODS, LLC
17560 RR-620, ROUND ROCK (512)586-5557
HAZA FOODS, LLC
4849 NORTH I-35, ROUND ROCK (512)425-0651
HAZA FOODS, LLC
607 LOUIS HENNA BLVD, ROUND ROCK (512)596-3276
HAZA FOODS, LLC
4001 I-35 SOUTH, SAN MARCOS (512)596-3318
HAZA FOODS, LLC
701 EAST HOPKINS STREET, SAN MARCOS (512)212-9225
HAZA FOODS, LLC
1481 SPRING CYPRESS RD., SPRING (832)509-5424
HAZA FOODS, LLC
21130 KUYKENDAHL RD, SPRING (832)284-7505
HAZA FOODS, LLC
505 SAWDUST ROAD, SPRING (832)284-7382
HAZA FOODS, LLC
8735 SPRING CYPRESS, SPRING (832)509-5737
HAZA FOODS, LLC
13693 MURPHY ROAD, STAFFORD (832)509-4174
HAZA FOODS, LLC
18911 UNIVERSITY BLVD, SUGAR LAND (346)279-0204
HAZA FOODS, LLC
2901 HOUSTON HIGHWAY, VICTORIA (361)541-6028
HAZA FOODS, LLC
3507 NORTH NAVARRO, VICTORIA (361)541-6021
HAZA FOODS, LLC
3113 EDGAR BROWN DRIVE, WEST ORANGE (409)209-8063
HAZA FOODS, LLC, MOHAMMED ALI DHANANI
10953 F.M. 1960 WEST, HOUSTON (281)306-6767
HAZA FOODS, LLC, MOHAMMED ALI DHANANI
22633 IMPERIAL VALLEY DR, HOUSTON (713)587-6706
HAZA FOODS, LLC, MOHAMMED ALI DHANANI
3010 BARKER CYPRESS RD, HOUSTON (281)410-1800
HILLOCK FOODS, INC., HAROLD L. HILLOCK
2900 S US HIGHWAY 287, CORSICANA (903)874-6000
INSPIRED BY OPPORTUNITY, LLC
709 S MAIN ST, ANDREWS (432)315-0672
INSPIRED BY OPPORTUNITY, LLC
2311 S. GREGG ST., BIG SPRING (432)606-2252
INSPIRED BY OPPORTUNITY, LLC
1100 W 1ST ST, HEREFORD (806)391-7064
INSPIRED BY OPPORTUNITY, LLC
212 UNIVERSITY AVE, LUBBOCK (806)370-9120
INSPIRED BY OPPORTUNITY, LLC
2401 19TH ST, LUBBOCK (806)503-2528
INSPIRED BY OPPORTUNITY, LLC
2505 S LOOP 289, LUBBOCK (806)503-3459
INSPIRED BY OPPORTUNITY, LLC
5111 98TH ST, LUBBOCK (806)503-2549
INSPIRED BY OPPORTUNITY, LLC
5721 4TH ST, LUBBOCK (806)503-2531
INSPIRED BY OPPORTUNITY, LLC
6815 MILWAUKEE AVENUE, LUBBOCK (806)503-2529
INSPIRED BY OPPORTUNITY, LLC
2000 RANKIN HWY, MIDLAND (432)219-3488
INSPIRED BY OPPORTUNITY, LLC
4412 W LOOP 250 N, MIDLAND (432)219-3453
INSPIRED BY OPPORTUNITY, LLC
5516 N BIG SPRING ST., MIDLAND (432)219-6172
INSPIRED BY OPPORTUNITY, LLC
902 ANDREWS HIGHWAY, MIDLAND (432)219-3454
INSPIRED BY OPPORTUNITY, LLC
2646 JOHN BEN SHEPARD PKWY, ODESSA (432)227-0008
INSPIRED BY OPPORTUNITY, LLC
3801 ANDREWS HWY, ODESSA (432)227-0070
INSPIRED BY OPPORTUNITY, LLC
4070 FAUDREE RD, ODESSA (432)257-3739
INSPIRED BY OPPORTUNITY, LLC
1509 N I-27, PLAINVIEW (806)429-4033
LATRELLE'S COLLEGE PARK, L.P., KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.
3032 COLLEGE PARK, CONROE (936)321-5745
LATRELLE'S COLLEGE PARK, L.P., KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.
2212 S. FIRST ST., LUFKIN (936)634-4334
LATRELLE'S EXPRESS CORPORATION, KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.
3950 S TERMINAL RD, HOUSTON (281)821-8833
LATRELLE'S EXPRESS CORPORATION, KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.
7800 AIRPORT BLVD, HOUSTON (713)645-5200
LATRELLE'S FLIGHT KITCHEN, L.P., KENNETH A. JAMES, LATRELLE D. JAMES, LATRELLE'S 19, LLC, W.A. JAMES, JR.
2800 TERMINAL RD N, HOUSTON (281)230-3488
LATRELLE'S FLIGHT KITCHEN, L.P., KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.
2625 N INTERNATIONAL PARKWAY, DALLAS (972)973-6404
LATRELLE'S FLIGHT KITCHEN, L.P., KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.
3121 NORTH TERMINAL RD, HOUSTON (281)230-3457
MAX-E ENTERPRISES, INC., GREGORY S. MAXEY, TERRY M. MAXEY, W. MERLIN MAXEY
35 W FM 468, COTULLA (830)879-3343
MAX-E ENTERPRISES, INC., GREGORY S. MAXEY, TERRY M. MAXEY, W. MERLIN MAXEY
2213 AVENUE F, DEL RIO (830)768-1992
MAX-E ENTERPRISES, INC., GREGORY S. MAXEY, TERRY M. MAXEY, W. MERLIN MAXEY
2419 E. MAIN STREET, EAGLE PASS (830)758-0018

EXHIBIT R-1 Operating Outlets By State

MAX-E ENTERPRISES, INC., GREGORY S. MAXEY, TERRY M. MAXEY, W. MERLIN MAXEY
1220 JUNCTION HIGHWAY, KERRVILLE (830)792-9898
MAX-E ENTERPRISES, INC., GREGORY S. MAXEY, TERRY M. MAXEY, W. MERLIN MAXEY
498 S HIGHWAY 123 BYP, SEGUIN (830)372-2802
MAX-E ENTERPRISES, INC., GREGORY S. MAXEY, TERRY M. MAXEY, W. MERLIN MAXEY
526 EAST MAIN STREET, UVALDE (830)278-8122
MDCOX AND TOWNSEND PARTNERS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, KRISTI FLOYD, LISA WRIGHT, TOWNSE
131 E. INDUSTRIAL DRIVE, SULPHUR SPRINGS (903)558-2040
MUY HAMBURGER PARTNERS, LLC, JAMES H. BODENSTEDT
17890 BLANCO ROAD, SUITE 401, SAN ANTONIO (0)-
PILOT TRAVEL CENTERS LLC
2015 ANTONIO STREET, ANTHONY (915)886-3532
PILOT TRAVEL CENTERS LLC
8787 S. LANCASTER ROAD, DALLAS (972)228-0751
PILOT TRAVEL CENTERS LLC
501 VAN HORN DRIVE, VAN HORN (432)283-8070
PILOT TRAVEL CENTERS LLC
1201 WEST I-20, WEATHERFORD (817)341-4605
PILOT TRAVEL CENTERS LLC
2311 JACKSBORO HIGHWAY, WICHITA FALLS (940)761-1503
R.C.D., INC., CARL HAYES HOOVER, RONALD F. REINKE
2146 S STATE HIGHWAY 121, LEWISVILLE (972)459-2380
R.C.D., INC., CARL HAYES HOOVER, RONALD F. REINKE
517 E FM 3040, LEWISVILLE (972)315-8377
R.H.R. RESTAURANTS, INC., CARL HAYES HOOVER, RONALD F. REINKE
1714 W. UNIVERSITY DRIVE, MCKINNEY (972)542-6571
RDC RESTAURANTS, LLC, RICKI R. OBEROI
1215 FM 1462, ALVIN (281)245-6336
RDC RESTAURANTS, LLC, RICKI R. OBEROI
14425 FM 2100, CROSBY (346)760-0143
RDC RESTAURANTS, LLC, RICKI R. OBEROI
13334 TOMBALL PARKWAY, HOUSTON (281)591-7081
RENT THREE HIGH, INC., CYNTHIA D. JAMES, KENNETH A. JAMES, LATRELLE D. JAMES, THE ESTATE OF GLADYS L. J
1109 LEAGUE LINE ROAD, CONROE (936)856-2827
RENT THREE HIGH, INC., CYNTHIA D. JAMES, KENNETH A. JAMES, LATRELLE D. JAMES, THE ESTATE OF GLADYS L. J
3303 WEST LAKE HOUSTON PARKWAY, KINGWOOD (281)360-5920
RENT THREE HIGH, INC., KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.
590 KINGWOOD DR, KINGWOOD (281)359-3328
RENT THREE HIGH, INC., KENNETH A. JAMES, W.A. JAMES, JR.
12707 GESSNER ROAD, HOUSTON (832)912-6050
RENT THREE HIGH, INC., KENNETH A. JAMES, W.A. JAMES, JR.
6670 WOODLANDS PKWY., THE WOODLANDS (281)364-7372
RESTAURANT SERVICE, L.L.C.
12486 NORTHWEST FREEWAY, HOUSTON (832)581-4380
RESTAURANT SERVICE, L.L.C.
14027 WESTHEIMER, HOUSTON (832)509-5448
RESTAURANT SERVICE, L.L.C.
14602 PERTHSHIRE, HOUSTON (832)431-3607
RESTAURANT SERVICE, L.L.C.
8436 HIGHWAY 6 NORTH, HOUSTON (832)509-3824
RESTAURANT SERVICE, L.L.C.
5515 HIGHWAY 6, MISSOURI CITY (713)405-1442
RKR RESTAURANTS, LLC, RICKI R. OBEROI
1001 MAIN STREET, BROWNSVILLE (956)542-1406
RKR RESTAURANTS, LLC, RICKI R. OBEROI
4011 S. MCCOLL ROAD, EDINBURG (956)687-7228
RKR RESTAURANTS, LLC, RICKI R. OBEROI
1415 ED CAREY DRIVE, HARLINGEN (956)428-0611
RKR RESTAURANTS, LLC, RICKI R. OBEROI
401 DIXIELAND ROAD, HARLINGEN (956)425-8464
RKR RESTAURANTS, LLC, RICKI R. OBEROI
10219 MCPHERSON, LAREDO (956)712-1633
RKR RESTAURANTS, LLC, RICKI R. OBEROI
1212 DEL MAR BLVD., LAREDO (956)791-6642
RKR RESTAURANTS, LLC, RICKI R. OBEROI
1319 SAN BERNARDO, LAREDO (956)723-4214
RKR RESTAURANTS, LLC, RICKI R. OBEROI
1520 E SAUDERS ST, LAREDO (956)722-8985
RKR RESTAURANTS, LLC, RICKI R. OBEROI
2330 BOB BULLOCK LOOP 1A, LAREDO (956)712-0251
RKR RESTAURANTS, LLC, RICKI R. OBEROI
4719 SAN BERNARDO, LAREDO (956)722-8332
RKR RESTAURANTS, LLC, RICKI R. OBEROI
611 RANCHO VIEJO DR., LAREDO (956)795-8802
RKR RESTAURANTS, LLC, RICKI R. OBEROI
1108 EAST JACKSON AVENUE, MCALLEN (956)618-2240
RKR RESTAURANTS, LLC, RICKI R. OBEROI
2716 NOLANA STREET, MCALLEN (956)631-4229
RKR RESTAURANTS, LLC, RICKI R. OBEROI
2507 E EXPRESSWAY 83, MISSION (956)664-2752
RKR RESTAURANTS, LLC, RICKI R. OBEROI
925 N. TEXAS BLVD., WESLACO (956)969-0891
ROAD RANGER LLC
202 INTERSTATE 20 FRONTAGE RD, CISCO (254)482-9330
ROAD RANGER LLC
2300 TX 464 LOOP RD, SUITE 2, MONAHANS (432)888-9877
ROAD RANGER LLC
70 S ASPEN AVE, NEW DEAL (806)416-7862
ROAD RANGER LLC
1848 BECKENDORFF RD, SUITE B, SEALY (815)957-5979
S & J LONE STAR ENTERPRISES, LLC, J. GARY SHELTON, JEREMY M. SHELTON, MARGIE J. SHELTON, SUZANNE M. SHELTON
1180 FM 51 SOUTH, DECATUR (940)627-1340
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1197 NORTH WATSON ROAD, ARLINGTON (682)276-8048
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1509 BROWN TRAIL, BEDFORD (817)282-1029
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
9541 WHITE SETTLEMENT ROAD, FORT WORTH (682)250-5596
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
963 N BEACH ST, FORT WORTH (817)838-3444
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
425 E HIGHWAY 377, GRANBURY (817)573-2260
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
1725 N. BELTLINE ROAD, IRVING (972)399-1868
SOUTHEAST RESTAURANT GROUP-WEN, LLC, ELIE KHOURY
5161 RUFE SNOW DR, NORTH RICHLAND HILLS (817)485-9182
SQUARE PATTY, LLC, SANJAY MEHRA
1242 S. MAIN STREET, BOERNE (830)443-4332
SQUARE PATTY, LLC, SANJAY MEHRA
8646 FM 78, CONVERSE (210)319-7159
SQUARE PATTY, LLC, SANJAY MEHRA
143 HWY 46 S, NEW BRAUNFELS (830)500-2084
SQUARE PATTY, LLC, SANJAY MEHRA
1687 STATE HIGHWAY 46 S, NEW BRAUNFELS (830)515-4324
SQUARE PATTY, LLC, SANJAY MEHRA
10738 POTRANCO ROAD, SAN ANTONIO (210)390-0964
SQUARE PATTY, LLC, SANJAY MEHRA
10926 CULEBRA RD, SAN ANTONIO (210)864-3057
SQUARE PATTY, LLC, SANJAY MEHRA
111 NW WEST WHITE RD, SAN ANTONIO (210)428-6164
SQUARE PATTY, LLC, SANJAY MEHRA
11652 BANDERA RD, SAN ANTONIO (210)428-6166
SQUARE PATTY, LLC, SANJAY MEHRA
11919 PERRIN-BEITEL, SAN ANTONIO (210)907-7162
SQUARE PATTY, LLC, SANJAY MEHRA
1410 AUSTIN HIGHWAY, SAN ANTONIO (210)767-2519
SQUARE PATTY, LLC, SANJAY MEHRA
16611 NACOGDOCHES, SAN ANTONIO (210)468-0027
SQUARE PATTY, LLC, SANJAY MEHRA
17702 BULVERDE RD, SAN ANTONIO (210)853-0843
SQUARE PATTY, LLC, SANJAY MEHRA
18303 BLANCO RD, SAN ANTONIO (210)305-5085
SQUARE PATTY, LLC, SANJAY MEHRA
19140 STONE OAK PKWY, SAN ANTONIO (210)305-5139
SQUARE PATTY, LLC, SANJAY MEHRA
2343 S.W. MILITARY, SAN ANTONIO (210)853-5786
SQUARE PATTY, LLC, SANJAY MEHRA
2422 EAST SOUTHCROSS BLVD., SAN ANTONIO (210)853-5785
SQUARE PATTY, LLC, SANJAY MEHRA
430 SAN PEDRO, SAN ANTONIO (210)305-5141
SQUARE PATTY, LLC, SANJAY MEHRA
4445 WEST COMMERCE STREET, SAN ANTONIO (210)944-0743
SQUARE PATTY, LLC, SANJAY MEHRA
4519 FREDERICKSBURG ROAD, SAN ANTONIO (210)305-5132
SQUARE PATTY, LLC, SANJAY MEHRA
5121 NORTHWEST LOOP 410, SAN ANTONIO (210)468-0026
SQUARE PATTY, LLC, SANJAY MEHRA
514 W. CEVALLOS, SAN ANTONIO (210)305-5134
SQUARE PATTY, LLC, SANJAY MEHRA
5195 DE ZAVALA, SAN ANTONIO (210)468-0039
SQUARE PATTY, LLC, SANJAY MEHRA
607 S.W. MILITARY DRIVE, SAN ANTONIO (210)428-6143
SQUARE PATTY, LLC, SANJAY MEHRA
6827 MILITARY DRIVE W, SAN ANTONIO (210)417-4066
SQUARE PATTY, LLC, SANJAY MEHRA
7039 CULEBRA, SAN ANTONIO (210)319-7162
SQUARE PATTY, LLC, SANJAY MEHRA
742 SEGUIN ST, SAN ANTONIO (210)501-1162
SQUARE PATTY, LLC, SANJAY MEHRA
7662 GUILBEAU, SAN ANTONIO (210)468-0040
SQUARE PATTY, LLC, SANJAY MEHRA
7727 WURZBACH RD, SAN ANTONIO (210)319-7125

EXHIBIT R-1 Operating Outlets By State

SQUARE PATTY, LLC, SANJAY MEHRA
9307 POTRANCO RD, SAN ANTONIO (210)390-0836
SQUARE PATTY, LLC, SANJAY MEHRA
9340 WURZBACH, SAN ANTONIO (210)853-5782
SQUARE PATTY, LLC, SANJAY MEHRA
9535 CULEBRA ROAD, SAN ANTONIO (210)390-0862
SQUARE PATTY, LLC, SANJAY MEHRA
5550 FM 3009, SCHERTZ (210)305-5106
SQUARE PATTY, LLC, SANJAY MEHRA
8171 AGORA PARKWAY, SELMA (210)305-5175
SRRG NBL LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
2101 SYCAMORE SCHOOL RD, FORT WORTH (817)551-2957
SRRG NBL LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1130 ARKANSAS LANE, GRAND PRAIRIE (972)606-4608
SRRG NBL LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
2071 FM 663, MIDLOTHIAN (972)775-5227
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
26751 E UNIVERSITY DR, AUBREY (972)347-9171
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
4741 GOLDEN TRIANGLE BLVD, FORT WORTH (817)697-4269
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
7701 SUMMER CREEK DR, FORT WORTH (682)900-8349
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1217 SOUTH JACKSON STREET, JACKSONVILLE (903)541-0918
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
2702 SAM RAYBURN HWY, MELISSA (469)678-8567
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
590 W PRINCETON DRIVE, PRINCETON (972)736-6611
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
2812 N. BRYANT BLVD., SAN ANGELO (325)777-0461
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1083 W WASHINGTON ST, STEPHENVILLE (254)431-3952
SRRG RESTAURANTS LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
3415 LAMAR AVENUE, PARIS (903)609-1800
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
4374 SOUTHWEST DR, ABILENE (325)692-2315
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1311 NORTH COLLINS, ARLINGTON (817)275-5633
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
409 WEST ABRAM, ARLINGTON (817)460-8492
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
1751 S. CHERRY LANE, FORT WORTH (817)708-2305
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
2420 WESTPORT PKWY, FORT WORTH (817)439-8620
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
5900 CAMP BOWIE BLVD., FORT WORTH (817)731-0112
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
6321 WICHITA ST, FORT WORTH (817)535-3831
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
600 W CALIFORNIA, GAINESVILLE (940)668-6596
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
925 E MAIN ST, GRAND PRAIRIE (972)263-6322
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
2215 SOUTH LOOP 256, PALESTINE (903)729-6973
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
5555 SHERWOOD WAY, SAN ANGELO (325)947-3231
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
4100 US HIGHWAY 75 NORTH, SHERMAN (903)892-8723
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
403 NE GEORGIA AVE, SWEETWATER (325)236-8086
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
3920 S.W. LOOP 323, TYLER (903)581-5642
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
427 W FRONT ST, TYLER (903)593-1462
STONEWALL ROAD RESTAURANT GROUP LLC, J. NICHOLAS RHOADS, NATHAN HAMILTON
3601 KEMP BLVD., WICHITA FALLS (940)691-2944
TNTFC, LLC
5418 RIVER ROAD, AMARILLO (806)350-8114
TNTFC, LLC
6082 W HOLLYWOOD RD, AMARILLO (806)350-1420
TNTFC, LLC
8507 E I-40, AMARILLO (806)220-0964
TNTFC, LLC
1419 W. WILSON ST., BORGER (806)275-9406
TNTFC, LLC
1107 SOUTH US HIGHWAY 87, DALHART (806)244-3800
TNTFC, LLC
102 S DUMAS AVE, DUMAS (806)421-0079
TNTFC, LLC
1205 N HOBART ST, PAMPA (806)419-1601
TNTFC, LLC
2401 SOUTH MAIN STREET, PERRYTON (806)648-2980
TOP RIGHT RESTAURANTS, GORDON SPRINGER, MARK SPRINGER, ROBERT SPRINGER
4401 N STATE HWY 42, KILGORE (903)988-8600
TOP RIGHT RESTAURANTS, GORDON SPRINGER, MARK SPRINGER, ROBERT SPRINGER
2417 GILMER ROAD, LONGVIEW (903)297-1040
TOP RIGHT RESTAURANTS, GORDON SPRINGER, MARK SPRINGER, ROBERT SPRINGER
3302 NORTH 4TH STREET, LONGVIEW (903)663-9330
VESSEL OPERATING HOLDCO LLC
1135 GUNTER ST, AUSTIN (0)-
VESSEL OPERATING HOLDCO LLC
8538 RESEARCH BLVD, AUSTIN (0)-
VESSEL OPERATING HOLDCO LLC
1060 N SAN JACINTO ST, HOUSTON (0)-
VESSEL OPERATING HOLDCO LLC
6073 HWY 6 N, HOUSTON (0)-
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2025 W. MCDERMOTT DRIVE, ALLEN (972)212-5871
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
601 W MCDERMOTT DRIVE, ALLEN (972)468-1758
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
853 W STACY RD, ALLEN (469)656-3953
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
12415 LAKE JUNE ROAD, BALCH SPRINGS (972)584-0238
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1005 W TRINITY MILLS, CARROLLTON (972)395-5360
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
10046 MARSH LANE, DALLAS (214)666-4133
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
11711 E NW HIGHWAY, DALLAS (214)295-9389
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
11722 N CENTRAL EXPY, DALLAS (214)302-0694
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
135 SHORT BLVD., DALLAS (214)390-6793
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1507 E. KIEST BLVD, DALLAS (214)731-4139
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
17981 PRESTON ROAD, DALLAS (972)362-1102
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
17989 MARSH LANE, DALLAS (972)360-9875
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1910 S. BUCKNER AVE., DALLAS (214)295-9391
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
4018 LEMMON AVE., DALLAS (214)272-0842
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
510 SOUTH BECKLEY, DALLAS (214)666-4893
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5215 SPRING VALLEY RD., DALLAS (972)591-3628
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5502 HARRY HINES BLVD., DALLAS (214)666-4136
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5555 N. JIM MILLER, DALLAS (214)272-0472
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
9680 AUDELIA, DALLAS (214)295-9407
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1304 E PLEASANT RUN, DE SOTO (972)639-5132
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1002 E. ENNIS AVE., ENNIS (972)597-4130
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
4169 LBJ FREEWAY, FARMERS BRANCH (972)591-3608
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
850 E. HWY 80, FORNEY (972)210-2790
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
12150 FM 423, FRISCO (972)704-1414
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3208 PRESTON RD., FRISCO (469)353-6373
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5555 EL DORADO PARKWAY, FRISCO (214)705-3311
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5622 FM 423, FRISCO (214)919-4547
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
7201 PRESTON ROAD, FRISCO (972)464-1218

W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1905 GARLAND AVE, GARLAND (972)865-7699
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3232 LAVON DRIVE, GARLAND (972)805-4463
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
501 WEST I-30, GARLAND (972)535-5576
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5235 N. GARLAND RD., GARLAND (972)865-7721
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2670 WEST LUCAS RD, LUCAS (469)656-4491
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1951 W. ELDORADO PKWY., MCKINNEY (972)464-1288
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5175 W. UNIVERSITY DRIVE, MCKINNEY (469)388-0735
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
8904 STATE HIGHWAY 121, MCKINNEY (214)473-5772
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1325 GROSS ROAD, MESQUITE (972)564-8826
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1800 N. BELTLINE, MESQUITE (972)546-3859
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
205 W FM 544, MURPHY (972)468-1752
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3200 CUSTER RD., PLANO (972)212-5868
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
6108 WEST PARK BLVD, PLANO (972)362-2867
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
6912 COIT RD, PLANO (972)468-1757
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
709 W SPRING CREEK PKWY, PLANO (972)468-1756
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1345 E. BELTLINE RD., RICHARDSON (972)437-8439
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
200 W. SPRING VALLEY ROAD, RICHARDSON (972)437-8125
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
3521 CUSTER PARKWAY, RICHARDSON (972)528-4879
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
935 E CAMPBELL, RICHARDSON (972)528-4857
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2545 RIDGE ROAD, ROCKWALL (972)961-3179
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
2509 LAKEVIEW PKWY, ROWLETT (214)304-7616
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
8901 LAKEVIEW PARKWAY, ROWLETT (972)961-3178
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
605 E MALLOY BRIDGE RD, SEAGOVILLE (972)210-2980
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
5309 S.H. 121, THE COLONY (469)353-6372
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1060 HIGHWAY 287/BYPASS WEST, WAXAHACHIE (972)646-6049
W.K.S. FROSTY CORPORATION, JAY SPONGBERG, PAUL TANNER
1401 W. KIRBY ST, WYLIE (972)961-7143
WEN-DEN, INC., MARYBETH REINKE, RONALD F. REINKE
1576 W. UNIVERSITY DR, DENTON (940)380-9197
WEN-DEN, INC., MARYBETH REINKE, RONALD F. REINKE
2213 S INTERSTATE 35 E, DENTON (940)382-2217
WEN-DEN, INC., MARYBETH REINKE, RONALD F. REINKE
8100 I-35 EAST, DENTON (940)497-3415
WENAPEX, L.P., THOMAS R. DOLAN, II, WENDOL, INC.
1230 N TOWN EAST BLVD, MESQUITE (469)317-7090
WENAPEX, L.P., THOMAS R. DOLAN, II, WENWOP, L.P.
1310 W CENTERVILLE ROAD, GARLAND (972)279-4363
WENAPEX, L.P., THOMAS R. DOLAN, II, WENWOP, L.P.
3540 GUS THOMASSON RD., MESQUITE (972)270-6868
WEND-XX, INC., A. MARK TOWNSEND, EVELYN R. ANDRES, JAMES MICHAEL COX, KENNETH M. COX, JR.
3737 NEW BOSTON ROAD, TEXARKANA (903)832-7835
WENDELTA, INC.
1511 E END BLVD NORTH, MARSHALL (903)927-1229
WENTEX FOODS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, MICHAEL S. JONES, SAMUEL T. MARK
975 E SABINE ST., CARTHAGE (0)-
WENTEX FOODS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, MICHAEL S. JONES, SAMUEL T. MARK
6834 WESLEY CROSSROADS, GREENVILLE (903)450-4108
WENTEX FOODS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, MICHAEL S. JONES, SAMUEL T. MARK
907 NORTH MCCOY BLVD., NEW BOSTON (903)628-3531
WENTEX FOODS, LLC, A. MARK TOWNSEND, DAPHNE COX, JAMES MICHAEL COX, MICHAEL S. JONES, SAMUEL T. MARK
290 EAST I-20, TERRELL (972)524-2620

UTAH

BARBAROSA FOODS, LTD.
800 SOUTH MAIN STREET, HEBER CITY (435)654-7458
BARBAROSA FOODS, LTD.
301 SOUTH FAIRWAY, KANAB (435)644-3707
BARBAROSA FOODS, LTD.
47 S. 850 EAST, LEHI (801)768-0391
BARBAROSA FOODS, LTD.
795 N. STATE ROAD, LINDON (801)785-8300
BARBAROSA FOODS, LTD.
920 E 100 N, NEPHI (0)-
BARBAROSA FOODS, LTD.
1522 W. 800 SOUTH, PAYSON (801)465-7600
BARBAROSA FOODS, LTD.
1050 WEST 1250 SOUTH, RICHFIELD (435)896-9801
BARBAROSA FOODS, LTD.
120 N 1000 E, ST GEORGE (435)628-5830
BARBAROSA FOODS, LTD.
144 W. BRIGHAM ROAD, ST GEORGE (435)674-0375
BARBAROSA FOODS, LTD.
1838 WEST SUNSET BLVD., ST GEORGE (435)688-2386
BARBAROSA FOODS, LTD.
918 NORTH 2720 EAST, ST GEORGE (435)656-3293
BARBAROSA FOODS, LTD.
975 NORTH MAIN, TOOELE (435)833-0998
BARBAROSA FOODS, LTD., JON R. TURNER, THE ESTATE OF TOM E. TURNER, JR.
1305 N MAIN, LOGAN (435)753-1441
BARBAROSA FOODS, LTD., JON R. TURNER, THE ESTATE OF TOM E. TURNER, JR.
895 S. MAIN ST, LOGAN (435)752-7492
BARBAROSA FOODS, LTD., JON R. TURNER, THE ESTATE OF TOM E. TURNER, JR.
810 S. MAIN, SMITHFIELD (435)563-4790
BARBAROSA FOODS, LTD., JON R. TURNER, THE ESTATE OF TOM E. TURNER, JR.
1598 SOUTH 2000 WEST, SYRACUSE (801)217-3112
BARBAROSA FOODS, LTD., JON R. TURNER, THE ESTATE OF TOM E. TURNER, JR.
2280 WEST MAIN STREET, TREMONTON (435)257-1441
BRIGHAM YOUNG UNIVERSITY, BYU, 2230 WILKINSON STD. CTR.,
1 CAMPUS DRIVE, PROVO (801)422-1607
INTEGRITY FOOD GROUP, LLC, HERBERT E. PUMPHREY
1444 S. STATE, OREM (801)226-3018
INTEGRITY FOOD GROUP, LLC, HERBERT E. PUMPHREY
800 WEST UNIVERSITY PKWY, OREM (801)225-5742
INTEGRITY FOOD GROUP, LLC, HERBERT E. PUMPHREY
1066 S. UNIVERSITY AVE., PROVO (801)377-1413
INTEGRITY FOOD GROUP, LLC, HERBERT E. PUMPHREY
866 B SOUTH MAIN STREET, SPANISH FORK (801)794-9999
INTEGRITY FOOD GROUP, LLC, HERBERT E. PUMPHREY
929 EAST 800 NORTH, SPANISH FORK (801)798-2425
INTEGRITY FOOD GROUP, LLC, HERBERT E. PUMPHREY
1739 WEST 400 SOUTH, SPRINGVILLE (801)491-6810
PHOENIX PARTNERS, LLC
625 W 1400 NORTH, BEAVER (435)438-1215
PHOENIX PARTNERS, LLC
13883 S REDWOOD ROAD, BLUFFDALE (385)354-4024
PHOENIX PARTNERS, LLC
185 N 1225 W, CEDAR CITY (435)586-2238
PHOENIX PARTNERS, LLC
4245 NORTH PONY EXPRESS PARKWAY, EAGLE MOUNTAIN (385)412-6389
PHOENIX PARTNERS, LLC
1149 W. STATE, HURRICANE (435)635-6828
SQUARE FOODS, INC., LISA EWELL
1120 W. US HWY 40, VERNAL (435)781-2222
WEND SALT LAKE CITY LLC
368 E. STATE ST., AMERICAN FORK (801)763-7609
WEND SALT LAKE CITY LLC
210 WEST 500 SOUTH, BOUNTIFUL (801)296-2449
WEND SALT LAKE CITY LLC
715 SO MAIN, BRIGHAM CITY (435)734-1208
WEND SALT LAKE CITY LLC
363 NORTH MARKET PLACE DRIVE, CENTERVILLE (801)397-1964
WEND SALT LAKE CITY LLC
1350 S STATE ST, CLEARFIELD (801)728-0811
WEND SALT LAKE CITY LLC
1903 NORTH 2000 WEST, CLINTON (801)525-9900
WEND SALT LAKE CITY LLC
1044 W PARK LANE, FARMINGTON (385)988-1122
WEND SALT LAKE CITY LLC
1750 WEST 2700 NORTH, FARR WEST (801)737-9686
WEND SALT LAKE CITY LLC
5592 WEST 13400 SOUTH, HERRIMAN (801)302-1500
WEND SALT LAKE CITY LLC
10989 NO TOWN CENTER BLVD, HIGHLAND (801)492-0303
WEND SALT LAKE CITY LLC
353 WEST 200 NORTH, KAYSVILLE (801)593-1668

WEND SALT LAKE CITY LLC
3988 WEST 5400 SOUTH, KEARNS (801)967-0424
WEND SALT LAKE CITY LLC
1105 N 400 WEST, LAYTON (801)544-7640
WEND SALT LAKE CITY LLC
1344 E HWY 193, LAYTON (801)771-0748
WEND SALT LAKE CITY LLC
3410 N. DIGITAL DRIVE, LEHI (801)341-6133
WEND SALT LAKE CITY LLC
3490 SOUTH 8000 WEST, MAGNA (801)508-0600
WEND SALT LAKE CITY LLC
7035 SOUTH 900 EAST, MIDVALE (801)566-6710
WEND SALT LAKE CITY LLC
484 WEST 4500 SOUTH, MURRAY (801)313-0867
WEND SALT LAKE CITY LLC
5648 SO 900 EAST, MURRAY (801)313-1620
WEND SALT LAKE CITY LLC
2594 N 400 E, NORTH OGDEN (801)737-5511
WEND SALT LAKE CITY LLC
1005 N. 500 EAST, NORTH SALT LAKE (801)295-7833
WEND SALT LAKE CITY LLC
1176 WASHINGTON BLVD, OGDEN (801)627-8144
WEND SALT LAKE CITY LLC
5710 HARRISON BLVD, OGDEN (801)475-0212
WEND SALT LAKE CITY LLC
215 WEST CENTER STREET, OREM (801)802-0299
WEND SALT LAKE CITY LLC
997 NORTH STATE STREET, OREM (801)221-4688
WEND SALT LAKE CITY LLC
1620 WEST UTE BLVD., PARK CITY (435)658-2382
WEND SALT LAKE CITY LLC
122 EAST 1230 NORTH, PROVO (801)377-8063
WEND SALT LAKE CITY LLC
1096 W. RIVERDALE RD., RIVERDALE (801)627-2523
WEND SALT LAKE CITY LLC
1938 WEST 12600 SOUTH, RIVERTON (801)446-3884
WEND SALT LAKE CITY LLC
1923 W. 5600 SOUTH, ROY (801)825-2678
WEND SALT LAKE CITY LLC
1090 SOUTH 300 WEST, SALT LAKE CITY (801)355-3407
WEND SALT LAKE CITY LLC
1309 FOOTHILL BLVD., SALT LAKE CITY (801)583-1514
WEND SALT LAKE CITY LLC
1714 E. 4500 SOUTH, SALT LAKE CITY (801)274-0077
WEND SALT LAKE CITY LLC
1783 W. N. TEMPLE, SALT LAKE CITY (801)363-3995
WEND SALT LAKE CITY LLC
2240 S. 1300 EAST, SALT LAKE CITY (801)484-1921
WEND SALT LAKE CITY LLC
3259 EAST 3300 SOUTH, SALT LAKE CITY (801)487-9933
WEND SALT LAKE CITY LLC
562 EAST 400 SOUTH, SALT LAKE CITY (801)328-0821
WEND SALT LAKE CITY LLC
10665 AUTO MALL DR, SANDY (801)571-6005
WEND SALT LAKE CITY LLC
2025 EAST 9400 SOUTH, SANDY (801)733-8880
WEND SALT LAKE CITY LLC
9286 SOUTH 700 E., SANDY (801)255-1961
WEND SALT LAKE CITY LLC
1361 N. REDWOOD ROAD, SARATOGA SPRINGS (801)768-4380
WEND SALT LAKE CITY LLC
11503 S 4000 W, SOUTH JORDAN (801)446-6024
WEND SALT LAKE CITY LLC
1789 W. 4700 SOUTH, TAYLORSVILLE (801)967-2996
WEND SALT LAKE CITY LLC
4114 WEST 9000 SOUTH, WEST JORDAN (801)282-9097
WEND SALT LAKE CITY LLC
6828 SO. REDWOOD ROAD, WEST JORDAN (801)565-1170
WEND SALT LAKE CITY LLC
7729 SO CAMPUS VIEW DR., WEST JORDAN (801)280-5787
WEND SALT LAKE CITY LLC
8935 S REDWOOD RD, WEST JORDAN (801)565-0822
WEND SALT LAKE CITY LLC
3149 W 3500 S, WEST VALLEY (801)966-0477
WEND SALT LAKE CITY LLC
3367 S 5600 W, WEST VALLEY CITY (801)964-5714
WEND SALT LAKE CITY LLC
5673 WEST 6200 SOUTH, WEST VALLEY CITY (801)965-0900
WENDY'S OF COLORADO SPRINGS, INC., RICHARD W. HOLLAND
260 N. MAIN ST, MOAB (435)259-2595
WENUTAH PRICE, L.L.C., GAIL A. BURKIS, KENNETH C. DRAKE
687 W PRICE RIVER DR, PRICE (435)637-8686

VERMONT

WENDCO OF EPSOM, INC., LAWRENCE M. WILEY
110 PEARL STREET, ESSEX JUNCTION (802)872-9099
WENDCO OF NEW HAMPSHIRE, LLC, LAWRENCE M. WILEY
1059 PUTNEY ROAD, BRATTLEBORO (802)258-9841
WENDCO OF VERMONT/NY LLC, LAWRENCE M. WILEY
187 WATERFRONT PLAZA, NEWPORT (802)334-5717
WENDCO OF VERMONT/NY LLC, LAWRENCE M. WILEY
21 N. MAIN STREET, RUTLAND (802)773-1738

VIRGINIA

BAY PARTNERS, LLC
1006 SETTLERS LANDING ROAD, HAMPTON (757)964-7022
BAY PARTNERS, LLC
1024 W. MERCURY BLVD, HAMPTON (757)838-8417
BAY PARTNERS, LLC
266 ABERDEEN RD, HAMPTON (757)838-3601
BAY PARTNERS, LLC
301 FLOYD THOMPSON BLVD, HAMPTON (757)865-6841
BAY PARTNERS, LLC
12464 WARWICK BLVD., NEWPORT NEWS (757)595-0388
BAY PARTNERS, LLC
5113 W. MERCURY BLVD., NEWPORT NEWS (757)826-3750
BAY PARTNERS, LLC
675 J. CLYDE MORRIS BLVD., NEWPORT NEWS (757)596-0677
BAY PARTNERS, LLC
25403 LANKFORD HIGHWAY, ONLEY (757)302-7085
BAY PARTNERS, LLC
454 WYTHE CREEK RD., POQUOSON (757)868-0889
BAY PARTNERS, LLC
1201 BENNS CHURCH BLVD., SMITHFIELD (757)357-2508
C.A.T. FOODS ALTAVISTA, INC., MALCOLM J. PIKE
167 CLARION ROAD, ALTAVISTA (434)309-2661
C.A.T. FOODS ALTAVISTA, INC., MALCOLM J. PIKE
5801 PLANK ROAD, FREDERICKSBURG (540)388-2928
CAROLINA QUALITY FOODS INC., DOROTHY NEKHAILA, SAM NEKHAILA
1519 HOLLAND RD, SUFFOLK (0)-
CAROLINA RESTAURANT GROUP, INC.
660 E.MAIN ST, PULASKI (540)980-2485
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
7741 RICHMOND HWY, APPOMATTOX (434)352-8443
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
1251 SOUTH BOSTON ROAD, DANVILLE (434)793-6475
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
1416 PINEY FOREST RD, DANVILLE (434)836-3035
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
3260 RIVERSIDE DRIVE, DANVILLE (434)799-2813
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
1809 SOUTH MAIN STREET, FARMVILLE (434)392-7419
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
12890 BOOKER T. WASHINGTON HWY., HARDY (540)721-5000
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
1882 PORT REPUBLIC RD., ROCKINGHAM (540)615-5449
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
400 OLD FRANKLIN TURNPIKE, ROCKY MOUNT (540)489-5004
CATIE FOOD SYSTEMS, INC., A.J. HOLDINGS GROUP, L.L.C., MALCOLM J. PIKE
3461 OLD HALIFAX, SOUTH BOSTON (434)572-8013
COMPASS GROUP USA, INC.
801 E MAIN ST, RADFORD (540)831-7101
DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1630 S MILITARY HIGHWAY, CHESAPEAKE (757)420-6087
DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
241 S BATTLEFIELD BLVD., CHESAPEAKE (757)482-4767
DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1380 E. LITTLE CREEK RD., NORFOLK (757)480-1681
DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
5001 GEORGE WASHINGTON HY, PORTSMOUTH (757)487-9339
DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
808 E. ATLANTIC ST., SOUTH HILL (434)447-7961
DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
198 S. INDEPENDENCE BLVD, VIRGINIA BEACH (757)499-3171
DELIGHT VA BEACH 1 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
961 CHIMNEY HILL SHOPPING CTR, VIRGINIA BEACH (757)498-4804
DELIGHT VA BEACH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1410 KEMPSVILLE ROAD, CHESAPEAKE (757)436-5413
DELIGHT VA BEACH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1524 SAMS CIRCLE, CHESAPEAKE (757)549-1423
DELIGHT VA BEACH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
4308 PORTSMOUTH BLVD, CHESAPEAKE (757)488-4526
DELIGHT VA BEACH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1371 ARMORY DRIVE, FRANKLIN (757)562-6314

EXHIBIT R-1 Operating Outlets By State

DELIGHT VA BEACH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1066 INDEPENDENCE BLVD, VIRGINIA BEACH (757)363-7672
DELIGHT VA BEACH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
3700 TIFFANY LANE, VIRGINIA BEACH (757)471-7250
DELIGHT VA BEACH 2 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
4892 PRINCESS ANNE ROAD, VIRGINIA BEACH (757)497-5440
DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1456 MT. PLEASANT RD., CHESAPEAKE (757)482-1372
DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1279 NORTH MILITARY HWY, NORFOLK (757)466-1372
DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
6110 N. MILITARY HWY, NORFOLK (757)431-7187
DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
8275 HAMPTON BOULEVARD, NORFOLK (757)423-1971
DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1365 FREDERICK BLVD, PORTSMOUTH (757)393-2870
DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
835 LONDON BLVD., PORTSMOUTH (757)337-0022
DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
2753 GODWIN BLVD, SUFFOLK (757)923-3987
DELIGHT VA BEACH 3 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
6251 COLLEGE DRIVE, SUFFOLK (757)483-5071
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
117 HILLCREST PARKWAY, CHESAPEAKE (757)421-3469
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
3100 WESTERN BRANCH BLVD., CHESAPEAKE (757)484-7076
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
636 GRASSFIELD PARKWAY, CHESAPEAKE (757)548-1827
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
957 BATTLEFIELD BLVD., CHESAPEAKE (757)547-9780
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
1805 MONTICELLO AVE, NORFOLK (757)627-9500
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
208 E. LITTLE CREEK, NORFOLK (757)583-7092
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
725 NEWTOWN RD, NORFOLK (757)466-9370
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
3904 VICTORY BOULEVARD, PORTSMOUTH (757)488-8340
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
728 NORTH MAIN STREET, SUFFOLK (757)539-6304
DELIGHT VA BEACH 4 LLC, ANDREW R. KRUMHOLZ, RICHARD A. KRUMHOLZ
5233 PROVIDENCE ROAD, VIRGINIA BEACH (757)495-0941
HBF IAD JV, LLC, AIRPANCHO'S LLC, HOJEIJ BRANDED FOODS, LLC, J. STEPHEN OLSEN, WASSIM HOJEIJ
44825 DELTA ROAD, STERLING (703)661-3582
LOGAN SEVEN FOODS LLC, JEFFREY LOGAN, PATRICIA K. LOGAN
506 E. STUART DR, GALAX (276)236-4410
LOGAN SEVEN FOODS LLC, JEFFREY LOGAN, PATRICIA K. LOGAN
2076 CARROLLTON PIKE, HILLSVILLE (276)728-7078
LOGAN SEVEN FOODS LLC, JEFFREY LOGAN, PATRICIA K. LOGAN
531 E. NELSON STREET, LEXINGTON (540)463-5005
LOGAN SEVEN FOODS LLC, JEFFREY LOGAN, PATRICIA K. LOGAN
955 E. MAIN STREET, WYTHEVILLE (276)228-7877
PILOT TRAVEL CENTERS LLC
2126 RUFFIN MILL ROAD, COLONIAL HEIGHTS (804)524-9577
PILOT TRAVEL CENTERS LLC
4610 COUNTY DRIVE, DISPUTANTA (804)863-4618
PILOT TRAVEL CENTERS LLC
139 FACTORY OUTLET DR, MAX MEADOWS (276)637-4231
PILOT TRAVEL CENTERS LLC
713 OAKLAND CIRCLE, RAPHINE (540)377-5587
PILOT TRAVEL CENTERS LLC
23890 ROGERS CLARK BLVD, RUTHER GLEN (804)448-2172
SANDESARA FOOD SERVICES, LLC, DAKSHAY J. PATEL, SHIVANG PATEL
2614 NEW KENT HIGHWAY, QUINTON (804)932-3014
SHIRLEY MAY RESTAURANT GROUP, INC.
1705 SOUTH MAIN STREET, BLACKSBURG (540)552-1440
SHIRLEY MAY RESTAURANT GROUP, INC.
701 N. MAIN ST., BLACKSBURG (540)552-7139
SHIRLEY MAY RESTAURANT GROUP, INC.
1192 RICHMOND ROAD, CHARLOTTESVILLE (434)979-5908
SHIRLEY MAY RESTAURANT GROUP, INC.
416 4TH ST N.W., CHARLOTTESVILLE (434)979-0380
SHIRLEY MAY RESTAURANT GROUP, INC.
11 BANBURY COURT, FISHERSVILLE (540)337-3930
SHIRLEY MAY RESTAURANT GROUP, INC.
1560 SOUTH MAIN STREET, HARRISONBURG (540)434-0218
SHIRLEY MAY RESTAURANT GROUP, INC.
1694 EAST MARKET ST, HARRISONBURG (540)434-3368
SHIRLEY MAY RESTAURANT GROUP, INC.
7370 PEPPERS FERRY ROAD, RADFORD (540)639-3170
SHIRLEY MAY RESTAURANT GROUP, INC.
8764 SEMINOLE TRAIL, RUCKERSVILLE (434)990-2021
SHIRLEY MAY RESTAURANT GROUP, INC.
102 CROSSING WAY, STAUNTON (540)885-5250
SHIRLEY MAY RESTAURANT GROUP, INC.
6 LODGE LANE, VERONA (540)248-2513
SHIRLEY MAY RESTAURANT GROUP, INC.
2050 ROSSER AVENUE, WAYNESBORO (540)943-4433
STONY CREEK FOOD SERVICE II LLC, JOEL REX DAVIS, MELVIN L. DAVIS, JR.
5803 PRINCE GEORGE RD, PRINCE GEORGE (0)-
STONY CREEK FOOD SERVICE II LLC, JOEL REX DAVIS, MELVIN L. DAVIS, JR.
10410 BLUE STAR HWY, STONY CREEK (434)886-0271
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
872 NORTH MAIN STREET, CULPEPER (540)812-2847
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
2301-A PLANK ROAD, FREDERICKSBURG (540)373-8886
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
9910 SOUTHPOINT PARKWAY, FREDERICKSBURG (540)710-7718
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
836 COMMERCE AVENUE, FRONT ROYAL (540)636-6857
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
273 BROADVIEW AVENUE, WARRENTON (540)347-5528
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
1100 BERRYVILLE AVENUE, WINCHESTER (540)667-0161
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
2185 PLEASANT VALLEY, WINCHESTER (540)678-4856
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
327 W RESERVOIR RD, WOODSTOCK (540)459-8225
SUPERIOR RESTAURANT GROUP OF VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
2801 VIRGINIA AVE., COLLINSVILLE (276)647-7557
SUPERIOR RESTAURANT GROUP OF VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
10 OLD SANDS ROAD, RIDGEWAY (276)956-1553
SUPERIOR RESTAURANT GROUP OF VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
19260 JEB STUART HWY, STUART (276)694-2050
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
499 CUMMINGS STREET, ABINGDON (276)628-4751
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
2 CLEAR CREEK ROAD, BRISTOL (276)466-8754
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
470 GATE CITY HWY, BRISTOL (276)669-1992
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
33464 LEE HIGHWAY, GLADE SPRING (276)429-5885
TRI-CITIES RESTAURANT GROUP, LLC, JACK SKOLDS, JAMES HORTON
811 N. MAIN STREET, MARION (276)783-5544
TRINITY FOODS LLC
2330 ROANOKE STREET, CHRISTIANSBURG (540)382-2311
TRINITY FOODS LLC
2355 N. FRANKLIN ST, CHRISTIANSBURG (540)381-1483
TRINITY FOODS LLC
4648 CLEBURNE BLVD, DUBLIN (540)674-8939
TRINITY FOODS LLC
145 KINTER WAY, PEARISBURG (540)921-3787
TRINITY FOODS LLC
250 COMMONWEALTH DRIVE, WYTHEVILLE (276)228-8744
VAB WEN, LLC
1185 NIMMO PARKWAY, VIRGINIA BEACH (757)563-8887
VAB WEN, LLC
1483 GENERAL BOOTH BLVD, VIRGINIA BEACH (757)491-2129
VAB WEN, LLC
1572 MILL DAM ROAD, VIRGINIA BEACH (757)496-2863
VAB WEN, LLC
2201 PACIFIC AVE, VIRGINIA BEACH (757)425-5524
VAB WEN, LLC
2468 NIMMO PARKWAY, VIRGINIA BEACH (757)430-1595
VAB WEN, LLC
3382 VIRGINIA BEACH BLVD., VIRGINIA BEACH (757)305-9843
VAB WEN, LLC
4747 SHORE DRIVE, VIRGINIA BEACH (757)464-1085
VAB WEN, LLC
556 FIRST COLONIAL, VIRGINIA BEACH (757)422-1669
VAB WEN, LLC
5808 NORTHAMPTON BLVD., VIRGINIA BEACH (757)460-0909
VAB WEN, LLC
801 LYNNHAVEN PARKWAY, VIRGINIA BEACH (757)463-5188
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
807 ENGLAND STREET, ASHLAND (804)368-0585

EXHIBIT R-1 Operating Outlets By State

WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
1419 SOUTH MAIN STREET, BLACKSTONE (434)298-0808
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
13201 KINGSTON AVE, CHESTER (804)571-6012
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
2510 W HUNDRED ROAD, CHESTER (804)318-1428
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
6451 CENTRALIA ROAD, CHESTERFIELD (804)318-1718
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
1709 BOULEVARD, COLONIAL HEIGHTS (804)898-3579
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
680 SOUTHPARK BLVD, COLONIAL HEIGHTS (804)431-2392
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
10177 BROOK ROAD, GLEN ALLEN (804)823-5618
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
4231 POUNCEY TRACT ROAD, GLEN ALLEN (804)658-4337
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
5103 OAKLAWN BLVD, HOPEWELL (804)452-6163
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
6824 HULL STREET, NORTH CHESTERFIELD (804)525-6484
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
1859 S CRATER ROAD, PETERSBURG (804)324-4972
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
1792 SOUTH CREEK ONE, POWHATAN (804)594-5617
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
172 E BELT BLVD., RICHMOND (804)658-0152
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
2200 LABURNUM AVENUE, RICHMOND (804)447-3909
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
4026 GLENSIDE DRIVE, RICHMOND (804)729-4189
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
4507 JEFFERSON DAVIS HIGHWAY, RICHMOND (804)562-8493
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
4609 WILLIAMSBURG, RICHMOND (804)658-3742
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
4805 W BROAD STREET, RICHMOND (804)401-8115
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
5212 BROOK ROAD, RICHMOND (804)447-9829
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
8300 BROOK ROAD, RICHMOND (804)447-9866
WEN GAP WEST LLC, CHRISTOPHER M. HAYNES, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JOSEPH ANDERSON
9116 W BROAD STREET, RICHMOND (804)477-7481
WEN VIRGINIA, LLC
11650 LAKERIDGE PARKWAY, ASHLAND (804)368-6532
WEN VIRGINIA, LLC
900 MARKET AVE, EMPORIA (434)348-0274
WEN VIRGINIA, LLC
441 MARKET STREET, GORDONSVILLE (434)207-6313
WEN VIRGINIA, LLC
7101 MECHANICSVILLE TNPK, MECHANICSVILLE (804)730-0288
WEN VIRGINIA, LLC
9351 ATLEE RD, MECHANICSVILLE (804)723-6460
WEN VIRGINIA, LLC
10400 HULL STREET RD, MIDLOTHIAN (804)276-0236
WEN VIRGINIA, LLC
13822 VILLAGE PLACE DR, MIDLOTHIAN (804)794-7155
WEN VIRGINIA, LLC
6768 LAKE HARBOUR DR., MIDLOTHIAN (804)601-3202
WEN VIRGINIA, LLC
11235 MIDLOTHIAN TURNPIKE, RICHMOND (804)404-2134
WEN VIRGINIA, LLC
2120 JOHN ROLFE PARKWAY, RICHMOND (804)256-7875
WEN VIRGINIA, LLC
5620 HOPKINS RD, RICHMOND (804)256-7871
WEN VIRGINIA, LLC
7030 IRON BRIDGE RD, RICHMOND (804)256-7894
WEN VIRGINIA, LLC
7802 MIDLOTHIAN TURNPIKE, RICHMOND (804)482-3626
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JUDY MARIE ANDERSON, MARK J. GEORGE
12221 JEFFERSON AVE, NEWPORT NEWS (757)249-8016
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JUDY MARIE ANDERSON, MARK J. GEORGE
14496 WARWICK BLVD., NEWPORT NEWS (757)874-5337
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JUDY MARIE ANDERSON, MARK J. GEORGE
15492 WARWICK BLVD, NEWPORT NEWS (757)887-2489
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JUDY MARIE ANDERSON, MARK J. GEORGE
1907 POCAHONTAS TRAIL, WILLIAMSBURG (757)220-3114
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JUDY MARIE ANDERSON, MARK J. GEORGE
1989 RICHMOND ROAD, WILLIAMSBURG (757)229-1422
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JUDY MARIE ANDERSON, MARK J. GEORGE
4824 MONTICELLO AVE, WILLIAMSBURG (757)229-1850
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, JUDY MARIE ANDERSON, MARK J. GEORGE
6666 RICHMOND ROAD, WILLIAMSBURG (757)565-1373
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, MARK J. GEORGE
7149 GEORGE WASHINGTON MEMORIAL HWY, GLOUCESTER (804)694-4825
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, MARK J. GEORGE
4321 GEORGE WASHINGTON MEM HWY, GRAFTON (757)898-7639
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, MARK J. GEORGE
3022 GEORGE WASHINGTON MEMORIAL HWY, HAYES (804)642-7475
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, MARK J. GEORGE
432 N MAIN ST, KILMARNOCK (804)577-4317
WEN-GAP LLC, EDWARD P. ANDERSON, JR., EDWARD PAUL ANDERSON, MARK J. GEORGE
8020 GEORGE WASHINGTON MEM HWY, YORKTOWN (757)874-4076
WEND BALTIMORE SOUTH LLC
229 SOUTH VAN DORN ST., ALEXANDRIA (703)823-9888
WEND BALTIMORE SOUTH LLC
8700 RICHMOND HWY., ALEXANDRIA (703)360-1939
WEND BALTIMORE SOUTH LLC
7530 LITTLE RIVER TPKE, ANNANDALE (703)914-0594
WEND BALTIMORE SOUTH LLC
3431 COLUMBIA PIKE, ARLINGTON (667)281-1070
WEND BALTIMORE SOUTH LLC
5050 CHESTERFIELD RD., ARLINGTON (703)578-1991
WEND BALTIMORE SOUTH LLC
5066 LEE HIGHWAY, ARLINGTON (703)532-1312
WEND BALTIMORE SOUTH LLC
20025 ASHBROOK COMMONS PLAZA, ASHBURN (571)223-3804
WEND BALTIMORE SOUTH LLC
43195 BROADLANDS CENTER PLAZA, ASHBURN (703)724-1472
WEND BALTIMORE SOUTH LLC
6056 BURKE COMMONS ROAD, BURKE (703)250-5564
WEND BALTIMORE SOUTH LLC
14106 WESTVIEW DRIVE, CENTREVILLE (703)543-8815
WEND BALTIMORE SOUTH LLC
14445 BROOKFIELD TOWER DR, CHANTILLY (703)802-9331
WEND BALTIMORE SOUTH LLC
4070 AIRLINE PARKWAY, CHANTILLY (703)961-8692
WEND BALTIMORE SOUTH LLC
10695A BRADDOCK ROAD, FAIRFAX (703)543-6899
WEND BALTIMORE SOUTH LLC
13030 FAIR LAKES SHOPPING CTR, FAIRFAX (703)968-0266
WEND BALTIMORE SOUTH LLC
4000 JERMANTOWN RD, FAIRFAX (703)385-3344
WEND BALTIMORE SOUTH LLC
9688 MAIN STREET, FAIRFAX (703)764-3104
WEND BALTIMORE SOUTH LLC
3040 GATE HOUSE PLZA, FALLS CHURCH (703)641-0309
WEND BALTIMORE SOUTH LLC
6349 SEVEN CORNERS, FALLS CHURCH (703)538-3854
WEND BALTIMORE SOUTH LLC
7391 LEE HIGHWAY, FALLS CHURCH (703)560-2561
WEND BALTIMORE SOUTH LLC
588 WARRENTON RD, FREDERICKSBURG (540)372-9476
WEND BALTIMORE SOUTH LLC
2160 CENTREVILLE ROAD, HERNDON (703)435-2603
WEND BALTIMORE SOUTH LLC
404 E. MARKET STREET, LEESBURG (703)771-4961

WEND BALTIMORE SOUTH LLC
10700 BULLOCH DRIVE, MANASSAS (703)530-7101
WEND BALTIMORE SOUTH LLC
8010 SUDLEY ROAD, MANASSAS (703)369-2288
WEND BALTIMORE SOUTH LLC
8989 CENTREVILLE RD., MANASSAS (703)369-2244
WEND BALTIMORE SOUTH LLC
9680 LIBERIA AVENUE, MANASSAS (703)257-5716
WEND BALTIMORE SOUTH LLC
1701 BRACKNELL DRIVE, RESTON (703)437-7292
WEND BALTIMORE SOUTH LLC
8101 LOISDALE RD, SPRINGFIELD (703)339-4950
WEND BALTIMORE SOUTH LLC
145 GARRISONVILLE ROAD, STAFFORD (540)659-0016
WEND BALTIMORE SOUTH LLC
24310 LIBERTY HARVEST CT, STERLING (0)-
WEND BALTIMORE SOUTH LLC
46350 POTOMAC RUN PLAZA, STERLING (571)313-0042
WEND BALTIMORE SOUTH LLC
42035 VILLAGE CENTER PLZ, STONE RIDGE (703)327-2119
WEND BALTIMORE SOUTH LLC
1433 TAPPANHANNOCK BLVD, TAPPAHANNOCK (804)443-5262
WEND BALTIMORE SOUTH LLC
411 EAST MAPLE AV, VIENNA (703)242-7332
WEND BALTIMORE SOUTH LLC
8301 LEESBURG PIKE, VIENNA (703)893-6025
WEND BALTIMORE SOUTH LLC
14113 JEFFERSON DAVIS HWY., WOODBRIDGE (703)491-7000
WEND BALTIMORE SOUTH LLC
14493 GIDEON DR, WOODBRIDGE (703)491-5680
WEND BALTIMORE SOUTH LLC
1470 OLD BRIDGE RD, WOODBRIDGE (703)490-1712
WEND BALTIMORE SOUTH LLC
2410 PRINCE WILLIAM PARKWAY, WOODBRIDGE (703)497-2546
WEND BALTIMORE SOUTH LLC
4461 CHESHIRE STATION WAY, WOODBRIDGE (703)897-7329
WEND CENTRAL MARYLAND LLC
16472 CONSUMER ROW, KING GEORGE (540)625-8005
WENDBECK CORP., JEFFREY J. COGHLAN, LEWIS E. TOPPER
1312 SOUTH CRAIG STREET, COVINGTON (0)-
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
508 COMMERCE DR, BLUEFIELD (276)322-3802
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
21 HIGHLAND DR, LEBANON (276)889-4492
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
619 MARKET ST, NORTH TAZEWELL (276)988-7383
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
12688 GOVERNOR G C PEERY HWY, POUNDING MILL (276)963-5702
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
2643 FRONT ST, RICHLANDS (276)964-9531
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
105 JACKSON RD, WISE (276)679-0615
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
1489 BOXWOOD TERRACE, BEDFORD (540)586-2262
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
5 KINGSTON DRIVE, DALEVILLE (540)992-6266
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
14620 WARDS ROAD, LYNCHBURG (434)266-1008
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
2109 WARDS RD., LYNCHBURG (434)237-0029
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
2510 MEMORIAL AVE., LYNCHBURG (434)528-1383
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
7909 TIMBERLAKE, LYNCHBURG (434)237-4543
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
5008 AMHERST HIGHWAY, MADISON HEIGHTS (434)846-5837
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
1419 WILLIAMSON ROAD, ROANOKE (540)344-0599
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
1612 HERSHBERGER RD NW, ROANOKE (540)563-2178
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
3555 ORANGE AVENUE, ROANOKE (540)982-5652
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
4369 ELECTRIC RD, ROANOKE (540)774-0939
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
7111 WILLIAMSON ROAD, ROANOKE (540)366-6889
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
1607 W. MAIN STREET, SALEM (540)387-1991
WENDY'S OF WESTERN VIRGINIA, INC., SALLY J. ABSHIRE
2103 APPERSON DRIVE, SALEM (540)444-0338
WMILCO, LLC
9400 DECATUR AVE, NORFOLK (757)632-3570
WMILCO, LLC
1449 TOMCAT BLVD, VIRGINIA BEACH (757)716-8534
WMILCO, LLC
3600 D STREET, VIRGINIA BEACH (757)716-8774

WASHINGTON

BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
1022 E WISHKAH ST, ABERDEEN (360)532-0911
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
3404 172 ND ST NE, ARLINGTON (360)653-2437
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
302 15TH NE, AUBURN (253)939-6144
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
902 OUTLET COLLECTION WAY, AUBURN (253)333-9832
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
940 BELLEVUE WAY NE, BELLEVUE (425)454-1711
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
140 S SAMISH WAY, BELLINGHAM (360)752-0055
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
4371 MERIDIAN STREET, BELLINGHAM (360)733-6567
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
18211 STATE ROUTE 410 E, BONNEY LAKE (253)891-1742
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
22928 BOTHELL-EVERETT HIGHWAY, BOTHELL (425)488-0590
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
20 SOUTH DEWEY STREET, BREMERTON (360)373-0195
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
15700 1ST AVE. S., BURIEN (206)244-7084
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
1560 S. BURLINGTON BLVD., BURLINGTON (360)757-0828
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
16703 SE 272ND ST, COVINGTON (253)630-3095
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
12 GRANT RD, EAST WENATCHEE (509)661-2732
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
11905 HWY 99, EVERETT (425)513-1255
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
2510 BROADWAY, EVERETT (425)259-5222
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
7514 EVERGREEN WAY, EVERETT (425)355-4449
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
9930 19TH AVENUE SOUTHEAST, EVERETT (425)385-8568
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
34506 16TH AVE S, FEDERAL WAY (253)638-4953
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
5016 PACIFIC HWY EAST, FIFE (253)922-6382
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
25350 PACIFIC HWY S, KENT (253)941-0176
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
505 E. SMITH, KENT (253)852-3559
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
6331 S 212TH STREET, KENT (253)395-5634
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
11525 NE 124TH STREET, KIRKLAND (425)821-8703
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
526 SLEATER-KINNEY RD SE, LACEY (360)459-7373
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
819 91ST AVENUE NE, LAKE STEVENS (425)322-4598
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
10619 PACIFIC HWY SW, LAKEWOOD (253)589-2280
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
5117 196TH SW, LYNNWOOD (425)775-0044
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
6315 33RD AVENUE NE, MARYSVILLE (360)659-4399
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
810 SOUTH 5TH STREET, MOUNT VERNON (360)854-3160
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
100 CHARLES PORTER BLVD, BLDG #2848, OAK HARBOR (360)679-0114
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
31255 S. R. 20, OAK HARBOR (360)675-1333
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
2427 W HARRISON AVE, OLYMPIA (360)943-8941
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
7530 MARTIN WAY E, OLYMPIA (360)456-1982
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
1830 EAST 1ST STREET, PORT ANGELES (360)452-8808
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
3487 BETHEL ROAD SE, PORT ORCHARD (360)874-9504
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
21225 OLHAVA WAY NW, POULSBO (360)394-1511
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
10220 SUNRISE DRIVE E, PUYALLUP (253)770-3759
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
4113 S MERIDIAN, PUYALLUP (253)841-1597

BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
15945 REDMOND WAY, REDMOND (425)885-0988
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
10619 SE CARR RD, RENTON (425)235-7325
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
230 RAINIER AVE. SOUTH, RENTON (425)271-6251
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
11744 LAKE CITY WAY, SEATTLE (206)365-5167
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
2543 RAINIER AVE., SEATTLE (206)723-3113
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
5315 15TH AVENUE NW, SEATTLE (206)783-3575
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
3009 OLYMPIC HIGHWAY NORTH, SHELTON (360)968-1089
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
9598 RIDGETOP BLVD NW, SILVERDALE (360)613-0544
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
10723 BRIDGEPORT WAY, TACOMA (253)588-1115
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
1401 72ND ST. E., TACOMA (253)473-1659
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
15807 PACIFIC AVE S, TACOMA (253)539-9207
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
4112 S. STEELE ST., TACOMA (253)475-7816
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
15010 PACIFIC HWY SOUTH, TUKWILA (206)248-1748
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
16300 WEST VALLEY HWY, TUKWILA (425)204-9986
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
1919 N WENATCHEE AVENUE, WENATCHEE (509)667-1223
BURGER MANAGEMENT SYSTEMS WASHINGTON INC.
13514 NE 175TH, WOODINVILLE (425)481-9665
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
1010 SW SCOTTON WAY, BATTLE GROUND (360)687-8002
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
822 WASHINGTON WAY, LONGVIEW (360)425-0050
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
1901 NE 162ND AVENUE, VANCOUVER (360)882-5665
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
7909 NE 6TH AVE, VANCOUVER (360)574-3900
GROUP W AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, STEPHEN HARRIS
8701 NE ANDRESEN ROAD, VANCOUVER (360)882-4224
JORCODY RESTAURANTS, INC., SEAN P. LEBLE
11505 N.E. 4TH PLAIN BLVD., VANCOUVER (360)260-2766
JORCODY RESTAURANTS, INC., SEAN P. LEBLE
13723 SE MILL PLAIN BLVD., VANCOUVER (360)604-9422
JORCODY RESTAURANTS, INC., SEAN P. LEBLE
400 S.E. 192ND AVE., VANCOUVER (360)882-0552
JORCODY RESTAURANTS, INC., SEAN P. LEBLE
7601 NE FOURTH PLAIN RD, VANCOUVER (360)260-9447
LATRELLES FLIGHT KITCHEN, L.P., KENNETH A. JAMES, LATRELLE D. JAMES, W.A. JAMES, JR.
17801 INTERNATIONAL BLVD, SEATTLE (0)-
TWINCO, INC., JASMEL SANGHA, SUSHEEL SANGHA
817 HARRISON AVE, CENTRALIA (360)330-9229
TWINCO, INC., JASMEL SANGHA, SUSHEEL SANGHA
1509 NW LOUISIANA AVE, CHEHALIS (360)748-8320
WENSPOK RESOURCES, LLC, PETER B. NISBET
1510 S. CANYON ROAD, ELLENSBURG (509)955-3759
WENSPOK RESOURCES, LLC, PETER B. NISBET
1201 NORTH BARKER ROAD, GREENACRES (509)927-7101
WENSPOK RESOURCES, LLC, PETER B. NISBET
7003 W CANAL DR, KENNEWICK (509)783-1098
WENSPOK RESOURCES, LLC, PETER B. NISBET
1591 EAST YONEZAWA BOULEVARD, MOSES LAKE (509)350-5185
WENSPOK RESOURCES, LLC, PETER B. NISBET
2311 W. COURT, PASCO (509)545-6320
WENSPOK RESOURCES, LLC, PETER B. NISBET
5706 N. ROAD 68, PASCO (509)792-1622
WENSPOK RESOURCES, LLC, PETER B. NISBET
930 GEORGE WASHINGTON WAY, RICHLAND (509)943-1018
WENSPOK RESOURCES, LLC, PETER B. NISBET
2119 N. ARGONNE, SPOKANE (509)924-9493
WENSPOK RESOURCES, LLC, PETER B. NISBET
4401 S. REGAL STREET, SPOKANE (509)443-2495
WENSPOK RESOURCES, LLC, PETER B. NISBET
5615 E. SPRAGUE AVENUE, SPOKANE (509)532-8800
WENSPOK RESOURCES, LLC, PETER B. NISBET
830 NORTH DIVISION, SPOKANE (509)328-8885
WENSPOK RESOURCES, LLC, PETER B. NISBET
9114 NEWPORT HIGHWAY, SPOKANE (509)465-1569
WENSPOK RESOURCES, LLC, PETER B. NISBET
225 N. SULLIVAN ROAD, VERADALE (509)928-1848
WENSPOK RESOURCES, LLC, PETER B. NISBET
2708 WEST NOB HILL BOULEVARD, YAKIMA (509)571-1139

WEST VIRGINIA

M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
3621 N MAIN ST, CHAPMANVILLE (304)855-2481
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
2072 SMOOT AVE, DANVILLE (304)369-3823
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
110 WATER ST, LOGAN (304)752-2797
M & J RESTAURANTS, INC., JOHN W. HUGHES, MICHAEL OMALLEY, RYAN P. OMALLEY, SHAWN F. OMALLEY
145 HUFFCREEK HWY, MAN (304)583-0106
PRIMARY AIM, LLC
205 MARSHALL ST N, BENWOOD (304)232-6144
PRIMARY AIM, LLC
1241 W MAIN ST, BRIDGEPORT (304)842-4917
PRIMARY AIM, LLC
280 WHITE OAKS BLVD, BRIDGEPORT (304)933-3255
PRIMARY AIM, LLC
44 SOUTH KANAWHA STREET, BUCKHANNON (304)472-7563
PRIMARY AIM, LLC
811 W. PIKE STREET, CLARKSBURG (304)624-6800
PRIMARY AIM, LLC
1503 HARRISON AVE, ELKINS (304)636-9596
PRIMARY AIM, LLC
1503 LOCUST STREET, FAIRMONT (304)366-2919
PRIMARY AIM, LLC
949 E PARK AVE, FAIRMONT (304)367-9738
PRIMARY AIM, LLC
101 SESAME DRIVE, MORGANTOWN (304)599-5895
PRIMARY AIM, LLC
1505 EARL L CORE RD, MORGANTOWN (304)292-0904
PRIMARY AIM, LLC
306 VENTURE DRIVE, MORGANTOWN (304)292-6493
PRIMARY AIM, LLC
351 PATTESON DRIVE, MORGANTOWN (304)598-3793
PRIMARY AIM, LLC
505 LAFAYETTE AVE, MOUNDSVILLE (304)843-1470
PRIMARY AIM, LLC
220 CABELA DR, TRIADELPHIA (304)547-0329
PRIMARY AIM, LLC
205 THREE SPRINGS DRIVE, WEIRTON (304)723-0326
PRIMARY AIM, LLC
1215 COMMERCE STREET, WELLSBURG (304)737-3112
PRIMARY AIM, LLC
673 US HIGHWAY 33 EAST, WESTON (304)269-4187
PRIMARY AIM, LLC
12 ELM GROVE CROSSING MALL, WHEELING (304)243-0156
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
764 EAST WASHINGTON ST., CHARLES TOWN (304)725-1980
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
1101 N QUEEN ST, MARTINSBURG (304)263-2142
SUPERIOR RESTAURANT GROUP OF NORTHERN VIRGINIA, INC., ROBERT C. CAMMARANO, TODD B. BIALOW
765 FOXCROFT AVE, MARTINSBURG (304)901-2684
WEND BALTIMORE NORTH LLC
5332 HAMMONDS MILL ROAD, FALLING WATERS (304)274-1077
WENDBECK CORP., JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
795 RITTER DR, BEAVER (304)255-0840
WENDBECK CORP., JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
120 HARPER PARK DR, BECKLEY (304)252-3834
WENDBECK CORP., JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
4141 ROBERT C. BYRD DR, BECKLEY (304)252-0864
WENDBECK CORP., JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
176 FAYETTE TOWN CTR, FAYETTEVILLE (304)574-2913
WENDBECK CORP., JEFFREY J. COGHLAN, LEWIS E. TOPPER, NORMAN BOBROW
200 MAIN ST, OAK HILL (304)465-8659
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
113 COURTHOUSE RD, PRINCETON (304)425-6178
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
211 MEADOWFIELD LANE, PRINCETON (304)425-4376
WENDBTW, LLC, CHERIE FIELDS, NORMAN BOBROW
18664 COAL HERITAGE RD, WELCH (304)436-6088
WENDELK CORP., CLARK MANAGEMENT CORP., JEFFREY J. COGHLAN, LEWIS E. TOPPER
811 NORTHSIDE DRIVE, SUMMERSVILLE (304)872-2000
WENDELK CORP., CLARK MANAGEMENT CORP., JEFFREY J. COGHLAN, LEWIS E. TOPPER
60 WOODWARD DRIVE, SUTTON (304)765-7192
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
84 ELIZABETH PIKE, MINERAL WELLS (304)489-3334

WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
380 N STATE ROUTE 2, NEW MARTINSVILLE (304)455-6370
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
1603 7TH STREET, PARKERSBURG (304)485-4112
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
2602 GIHON ROAD, PARKERSBURG (304)428-5911
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
3800 EMERSON AVENUE, PARKERSBURG (304)428-6066
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
914 2ND STREET, ST. MARYS (304)684-2609
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
2201 GRAND CENTRAL AVE, VIENNA (304)295-8642
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
38232 MIDLAND TRAIL, CALDWELL (304)536-1145
WENDPARK, LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN
1 RED OAKS SHOPPING CTR, RONCEVERTE (304)645-2304
WENDRIP LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN, NORMAN BOBROW
401 WASHINGTON ST, RAVENSWOOD (304)273-3703
WENDRIP LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN, NORMAN BOBROW
307 WEST MAIN STREET, RIPLEY (304)372-3803
WENDRIP LLC, BILLY RAY BLACKBURN, KIMBERLY L. BLACKBURN, NORMAN BOBROW
134 MAIN ST, SPENCER (304)927-5963
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
404 HUNTINGTON MALL, BARBOURSVILLE (304)733-0467
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
121 VIRGINIA STREET E., CHARLESTON (304)342-0662
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
1617 WASHINGTON STREET E., CHARLESTON (304)346-9130
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
312 OLD GOFF MOUNTAIN ROAD, CHARLESTON (304)776-4364
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
3515 MAC CORKLE AVE.S.E., CHARLESTON (304)925-6814
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
600 CLEARVIEW HEIGHTS, CHARLESTON (304)984-9843
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
621 WASHINGTON STREET, CHARLESTON (304)343-9175
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
913 DUNBAR AVE., DUNBAR (304)768-8592
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
1850 ADAMS AVENUE, HUNTINGTON (304)429-4141
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
2130 E. FIFTH AVE., HUNTINGTON (304)525-1223
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
3080 16TH STREET ROAD, HUNTINGTON (304)525-3851
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
4901 US ROUTE 60 E, HUNTINGTON (304)733-2534
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
30 POINTE PLACE, HURRICANE (681)235-7008
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
9015 MAC CORKLE AVE, MARMET (304)949-5154
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
1300 JOHNS CREEK ROAD, MILTON (304)743-6223
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
4100 1ST AVE, NITRO (304)755-1368
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
2325 JACKSON AVENUE, POINT PLEASANT (304)675-9950
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
2805 MOUNTAINEER BLVD, SOUTH CHARLESTON (304)746-0148
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
4007 MACCORKLE AVE SW, SOUTH CHARLESTON (304)744-1007
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
517 W. MACCORKLE AVE, ST. ALBANS (304)722-9203
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
700 MCGINNIS DRIVE, WAYNE (304)272-3100
WENDSCHMIDT WV, INC., D. SCOTT SCHMIDT, JUSTIN SCOTT SCHMIDT
3695 WINFIELD ROAD, WINFIELD (304)586-5373

WISCONSIN

BRIDGEMAN FOODS II, INC., MANNA, INC.
901 HANSEN ROAD, ASHWAUBENON (920)499-6992
BRIDGEMAN FOODS II, INC., MANNA, INC.
102 FRANCES LANE, BEAVER DAM (920)885-5237
BRIDGEMAN FOODS II, INC., MANNA, INC.
2800 MILWAUKEE ROAD, BELOIT (608)365-3679
BRIDGEMAN FOODS II, INC., MANNA, INC.
9133 N. DEERWOOD, BROWN DEER (414)365-9443
BRIDGEMAN FOODS II, INC., MANNA, INC.
2049 MILWAUKEE AVENUE, BURLINGTON (262)534-7900
BRIDGEMAN FOODS II, INC., MANNA, INC.
105 EVCO CIR, DE FOREST (608)912-0812
BRIDGEMAN FOODS II, INC., MANNA, INC.
1265 E GENEVA STREET, DELAVAN (262)728-0140
BRIDGEMAN FOODS II, INC., MANNA, INC.
2858 FISH HATCHERY ROAD, FITCHBURG (608)274-1319
BRIDGEMAN FOODS II, INC., MANNA, INC.
6715 S. 27TH ST., FRANKLIN (414)761-3738
BRIDGEMAN FOODS II, INC., MANNA, INC.
N96W17600 COUNTY LINE RD, GERMANTOWN (262)255-1315
BRIDGEMAN FOODS II, INC., MANNA, INC.
1100 RADISSON STREET, GREEN BAY (920)430-8580
BRIDGEMAN FOODS II, INC., MANNA, INC.
7707 W. LAYTON AVENUE, GREENFIELD (414)281-0222
BRIDGEMAN FOODS II, INC., MANNA, INC.
1530 MILTON AVE., JANESVILLE (608)752-1744
BRIDGEMAN FOODS II, INC., MANNA, INC.
3222 OLD HUMES ROAD, JANESVILLE (608)752-6644
BRIDGEMAN FOODS II, INC., MANNA, INC.
3811 75TH ST., KENOSHA (262)697-5680
BRIDGEMAN FOODS II, INC., MANNA, INC.
4420 - 52ND STREET, KENOSHA (262)656-0079
BRIDGEMAN FOODS II, INC., MANNA, INC.
5210 SHERIDAN ROAD, KENOSHA (262)652-6064
BRIDGEMAN FOODS II, INC., MANNA, INC.
7435 122ND AV., KENOSHA (262)857-2755
BRIDGEMAN FOODS II, INC., MANNA, INC.
4422 MORMON COULEE ROAD, LA CROSSE (608)788-1084
BRIDGEMAN FOODS II, INC., MANNA, INC.
2421 S. STOUGHTON, MADISON (608)223-1120
BRIDGEMAN FOODS II, INC., MANNA, INC.
3910 WASHINGTON AVE, MADISON (608)244-1999
BRIDGEMAN FOODS II, INC., MANNA, INC.
633 S. GAMMON ROAD, MADISON (608)271-8789
BRIDGEMAN FOODS II, INC., MANNA, INC.
4441 CALUMET AVE, MANITOWOC (920)686-0679
BRIDGEMAN FOODS II, INC., MANNA, INC.
11201 W SILVER SPRING DR, MILWAUKEE (414)461-9809
BRIDGEMAN FOODS II, INC., MANNA, INC.
2310 SOUTH 43RD STREET, MILWAUKEE (414)384-0076
BRIDGEMAN FOODS II, INC., MANNA, INC.
2725 W. CAPITOL, MILWAUKEE (414)873-4835
BRIDGEMAN FOODS II, INC., MANNA, INC.
3050 S. CHASE, MILWAUKEE (414)744-9160
BRIDGEMAN FOODS II, INC., MANNA, INC.
4601 W. NORTH AVENUE, MILWAUKEE (414)873-4763
BRIDGEMAN FOODS II, INC., MANNA, INC.
580 W. LAYTON AVENUE, MILWAUKEE (414)747-4679
BRIDGEMAN FOODS II, INC., MANNA, INC.
6225 W. CAPITOL, MILWAUKEE (414)438-1435
BRIDGEMAN FOODS II, INC., MANNA, INC.
627 E. CAPITOL DRIVE, MILWAUKEE (414)962-6759
BRIDGEMAN FOODS II, INC., MANNA, INC.
633 W. NORTH AVENUE, MILWAUKEE (414)263-7397
BRIDGEMAN FOODS II, INC., MANNA, INC.
8331 BROWN DEER ROAD, MILWAUKEE (414)355-0967
BRIDGEMAN FOODS II, INC., MANNA, INC.
914 N. 27TH STREET, MILWAUKEE (414)933-9144
BRIDGEMAN FOODS II, INC., MANNA, INC.
S64W15924 COMMERCE CENTER PARKWAY, MUSKEGO (262)682-1300
BRIDGEMAN FOODS II, INC., MANNA, INC.
2660 S. MOORLAND BLVD, NEW BERLIN (262)786-7106
BRIDGEMAN FOODS II, INC., MANNA, INC.
7940 S. HOWELL, OAK CREEK (414)766-9977
BRIDGEMAN FOODS II, INC., MANNA, INC.
9053 S. 13TH STREET, OAK CREEK (414)764-6850
BRIDGEMAN FOODS II, INC., MANNA, INC.
9346 STATE ROAD 16, ONALASKA (608)781-5560
BRIDGEMAN FOODS II, INC., MANNA, INC.
2050 SILVERNAIL, PEWAUKEE (262)521-0718
BRIDGEMAN FOODS II, INC., MANNA, INC.
4910 WASHINGTON AVENUE, RACINE (262)634-8373
BRIDGEMAN FOODS II, INC., MANNA, INC.
3645 S TAYLOR DRIVE, SHEBOYGAN (920)451-0295
BRIDGEMAN FOODS II, INC., MANNA, INC.
611 S. SYLVANIA AVE, STURTEVANT (262)833-0830
BRIDGEMAN FOODS II, INC., MANNA, INC.
7035 DURAND AVENUE, STURTEVANT (262)598-9101
BRIDGEMAN FOODS II, INC., MANNA, INC.
743 W. MAIN ST., SUN PRAIRIE (608)837-8189
BRIDGEMAN FOODS II, INC., MANNA, INC.
2112 E. MORELAND BLVD, WAUKESHA (262)549-1180
BRIDGEMAN FOODS II, INC., MANNA, INC.
3140 N. 124TH STREET, WAUWATOSA (414)774-2772
BRIDGEMAN FOODS II, INC., MANNA, INC.
10933 WEST GREENFIELD AVENUE, WEST ALLIS (414)257-3266

BRIDGEMAN FOODS II, INC., MANNA, INC.
650 W. PARADISE DRIVE, WEST BEND (262)365-0411
HAZA FOODS OF MINNESOTA LLC
959 W. CLAIRMONT AVE., EAU CLAIRE (715)531-0122
HAZA FOODS OF MINNESOTA LLC
2218 CRESTVIEW DRIVE, HUDSON (715)220-4765
HAZA FOODS OF MINNESOTA LLC
1627 NORTH BROADWAY, MENOMONIE (715)309-5927
PILOT TRAVEL CENTERS LLC
1101 GATEWAY AVENUE, MAUSTON (608)847-5378
STARBOARD WITH CHEESE, LLC
3300 S. ONEIDA, APPLETON (920)968-5433
STARBOARD WITH CHEESE, LLC
3815 WISCONSIN AVENUE, APPLETON (920)968-8055
STARBOARD WITH CHEESE, LLC
2360 WESTOWNE AVE, OSHKOSH (920)966-9940

WYOMING

BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, MARK GALLEGOS
1830 DELL RANGE BLVD, CHEYENNE (307)635-0392
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, MARK GALLEGOS
2520 E. LINCOLN WAY, CHEYENNE (307)632-8232
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, MARK GALLEGOS
3305 W. COLLEGE DR, CHEYENNE (307)638-2976
BODAN AKSAN IA, LLC, IRFAN ERIK NOORALI MOOSA, MARK GALLEGOS
3103 GRAND AVE, LARAMIE (307)742-0082
PHOENIX PARTNERS, LLC
115 N 2ND STREET, EVANSTON (307)789-6393
PHOENIX PARTNERS, LLC
525 W BROADWAY, JACKSON (307)733-5636
PILOT TRAVEL CENTERS LLC
1452 MCCUE ST., LARAMIE (307)742-2878
WENDOMING FOOD SERVICE OF CASPER, INC., GAIL A. BURKIS, KENNETH C. DRAKE
4281 EAST SECOND STREET, CASPER (307)237-9378
WENDOMING FOOD SERVICE OF GILLETTE, INC., GAIL A. BURKIS, KENNETH C. DRAKE
1913 S. DOUGLAS HIGHWAY, GILLETTE (307)686-0106
WENDOMING FOOD SERVICE OF ROCK SPRINGS, INC.
1981 DEWAR DRIVE, ROCK SPRINGS (307)362-6985
WENDOMING RIVERTON, INC.
1800 N. FEDERAL BLVD., RIVERTON (307)856-6538
WENDOMING WEST CASPER, LLC
1111 CY AVENUE, CASPER (307)235-4578
WENTANA EAST, LLC, PETER B. NISBET
1456 SHERIDAN AVE., CODY (307)527-7636
WENTANA EAST, LLC, PETER B. NISBET
1319 COFFEEN AVE, SHERIDAN (307)674-9281

EXHIBIT R-2

FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPEN
As of January 2, 2023

Franchisee	Location
ARIZONA	
WenZona Prescott, LLC Kenneth C. Drake Kyle A. Drake Rudy Mena (480) 730-5726	#14346-12576 650 Miller Valley Road, Prescott, Arizona
JMJ-LLC Jason M. Pastore Yvonne J. Pastore	#14277-13056 N 75th Ave & W Glendale Ave, Glendale, Arizona
Triwest Restaurants, L.L.C. Richard W. Holland	#14357-13500 1710 East Tucson Marketplace, Tucson, Arizona
ARKANSAS	
Wen Tennessee, LLC	#14302-13901 1551 N Missouri St, West Memphis, Arkansas
Fourjay, L.L.C. J. Howard Martindale (501) 372-2000	#14139-13529 821 W Monroe Ave, Lowell, Arkansas
CALIFORNIA	
WOW Ventures, Inc. Navdip S. Dhillon (925) 364-7271	#14180-12898 1082 Main St, Oakley, California
Cotti Foods California, Inc. (949) 585-9191	#14136-13260 3838 Tyler Street, Riverside, California #14260-13332 29889 Santa Margarita Parkway, Rancho Santa Margarita, California
Continental Food Management, Inc. Amer Boukai (949) 701-4960	#14238-13822 2645 S Melrose Dr, Vista, California
Vessel Operating Holdco LLC	#13427-13988 1517 W Adams Blvd, Los Angeles, California
Riise Hospitality Group, LLC	#14144-14053 1460 N Lovers Lane, Ukiah, California
COLORADO	
Aksan United Fortune, Inc. Irfan Erik Noorali Moosa David L. See	#14281-13799 2770 S Colorado Blvd #150, Denver, Colorado
Aksan United Fortune, Inc.	#14349-13467 9111 E 40th Ave #3, Denver, Colorado
FLORIDA	
QFRM Dev FL, LLC Timothy Cloe Denise Cloe	#14243-13451 1018 Technology Ave., North Port, Florida
QFRM 7 LLC Timothy Cloe Denise Cloe	#14282-13390 2523 Skyline Blvd., Cape Coral, Florida
D&C Foods, Inc. Carl Hayes Hoover (770) 448-0300	#14330-13612 2659 NW 13th St, Gainesville, Florida

EXHIBIT R-2

Franchisee	Location
GEORGIA	
Wen Georgia, LLC (616) 776-2600	#14301-13536 4219 Martin Rd, Flowery Branch, Georgia
INDIANA	
Wendys of Bloomington, Inc. William Parks (812) 339-3639	#14345-12886 3419 E Market St, Logansport, Indiana
MARYLAND	
Wend Baltimore North LLC	#14284-13540 8610 Liberty Road, Randallstown, Maryland
MICHIGAN	
WM Limited Partnership-1998 (616) 776-2600	#14293-13649 4755 Lake Michigan Drive, Allendale, Michigan
MISSISSIPPI	
Wen Tennessee, LLC	#14297-13582 4125 Goodman Rd, Horn Lake, Mississippi
MISSOURI	
BB St. Louis, LLC (502) 254-7130	#14347-13874 5624 Telegraph Rd, Saint Louis, Missouri
Road Ranger LLC	#14328-13883 2101 S Prigmore Ave, Joplin, Missouri
Wendy's of Missouri, Inc. Michael K. Hamra (417) 887-7677	#14356-13895 1501 E Mount Vernon Blvd, Mount Vernon, Missouri #14215-13026 308 S 9th St, Suite 101, Columbia, Missouri
NEW JERSEY	
Yum & Chill Wen Holdings LLC Nirav Mehta Rooni Mehta Rupal Patel (732) 500-5165	#13844-13589 39 Walmart Plaza, Clinton, New Jersey #13847-13569 209 Route 46, Rockaway, New Jersey #13426-13406 726 Jersey Ave, Jersey City, New Jersey
NEW YORK	
Alayna Hospitality LLC	#14303-13853 LaGuardia Airport, 1 Central Terminal Dr, Terminal C, Flushing, New York
CP at Newark Inc.	#14247-13932 24 W 23rd St, New York, New York
CapWen, LLC WenFour, Inc. Joseph M. Cugine Keith Kas (201) 746-6400	#14331-12812 670 Hoosick St, Troy, New York
Haza Foods of Northeast, LLC	#14259-13730 969 McKinley Pkwy, Buffalo, New York

EXHIBIT R-2

NORTH CAROLINA	
Carolina Restaurant Group, Inc. (704) 253-434	#14298-12504 7471 Richlands Highway, Richlands, North Carolina
Tar Heel Capital Corporation No. 2 (828) 262-1811	#14300-12556 2913 Wesley Chapel Stouts Rd., Indian Trail, North Carolina
OHIO	
WenVentures, LLC	#14329-14087 411 Woody Hayes Dr, Columbus, Ohio
JJM Burgers LLC	#14358-14121 411 Woody Hayes Dr, Columbus, Ohio
OKLAHOMA	
333 Elk City, LLC	#14286-13818 12028 NW Expressway, Yukon, Oklahoma
TEXAS	
WenTex Foods, LLC Michael S. Jones A. Mark Townsend James Michael Cox Daphne Cox Samuel T. Mark	#14295-13465 133 FM 314, Van, Texas #14182-13526 200 S. I-35 Service Rd., Suite 100, Red Oak, Texas
ELP Restaurant Holdings, LLC Jhonny Alexander Mercado Sam	#14045-13415 911 Sunland Park Dr, El Paso, Texas #14285-13813 10630 North Loop Dr, Socorro, Texas
TNTFC, LLC	#14333-13575 2301 Lubbock Hwy, Lamesa, Texas
RKR Restaurants, LLC	#14274-13503 7765 WB Frontage Rd, Mercedes, Texas
Road Ranger LLC	#14150-13666 2460 FM 464, Seguin, Texas #14244-13703 776 TX-179, Teague, Texas #14124-13493 3707 N Interstate 35, Frontage Rd, Suite B, Gainesville, Texas
VIRGINIA	
Wend Baltimore South LLC	#14283-12182 6636 Richmond Hwy, Alexandria, Virginia
WASHINGTON	
Vessel Operating Holdco LLC	#13427-13770 1200 Westlake Ave N, Seattle, Washington
WYOMING	
Pebblestone Inc. Jagdip Gill	#14192-14045 1700 E Valley Rd, Torrington, Wyoming

EXHIBIT R-3

FORMER FRANCHISEES

If you buy a Wendy's franchise, your contact information may be disclosed to other buyers when you leave the Wendy's system.

***Exited System

Franchisee		Address/Phone	Restaurants
ALABAMA			
Reynolds to Elie Khoury R & L Foods, LLC William R. Reynolds Robert E. Lee		Winchester, VA Phone: (540) 662-8910	8 outlets transferred in Montgomery, Alabama 1 outlet transferred in Homewood, Alabama 1 outlet transferred in Trussville, Alabama 1 outlet transferred in Pelham, Alabama 1 outlet transferred in Clanton, Alabama 2 outlets transferred in Bessemer, Alabama 5 outlets transferred in Birmingham, Alabama 1 outlet transferred in Midfield, Alabama 1 outlet transferred in Hoover, Alabama 1 outlet transferred in Jasper, Alabama 1 outlet transferred in Gadsden, Alabama 1 outlet transferred in Rainbow City, Alabama
ARIZONA			
WenJoy, LLC Craig L. Early		Cave Creek, AZ Phone: (480) 419-8011	1 outlet transferred in Phoenix, Arizona 1 outlet transferred in Glendale, Arizona
Arizona Restaurant Company, LLC		Colorado Springs, CO Phone: (719) 573-8557	1 outlet ceased operations in Scottsdale, Arizona
Ray An Enterprises, LLC Ray An Chantha T. An		Miami, AZ Phone: (928) 425-3773	1 outlet ceased operations in Sedona, Arizona
ARKANSAS			
Wen Tennessee, LLC		Grand Rapids, MI Phone: (616) 776-2600	1 outlet ceased operations in Blytheville, Arkansas 1 outlet ceased operations in Forrest City, Arkansas
CALIFORNIA			
WenWest, Inc.	***	Sand City, CA Phone: (831) 393-1185	1 outlet transferred in Salinas, California 1 outlet transferred in Watsonville, California 1 outlet transferred in Pacheco, California 1 outlet transferred in Seaside, California
WenMar, Inc. Douglas R. Minton Robert L. Minton	***	Redding, CA Phone: (530) 244-3445	1 outlet transferred in Chico, California
Baldev S. Basra	***	Vacaville, CA Phone: (707) 451-1806	1 outlet transferred in Vacaville, California
WOF-Salinas, Inc. John P. Huyett Shirley Huyett	***	Salinas, CA Phone: (925) 876-3339	1 outlet transferred in Salinas, California
WenShasta, LLC Peter B. Nisbet		Spokane, WA Phone: (206) 310-6290	1 outlet transferred in Redding, California
W.K.S. Frosty Corporation Jay Spongberg Paul Tanner		Cypress, CA Phone: (562) 425-1402	1 outlet ceased operations in Canoga Park, California
Vessel Operating Holdco LLC		Miami, FL	1 outlet ceased operations in Valley Village, California
COLORADO			
Wend-Rockies, Inc. Jeffrey E. Teater Jill Teater Michael D. Teater	***	Brighton, CO Phone: (303) 659-7329	2 outlets transferred in Brighton, Colorado 1 outlet transferred in Fort Lupton, Colorado

EXHIBIT R-3

FORMER FRANCHISEES

Franchisee		Address/Phone	Restaurants
FLORIDA			
JAEA Restaurant Holdings, LLC	***	Pompano Beach, FL Phone: (561) 389-5816	1 outlet transferred in Margate, Florida 1 outlet transferred in Tamarac, Florida 1 outlet transferred in Pompano Beach, Florida 1 outlet transferred in Deerfield Beach, Florida 1 outlet transferred in Coconut Creek, Florida
JAEA Restaurant Holdings, LLC JAE Florida, LLC Jhonny Alexander Mercado Sam Edilberto J. Rodriguez Christina L. Schweck Michael J. Rodriguez			1 outlet transferred in Tarpon Springs, Florida 1 outlet transferred in Clearwater, Florida 1 outlet transferred in South Pasadena, Florida 1 outlet transferred in New Port Richly, Florida 1 outlet transferred in Lutz, Florida 1 outlet transferred in Tampa, Florida 1 outlet transferred in Homosassa, Florida 1 outlet transferred in Longwood, Florida 2 outlets transferred in Orlando, Florida 1 outlet transferred in Winter Park, Florida 1 outlet transferred in Oviedo, Florida 2 outlets transferred in Clermont, Florida 1 outlet transferred in Winter Springs, Florida 1 outlet transferred in Oxford, Florida
JAE North Florida, LLC			1 outlet transferred in Delray Beach, Florida 3 outlets transferred in Boynton Beach, Florida 1 outlet transferred in Lantana, Florida 1 outlet transferred in West Palm Beach, Florida 1 outlet transferred in Lake Worth, Florida 3 outlets transferred in Pompano Beach, Florida 1 outlet transferred in Oakland Park, Florida 1 outlet transferred in Tamarac, Florida 1 outlet transferred in North Lauderdale, Florida 1 outlet transferred in Fort Lauderdale, Florida 3 outlets transferred in Boca Raton, Florida 1 outlet transferred in Groveland, Florida 1 outlet transferred in Wildwood, Florida
Losco Wenco, LLC Island Wenco, LLC Commonwealth Wenco, LLC Heckscher Wenco, LLC Race Track Wenco, LLC 9A Wenco, LLC	***	Jacksonville, FL Phone: (904) 886-9629	5 outlets transferred in Jacksonville, Florida 1 outlet transferred in Orange Park, Florida
WenDelta, Inc.		Memphis, TN Phone: (901) 526-5000	1 outlet ceased operations in Marianna, Florida 2 outlets ceased operations in Pensacola, Florida
Wendco of Orlando, LLC Lawrence M. Wiley		Epsom, NH Phone: (603) 736-4854	1 outlet ceased operations in Lutz, Florida
Wen South, LLC		Grand Rapids, MI Phone: (616) 776-2600	1 outlet ceased operations in Jacksonville, Florida 2 outlets ceased operations in Saint Augustine, Florida
Aramark Educational Services, LLC		Philadelphia, PA Phone: (215) 238-4013	1 outlet ceased operations in Gainesville, Florida
GEORGIA			
WendGusta, LLC Lewis E. Topper Jeffrey J. Coghlan Norman Bobrow Michael J. Iezzi		Cortland, NY Phone: (419) 289-3628	5 outlets transferred in Augusta, Georgia 1 outlet transferred in Martinez, Georgia 1 outlet transferred in Waynesboro, Georgia 1 outlet ceased operations in Augusta, Georgia

EXHIBIT R-3

FORMER FRANCHISEES

Franchisee		Address/Phone	Restaurants
ILLINOIS			
Vessel Operating Holdco LLC		Miami, FL	3 outlets ceased operations in Chicago, Illinois
INDIANA			
QFRM 1, LLC Timothy Cloe Denise Cloe		Sarasota, FL Phone: (407) 723-8103	1 outlet ceased operations in Noblesville, Indiana
IOWA			
Parco, Ltd. Jeffrey P. Ruppel Tamara L. Ryan		Dubuque, IA Phone: (563) 557-1337	1 outlet ceased operations in Davenport, Iowa
KANSAS			
Gregory B. Ward	***	Pittsburg, KS Phone: (620) 231-8508	1 outlet transferred in Pittsburg, Kansas
KENTUCKY			
J.A.C.S., Inc. John A. Cowgill	***	Wheelersburg, Oh Phone: (606) 393-5031	1 outlet transferred In Cannonsburg, Kentucky 1 outlet transferred In Louisa, Kentucky
LOUISIANA			
Burchard Restaurants, Inc. Chalmette Restaurants, Ltd. Robert Brent Burchard Laura Burchard Ronald Burchard	***	Slidell, LA Phone: (985) 847-2306	1 outlet transferred in Chalmette, Louisiana 3 outlets transferred in Slidell, Louisiana
WenDelta, Inc.		Memphis, TN Phone: (901) 526-5000	1 outlet ceased operations in West Monroe, Louisiana
MAINE			
Wendco of Maine, LLC Lawrence M. Wiley		Epsom, NH Phone: (603) 736-4854	1 outlet ceased operations in Scarborough, Maine
MARYLAND			
Wend Central Maryland LLC		Laurel, MD	1 outlet ceased operations in Waldorf, Maryland
Vessel Operating Holdco LLC		Miami, FL	3 outlets ceased operations in Baltimore, Maryland
MICHIGAN			
Douglas Corporation of Michigan George Douglas Wellings Stacy Wellings		Saline, MI Phone: (734) 649-6989	1 outlet ceased operations in Burton, Michigan
TSFR Burger LLC		Livonia, MI	1 outlet ceased operations in Detroit, Michigan
MISSISSIPPI			
WenDelta, Inc.		Memphis, TN Phone: (901) 526-5000	1 outlet ceased operations in Ocean Springs, Mississippi
MISSOURI			
D6, Inc.		Walcott, IA Phone: (563) 284-6965	1 outlet transferred in Oak Grove, Missouri
Wen Tennessee, LLC		Grand Rapids, MI Phone: (616) 776-2600	1 outlet ceased operations in Kennett, Missouri
NEBRASKA			
Wenplatte LLC Peter B. Nisbet		Spokane, WA Phone: (206) 310-6290	1 outlet ceased operations in Lincoln, Nebraska
NEW HAMPSHIRE			
Wendco of New Hampshire, LLC Lawrence M. Wiley		Epsom, NH Phone: (603) 736-4854	1 outlet ceased operations in Derry, New Hampshire
NEW JERSEY			
Wendquan, LLC Lewis E. Topper Jeffrey J. Coghlan Norman Bobrow Oriole Familia		Cortland, NY Phone: (419) 289-3628	1 outlet transferred in Wall Township, New Jersey 1 outlet transferred in Freehold, New Jersey

EXHIBIT R-3

FORMER FRANCHISEES

Franchisee		Address/Phone	Restaurants
Rawson Food Services, Inc.		Somerville, NJ Phone: (609) 924-2262	1 outlet ceased operations in New Brunswick, New Jersey
NEW YORK			
New England Wendico, Inc. Peter J Souch, III Leonard F. Gorsuch		Watertown, NY Phone: (315) 788-2913	1 outlet transferred in Johnstown, New York
Mid-Hudson Wendico, Inc. Shannon E. Mulcahy Barbara L. Mulcahy		Poughkeepsie, NY Phone: (203) 775-6825	2 outlets transferred in Poughkeepsie, New York
WenCarter, Inc. Howard E. O'Brien Lewis Carter	***	Davisburg, MI Phone: (248) 369-8126	1 outlet transferred in Oneida, New York 1 outlet transferred in Dewitt, New York 1 outlet transferred in New Hartford, New York 1 outlet transferred in Rome, New York 1 outlet transferred in Utica, New York 2 outlets transferred in Syracuse, New York 1 outlet transferred in Yorkville, New York 1 outlet transferred in Camillus, New York
Briad Wenco, L.L.C. Bradford L. Honigfeld		Livingston, NJ Phone: (973) 597-6433	1 outlet ceased operations in Jamaica, New York
NORTH CAROLINA			
Carolina Quality Foods Inc. Sam Nekhaila Dorothy Nekhaila		Islamorada, FL Phone: (305) 664-0066	1 outlet ceased operations in Elizabeth City, North Carolina
Superior Restaurant Group of North Carolina, Inc. Robert C. Cammarano Todd B. Bialow		Langhorne, PA Phone: (215) 579-3333	1 outlet ceased operations in Durham, North Carolina
Aramark Educational Services, LLC		Philadelphia, PA Phone: (215) 238-4013	1 outlet ceased operations in Chapel Hill, North Carolina
OHIO			
Gary J. Master	***	Westlake, OH Phone: (440) 899-7070	4 outlets transferred in Cleveland, Ohio 1 outlet transferred in South Euclid, Ohio
JBS Foods, Inc. Charles T. Etheridge Cathy M. Etheridge	***	Westerville, OH Phone: (614) 899-1070	1 outlet transferred in Mt. Gilead, Ohio 1 outlet transferred in Sunbury, Ohio
Wenco Akron, LLC Wenco Indiana, LLC Zane Gross, Jr. Steven C. Donelson		Ashland, OH Phone: (419) 289-3628	6 outlets transferred in Akron, Ohio 3 outlets transferred in Stow, Ohio 2 outlets transferred in Kent, Ohio 2 outlets transferred in Ravenna, Ohio 1 outlet transferred in Cuyahoga Falls, Ohio 1 outlet transferred in Norton, Ohio 1 outlet transferred in Hartville, Ohio 1 outlet transferred in Fairlawn, Ohio 1 outlet transferred in Aurora, Ohio 1 outlet transferred in Streetsboro, Ohio 1 outlet transferred in Macedonia, Ohio 1 outlet transferred in Parma, Ohio 1 outlet transferred in Twinsburg, Ohio
Thomas 5 Limited		Dublin, OH Phone: (614) 764-9495	1 outlet ceased operations in Columbus, Ohio
OKLAHOMA			
Wen Oklahoma, LLC		Grand Rapids, MI Phone: (616) 776-2600	1 outlet ceased operations in Edmond, Oklahoma

EXHIBIT R-3

FORMER FRANCHISEES

Franchisee		Address/Phone	Restaurants
OREGON			
PNV Restaurants, Inc. Phuc S. Nguyen	***	Gresham, OR Phone: (503) 492-6870	1 outlet transferred in Milwaukie, Oregon 1 outlet transferred in Portland, Oregon 1 outlet transferred in Happy Valley, Oregon 1 outlet transferred in Oregon City, Oregon
PENNSYLVANIA			
Yellow Cab Holdings Pennsylvania LLC Harrisburg LIV Bacon LLC		New York, NY	1 outlet ceased operations in Devon, Pennsylvania 1 outlet ceased operations in Mechanicsburg, Pennsylvania
Wend Baltimore North LLC		Laurel, MD	1 outlet ceased operations in Hanover, Pennsylvania 1 outlet ceased operations in Chambersburg, Pennsylvania
SOUTH CAROLINA			
WendCharles I, LLC Lewis E. Topper Jeffrey J. Coghlan Norman Bobrow David Ivey		Cortland, NY Phone: (419) 289-3628	1 outlet transferred in James Island, South Carolina 1 outlet transferred in Mt. Pleasant, South Carolina
TENNESSEE			
Wendy's of Bowling Green, Inc. John W. Hughes Michael O'Malley Ryan P. O'Malley Shawn F. O'Malley		Bowling Green, KY Phone: (270) 782-6124	1 outlet ceased operations in Goodlettsville, Tennessee
Wen Tennessee, LLC		Grand Rapids, MI Phone: (616) 776-2600	2 outlets ceased operations in Memphis, Tennessee
Southeast Food Services Company, LLC Jhonny Alexander Mercado Sam		Pompano Beach, FL Phone: (561) 997-6002	1 outlet ceased operations in Lenoir City, Tennessee
TEXAS			
Emerald Foods, Inc. The Estate of Donald L. Feinstein Mark J. George		Bellaire, TX Phone: (713) 791-9167	1 outlet transferred in Willis, Texas 1 outlet transferred in Natalia, Texas 1 outlet transferred in Weimar, Texas 1 outlet transferred in Houston, Texas 1 outlet transferred in Huntsville, Texas 1 outlet transferred in Denton, Texas
Stonewall Road Restaurant Group LLC J. Nicholas Rhoads Nathan Hamilton		Dallas, TX Phone: (972) 644-9731	1 outlet ceased operations in Fort Worth, Texas
Vessel Operating Holdco LLC		Miami, FL	6 outlets ceased operations in San Antonio, Texas 7 outlets ceased operations in Dallas, Texas 3 outlets ceased operations in Houston, Texas 3 outlets ceased operations in Austin, Texas 1 outlet ceased operations in Pflugerville, Texas
ELP Restaurant Holdings, LLC Jhonny Alexander Mercado Sam		Pompano Beach, FL Phone: (561) 997-6002	1 outlet ceased operations in El Paso, Texas
UTAH			
Barbarosa Foods, Ltd.		San Antonio, TX Phone: (210) 821-5900	1 outlet ceased operations in Nephi, Utah 1 outlet ceased operations in Provo, Utah
Wend Salt Lake City LLC		Salt Lake City, UT	1 outlet ceased operations in Salt Lake City, Utah
VIRGINIA			
Wendbeck Corp. Lewis E. Topper Jeffrey J. Coghlan		Cortland, NY Phone: (419) 289-3628	1 outlet ceased operations in Covington, Virginia
Shirley May Restaurant Group, Inc.		Danville, VA Phone: (434) 836-6420	1 outlet ceased operations in Staunton, Virginia

EXHIBIT R-3

FORMER FRANCHISEES

Franchisee		Address/Phone	Restaurants
WEST VIRGINIA			
WendBeck Corp. Lewis E. Topper Jeffrey J. Coghlan Norman Bobrow		Cortland, NY Phone: (419) 289-3628	1 outlet transferred in Ronceverte, West Virginia 1 outlet transferred in Caldwell, West Virginia 1 outlet ceased operations in Beckley, West Virginia
WISCONSIN			
Starboard With Cheese, LLC		Coral Springs, FL Phone: (954) 255-2266	1 outlet ceased operations in Schofield, Wisconsin

EXHIBIT S

GUARANTEE OF PERFORMANCE

(in favor of WIL)

For value received, The Wendy's Company, a Delaware corporation (the "**Guarantor**"), located at One Dave Thomas Blvd., Dublin, Ohio 43017, absolutely and unconditionally guarantees the performance by Wendy's International, LLC, an Ohio limited liability company, located at One Dave Thomas Blvd., Dublin, Ohio 43017 ("**WIL**"), of all of WIL's duties and obligations under the Management Agreement by and between WIL and Quality Is Our Recipe, LLC, a Delaware limited liability company, located at One Dave Thomas Blvd., Dublin, Ohio 43017 (the "**Franchisor**") dated June 1, 2015, which duties and obligations include WIL's required support and services to franchisees under the franchise agreements within the Wendy's franchise system. This guarantee continues until all such obligations of WIL under the Management Agreement are satisfied or until the liability of WIL to the Franchisor under the Management Agreement have been completely discharged, whichever first occurs. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of WIL. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Dublin, Ohio, on the 30th day of March, 2017.

Guarantor:

The Wendy's Company

By: G. Plosch

Name: Gunther Plosch

Title: Chief Financial Officer

EXHIBIT S

The Wendy's Company

Consolidated 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 Report of Independent Registered Public Accounting Firm

EXHIBIT S

THE WENDY'S COMPANY AND SUBSIDIARIES
INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	Page
Glossary of Defined Terms	3
Report of Independent Registered Public Accounting Firm (PCAOB ID No. 34)	5
Consolidated Balance Sheets as of January 1, 2023 and January 2, 2022	7
Consolidated Statements of Operations for the years ended January 1, 2023, January 2, 2022 and January 3, 2021	8
Consolidated Statements of Comprehensive Income for the years ended January 1, 2023, January 2, 2022 and January 3, 2021	9
Consolidated Statements of Stockholders' Equity for the years ended January 1, 2023, January 2, 2022 and January 3, 2021	10
Consolidated Statements of Cash Flows for the years ended January 1, 2023, January 2, 2022 and January 3, 2021	11
Notes to Consolidated Financial Statements	12
(1) Summary of Significant Accounting Policies	12
(2) Revenue	21
(3) Acquisitions	24
(4) System Optimization Gains, Net	25
(5) Reorganization and Realignment Costs	26
(6) Net Income Per Share	29
(7) Cash and Receivables	30
(8) Investments	32
(9) Properties	33
(10) Goodwill and Other Intangible Assets	34
(11) Accrued Expenses and Other Current Liabilities	35
(12) Long-Term Debt	36
(13) Fair Value Measurements	39
(14) Income Taxes	41
(15) Stockholders' Equity	44
(16) Share-Based Compensation	45
(17) Impairment of Long-Lived Assets	49
(18) Investment Income (Loss), Net	49
(19) Retirement Benefit Plans	49
(20) Leases	50
(21) Supplemental Cash Flow Information	53
(22) Guarantees and Other Commitments and Contingencies	54
(23) Transactions with Related Parties	55
(24) Legal and Environmental Matters	56
(25) Advertising Costs and Funds	56
(26) Geographic Information	57
(27) Segment Information	57

EXHIBIT S

Defined Term	Footnote Where Defined
2010 Plan	(16) Share-Based Compensation
2019-1 Class A-1 Notes	(12) Long-Term Debt
2019 ASR Agreement	(15) Stockholders' Equity
2020-1 Class A-1 Notes	(12) Long-Term Debt
2020 Plan	(16) Share-Based Compensation
2021-1 Class A-1 Notes	(12) Long-Term Debt
2021 ASR Agreement	(15) Stockholders' Equity
2022-1 Class A-2 Notes	(12) Long-Term Debt
401(k) Plan	(19) Retirement Benefit Plans
Advertising Funds	(1) Summary of Significant Accounting Policies
Black-Scholes Model	(1) Summary of Significant Accounting Policies
Brazil JV	(1) Summary of Significant Accounting Policies
CAP	(14) Income Taxes
Class A-2 Notes	(12) Long-Term Debt
CCA	(1) Summary of Significant Accounting Policies
Company	(1) Summary of Significant Accounting Policies
Contingent Rent	(1) Summary of Significant Accounting Policies
EBITDA	(27) Segment Information
Equity Plans	(1) Summary of Significant Accounting Policies
FASB	(1) Summary of Significant Accounting Policies
February 2019 Authorization	(15) Stockholders' Equity
February 2020 Authorization	(15) Stockholders' Equity
February 2022 Authorization	(15) Stockholders' Equity
Fountain Beverages	(22) Guarantees and Other Commitments and Contingencies
Franchise Flip	(1) Summary of Significant Accounting Policies
FRG	(3) Acquisitions
G&A	(5) Reorganization and Realignment Costs
G&A Realignment Plan	(5) Reorganization and Realignment Costs
GAAP	(1) Summary of Significant Accounting Policies
Groundbreaker	(22) Guarantees and Other Commitments and Contingencies
Indenture	(12) Long-Term Debt
IRS	(14) Income Taxes
IT	(5) Reorganization and Realignment Costs
IT Realignment Plan	(5) Reorganization and Realignment Costs
January 2023 Authorization	(15) Stockholders' Equity
LIBOR	(1) Summary of Significant Accounting Policies
Master Issuer	(12) Long-Term Debt
NPC	(3) Acquisitions
Operations and Field Realignment Plan	(5) Reorganization and Realignment Costs
Pacesetter	(22) Guarantees and Other Commitments and Contingencies
QSCC	(23) Transactions with Related Parties
Rent Holiday	(1) Summary of Significant Accounting Policies
Restricted Shares	(16) Share-Based Compensation
ROU	(1) Summary of Significant Accounting Policies
RSAs	(1) Summary of Significant Accounting Policies
RSUs	(1) Summary of Significant Accounting Policies
Securitization Entities	(12) Long-Term Debt
Senior Notes	(12) Long-Term Debt

EXHIBIT S

Defined Term	Footnote Where Defined	
SERP	(19)	Retirement Benefit Plans
Straight-Line Rent	(1)	Summary of Significant Accounting Policies
Target	(16)	Share-Based Compensation
The Wendy's Company	(1)	Summary of Significant Accounting Policies
TimWen	(1)	Summary of Significant Accounting Policies
U.S.	(1)	Summary of Significant Accounting Policies
VIE	(1)	Summary of Significant Accounting Policies
Wendy's	(1)	Summary of Significant Accounting Policies
Wendy's Co-op	(23)	Transactions with Related Parties
Wendy's Funding	(12)	Long-Term Debt
Wendy's Merger	(8)	Investments
Wendy's Restaurants	(1)	Summary of Significant Accounting Policies
Yellow Cab	(23)	Transactions with Related Parties

EXHIBIT S

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of The Wendy's Company

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of The Wendy's Company and subsidiaries (the "Company") as of January 1, 2023 and January 2, 2022, the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows, for each of the three years in the period ended January 1, 2023, and the related notes (collectively referred to as the "financial statements"). In our opinion, the 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 each of the three years in the period ended January 1, 2023, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

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

Critical Audit Matter

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

Goodwill - Global Real Estate and Development Operations Reporting Unit – Refer to Notes 1 and 10 to the financial statements

Critical Audit Matter Description

The Company's evaluation of goodwill for impairment involves the comparison of the fair value of each reporting unit to its carrying value.

The Company used both an income approach and a market approach to estimate fair value of the global real estate and development operations reporting unit. The income approach requires management to make significant estimates and assumptions including future sales growth, operating profit, terminal value growth rate and the weighted average cost of capital (discount rate). The market approach requires use of market price data of guideline public companies to estimate the fair value of the reporting unit. Changes in these assumptions could have a significant impact on either the fair value, the amount of any goodwill impairment charge, or both. The goodwill balance was $773.1 million as of January 1, 2023, of which $122.5 million was allocated to the global real estate and development operations reporting unit. The fair value of the global real estate and development operations reporting unit exceeded its carrying value as of the measurement date and, therefore, no impairment was recognized.

We identified the Company's income approach in the impairment evaluation of goodwill for the global real estate and development operations reporting unit as a critical audit matter because of the significant judgments made by management to

estimate the fair value of this reporting unit. This required a high degree of auditor judgment and an increased extent of effort, including the need to involve our fair value specialists, when performing audit procedures to evaluate the reasonableness of management's estimates and assumptions, particularly related to future sales growth, operating profit, terminal value growth rate and the selection of the discount rate.

How the Critical Audit Matter Was Addressed in the Audit

Our audit procedures related to the estimates of future sales growth, operating profit and discount rate used by management to estimate the fair value of the global real estate and development operations reporting unit included the following, among others:

- We tested the effectiveness of controls over management's goodwill impairment evaluation, including those over the determination of the fair value of the global real estate and development operations reporting unit, such as controls related to management's forecasts of future sales growth, operating profit, terminal value growth rate and selection of the discount rate.
- We evaluated management's ability to accurately forecast future sales growth and operating profit by comparing actual results to management's historical forecasts.
- We evaluated the reasonableness of management's sales and operating profit forecasts by comparing the forecasts to (1) historical sales and operating profit and (2) internal communications to management and the Board of Directors. We also considered the impact of changes in management's forecasts from the annual measurement date in the fourth quarter to January 1, 2023.
- With the assistance of our fair value specialists, we evaluated the terminal value growth rate and the discount rate, including testing the underlying source information and the mathematical accuracy of the calculation, and by developing a range of independent estimates and comparing those to the discount rate selected by management.

/s/ Deloitte & Touche LLP
Columbus, Ohio
March 1, 2023

We have served as the Company's auditor since 1994.

EXHIBIT 13

THE WENDY'S COMPANY AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In Thousands Except Par Value)

	January 1, 2023	January 2, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 745,889	$ 249,438
Restricted cash	35,203	27,535
Accounts and notes receivable, net	116,426	119,540
Inventories	7,129	5,934
Prepaid expenses and other current assets	26,963	30,584
Advertising funds restricted assets	126,673	159,818
Total current assets	1,058,283	592,849
Properties	895,778	906,867
Finance lease assets	234,570	244,279
Operating lease assets	754,498	812,620
Goodwill	773,088	775,278
Other intangible assets	1,248,800	1,280,791
Investments	46,028	49,870
Net investment in sales-type and direct financing leases	317,337	299,707
Other assets	170,962	139,130
Total assets	$ 5,499,344	$ 5,101,391
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current portion of long-term debt	$ 29,250	$ 24,250
Current portion of finance lease liabilities	18,316	15,513
Current portion of operating lease liabilities	48,120	47,315
Accounts payable	43,996	41,163
Accrued expenses and other current liabilities	116,010	140,783
Advertising funds restricted liabilities	132,307	157,901
Total current liabilities	387,999	426,925
Long-term debt	2,822,196	2,356,416
Long-term finance lease liabilities	571,877	559,587
Long-term operating lease liabilities	792,051	853,328
Deferred income taxes	270,421	267,710
Deferred franchise fees	90,231	88,102
Other liabilities	98,849	112,918
Total liabilities	5,033,624	4,664,986
Commitments and contingencies		
Stockholders' equity:		
Common stock, $0.10 par value; 1,500,000 shares authorized; 470,424 shares issued; 213,101 and 215,849 shares outstanding, respectively	47,042	47,042
Additional paid-in capital	2,937,885	2,898,633
Retained earnings	414,749	344,198
Common stock held in treasury, at cost; 257,323 and 254,575 shares, respectively	(2,869,780)	(2,805,268)
Accumulated other comprehensive loss	(64,176)	(48,200)
Total stockholders' equity	465,720	436,405
Total liabilities and stockholders' equity	$ 5,499,344	$ 5,101,391

See accompanying notes to consolidated financial statements.

EXHIBIT 13

THE WENDY'S COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In Thousands Except Per Share Amounts)

	Year Ended		
	January 1, 2023	**January 2, 2022**	**January 3, 2021**
Revenues:			
Sales	$ 896,585	$ 734,074	$ 722,764
Franchise royalty revenue and fees	558,235	536,748	444,749
Franchise rental income	234,465	236,655	232,648
Advertising funds revenue	406,220	389,521	333,664
	2,095,505	1,896,998	1,733,825
Costs and expenses:			
Cost of sales	773,169	611,680	614,907
Franchise support and other costs	46,736	42,900	26,464
Franchise rental expense	124,083	132,411	125,613
Advertising funds expense	430,760	411,751	345,360
General and administrative	254,979	242,970	206,876
Depreciation and amortization (exclusive of amortization of cloud computing arrangements shown separately below)	133,414	125,540	132,775
Amortization of cloud computing arrangements	2,394	—	—
System optimization gains, net	(6,779)	(33,545)	(3,148)
Reorganization and realignment costs	698	8,548	16,030
Impairment of long-lived assets	6,420	2,251	8,037
Other operating income, net	(23,683)	(14,468)	(8,397)
	1,742,191	1,530,038	1,464,517
Operating profit	353,314	366,960	269,308
Interest expense, net	(122,319)	(109,185)	(117,737)
Loss on early extinguishment of debt	—	(17,917)	—
Investment income (loss), net	2,107	39	(225)
Other income, net	10,403	681	1,449
Income before income taxes	243,505	240,578	152,795
Provision for income taxes	(66,135)	(40,186)	(34,963)
Net income	$ 177,370	$ 200,392	$ 117,832
Net income per share:			
Basic	$ .83	$ .91	$ .53
Diluted	.82	.89	.52

See accompanying notes to consolidated financial statements.

THE WENDY'S COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Thousands)

EXHIBIT 13

	Year Ended		
	January 1, 2023	**January 2, 2022**	**January 3, 2021**
Net income	$ 177,370	$ 200,392	$ 117,832
Other comprehensive (loss) income:			
Foreign currency translation adjustment	(15,976)	1,441	4,187
Other comprehensive (loss) income	(15,976)	1,441	4,187
Comprehensive income	$ 161,394	$ 201,833	$ 122,019

See accompanying notes to consolidated financial statements.

EXHIBIT 13

THE WENDY'S COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In Thousands)

	Common Stock	Additional Paid-In Capital	Retained Earnings	Common Stock Held in Treasury	Accumulated Other Comprehensive Loss	Total
Balance at December 29, 2019	$ 47,042	$ 2,874,001	$ 185,725	$ (2,536,581)	$ (53,828)	$ 516,359
Net income	—	—	117,832	—	—	117,832
Other comprehensive income, net	—	—	—	—	4,187	4,187
Cash dividends	—	—	(64,866)	—	—	(64,866)
Repurchases of common stock, including accelerated share repurchase	—	15,000	—	(76,095)	—	(61,095)
Share-based compensation	—	18,930	—	—	—	18,930
Common stock issued upon exercises of stock options	—	(912)	—	24,263	—	23,351
Common stock issued upon vesting of restricted shares	—	(7,889)	—	2,500	—	(5,389)
Other	—	146	(17)	158	—	287
Balance at January 3, 2021	47,042	2,899,276	238,674	(2,585,755)	(49,641)	549,596
Net income	—	—	200,392	—	—	200,392
Other comprehensive income, net	—	—	—	—	1,441	1,441
Cash dividends	—	—	(94,846)	—	—	(94,846)
Repurchases of common stock, including accelerated share repurchase	—	(18,750)	—	(249,058)	—	(267,808)
Share-based compensation	—	22,019	—	—	—	22,019
Common stock issued upon exercises of stock options	—	1,911	—	27,139	—	29,050
Common stock issued upon vesting of restricted shares	—	(6,023)	—	2,285	—	(3,738)
Other	—	200	(22)	121	—	299
Balance at January 2, 2022	47,042	2,898,633	344,198	(2,805,268)	(48,200)	436,405
Net income	—	—	177,370	—	—	177,370
Other comprehensive loss, net	—	—	—	—	(15,976)	(15,976)
Cash dividends	—	—	(106,779)	—	—	(106,779)
Repurchases of common stock, including accelerated share repurchase	—	18,750	—	(70,700)	—	(51,950)
Share-based compensation	—	24,538	—	—	—	24,538
Common stock issued upon exercises of stock options	—	1,117	—	3,461	—	4,578
Common stock issued upon vesting of restricted shares	—	(5,363)	—	2,482	—	(2,881)
Other	—	210	(40)	245	—	415
Balance at January 1, 2023	$ 47,042	$ 2,937,885	$ 414,749	$ (2,869,780)	$ (64,176)	$ 465,720

See accompanying notes to consolidated financial statements.

EXHIBIT 3

THE WENDY'S COMPANY AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Thousands)

	Year Ended		
	January 1, 2023	January 2, 2022	January 3, 2021
Cash flows from operating activities:			
Net income	$ 177,370	$ 200,392	$ 117,832
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization (exclusive of amortization of cloud computing arrangements shown separately below)	133,414	125,540	132,775
Amortization of cloud computing arrangements	2,394	—	—
Share-based compensation	24,538	22,019	18,930
Impairment of long-lived assets	6,420	2,251	8,037
Deferred income tax	4,305	(13,781)	10,266
Non-cash rental expense, net	33,915	40,596	28,937
Change in operating lease liabilities	(45,682)	(45,606)	(40,905)
Net (recognition) receipt of deferred vendor incentives	(1,060)	715	2,495
System optimization gains, net	(6,779)	(33,545)	(3,148)
Gain on sale of investments, net	—	(63)	—
Distributions received from TimWen joint venture	12,612	16,337	8,376
Equity in earnings in joint ventures, net	(9,422)	(11,203)	(6,096)
Long-term debt-related activities, net (see Note 21)	7,762	24,758	6,723
Cloud computing arrangements expenditures	(30,220)	(14,086)	—
Other, net	(4,554)	844	(6,438)
Changes in operating assets and liabilities:			
Accounts and notes receivable, net	(5,857)	(5,613)	(16,243)
Inventories	(1,203)	(872)	(841)
Prepaid expenses and other current assets	6,769	(3,396)	(8,780)
Advertising funds restricted assets and liabilities	(30,503)	11,519	49,052
Accounts payable	(1,533)	7,586	1,620
Accrued expenses and other current liabilities	(12,782)	21,380	(18,231)
Net cash provided by operating activities	259,904	345,772	284,361
Cash flows from investing activities:			
Capital expenditures	(85,544)	(77,984)	(68,969)
Franchise development fund	(3,605)	—	—
Acquisitions	—	(123,069)	(4,879)
Dispositions	8,237	55,118	6,091
Proceeds from sale of investments	—	63	169
Notes receivable, net	3,136	1,203	(662)
Payments for investments	—	(10,000)	—
Net cash used in investing activities	(77,776)	(154,669)	(68,250)
Cash flows from financing activities:			
Proceeds from long-term debt	500,000	1,100,000	153,315
Repayments of long-term debt	(26,750)	(970,344)	(191,462)
Repayments of finance lease liabilities	(17,312)	(13,640)	(8,383)
Deferred financing costs	(10,232)	(20,873)	(2,122)
Repurchases of common stock, including accelerated share repurchase	(51,950)	(268,531)	(62,173)
Dividends	(106,779)	(94,846)	(64,866)
Proceeds from stock option exercises	4,865	30,003	23,361
Payments related to tax withholding for share-based compensation	(3,168)	(4,511)	(5,577)
Net cash provided by (used in) financing activities	288,674	(242,742)	(157,907)
Net cash provided by (used in) operations before effect of exchange rate changes on cash	470,802	(51,639)	58,204
Effect of exchange rate changes on cash	(5,967)	364	1,330
Net increase (decrease) in cash, cash equivalents and restricted cash	464,835	(51,275)	59,534
Cash, cash equivalents and restricted cash at beginning of period	366,966	418,241	358,707
Cash, cash equivalents and restricted cash at end of period	$ 831,801	$ 366,966	$ 418,241

See accompanying notes to consolidated financial statements.

EXHIBIT 5

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

(1) Summary of Significant Accounting Policies

Corporate Structure

The Wendy's Company ("The Wendy's Company" and, together with its subsidiaries, the "Company," "we," "us," or "our") is the parent company of its 100% owned subsidiary holding company, Wendy's Restaurants, LLC ("Wendy's Restaurants"). Wendy's Restaurants is the parent company of Wendy's International, LLC and its subsidiaries ("Wendy's"). Wendy's franchises and operates Wendy's quick-service restaurants specializing in hamburger sandwiches throughout the United States of America ("U.S.") and in 31 foreign countries and U.S. territories. At January 1, 2023, Wendy's operated and franchised 415 and 6,680 restaurants, respectively.

The Company manages and internally reports its business in the following segments: (1) Wendy's U.S., (2) Wendy's International and (3) Global Real Estate & Development. See Note 27 for further information.

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include all of the Company's subsidiaries. We also consider for consolidation entities in which we have certain interests, where the controlling financial interest may be achieved through arrangements that do not involve voting interests. Such an entity, known as a variable interest entity ("VIE"), is required to be consolidated by its primary beneficiary. The primary beneficiary is the entity that possesses the power to direct the activities of the VIE that most significantly impact its economic performance and has the obligation to absorb losses or the right to receive benefits from the VIE that are significant to it. The principal entities in which we possess a variable interest include the Company's national advertising funds for the U.S. and Canada (the "Advertising Funds"). All intercompany balances and transactions have been eliminated in consolidation.

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 materially from those estimates due to risks and uncertainties, including uncertainty in the current economic environment due to the COVID-19 pandemic and other factors.

Reclassifications

Beginning in 2022, the Company has reclassified payments for cloud computing arrangements in the consolidated statements of cash flows to "Cloud computing arrangements expenditures," which were previously recorded to "Other, net." The prior period amounts in the consolidated statement of cash flows for 2021 reflect the reclassification of these cash flows to conform to the current year presentation. There was no impact to "Net cash provided by operating activities." No payments for cloud computing arrangements were made by the Company in 2020.

The following table illustrates the reclassifications made to the consolidated statement of cash flows for 2021:

	As Previously Reported	Reclassifications	As Currently Reported
Cloud computing arrangements expenditures	$ —	$ (14,086)	$ (14,086)
Other, net	(13,242)	14,086	844

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," which consisted of 52 weeks, (2) "the year ended January 2, 2022" or "2021," which consisted of 52 weeks, and (3) "the year ended January 3, 2021" or "2020," which consisted of 53 weeks. All references to years, quarters and months relate to fiscal periods rather than calendar periods.

Cash and Cash Equivalents

All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents. The Company's cash and cash equivalents principally consist of cash in bank and money market mutual fund accounts and are primarily not in Federal Deposit Insurance Corporation insured accounts.

We believe that our vulnerability to risk concentrations in our cash equivalents is mitigated by (1) our policies restricting the eligibility, credit quality and concentration limits for our placements in cash equivalents and (2) insurance from the Securities Investor Protection Corporation of up to $500 per account, as well as supplemental private insurance coverage maintained by substantially all of our brokerage firms, to the extent our cash equivalents are held in brokerage accounts.

Restricted Cash

In accordance with the Company's securitized financing facility, certain cash accounts have been established with the trustee for the benefit of the trustee and the noteholders and are restricted in their use. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of principal, interest and commitment fees required for the Company's senior secured notes. Restricted cash also includes cash collected by the Advertising Funds, usage of which is restricted for advertising activities and is included in "Advertising funds restricted assets." Refer to Note 7 for further information.

Accounts and Notes Receivable, Net

Accounts and notes receivable, net, consist primarily of royalties, rents, property taxes and franchise fees due principally from franchisees, delivery-related receivables, credit card receivables, insurance receivables and refundable income taxes. Reserve estimates include consideration of the likelihood of default expected over the estimated life of the receivable. The Company periodically assesses the need for an allowance for doubtful accounts on its receivables based upon several key credit quality indicators such as outstanding past due balances, the financial strength of the obligor, the estimated fair value of any underlying collateral and agreement characteristics.

We believe that our vulnerability to risk concentrations in our receivables is mitigated by (1) favorable historical collectability on past due balances, (2) recourse to the underlying collateral regarding sales-type and direct financing lease receivables, and (3) our expectations for fluctuations in general market conditions. Receivables are considered delinquent once they are contractually past due under the terms of the underlying agreements. See Note 7 for further information.

Inventories

The Company's inventories are stated at the lower of cost or net realizable value, with cost determined in accordance with the first-in, first-out method and consist primarily of restaurant food items and paper supplies.

Cloud Computing Arrangements ("CCA")

The Company capitalizes implementation costs associated with its CCA consistent with costs capitalized for internal-use software. Capitalized CCA implementation costs are included in "Prepaid expenses and other current assets" and "Other assets." The CCA implementation costs are amortized over the term of the related hosting agreement, including renewal periods that are reasonably certain to be exercised. Amortization expense of CCA implementation costs is recorded to "Amortization of cloud computing arrangements." The CCA implementation costs are included within operating activities in the Company's consolidated statements of cash flows. See "Reclassifications" above for further information.

Properties and Depreciation and Amortization

Properties are stated at cost, including capitalized internal costs of employees to the extent such employees are dedicated to specific restaurant construction projects, less accumulated depreciation and amortization. Depreciation and amortization of properties is computed principally on the straight-line basis using the following estimated useful lives of the related major classes of properties: three to 20 years for office and restaurant equipment (including technology), three to 15 years for transportation equipment and seven to 30 years for buildings and improvements. When the Company commits to a plan to cease using certain properties before the end of their estimated useful lives, depreciation expense is accelerated to reflect the use

of the assets over their shortened useful lives. Leasehold improvements 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.

The Company reviews properties for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. If such review indicates an 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 group to be held and used or over the fair value less cost to sell of an asset to be disposed. See "Impairment of Long-Lived Assets" below for further information.

The Company classifies assets as held for sale and ceases depreciation of the assets when there is a plan for disposal of the assets and those assets meet the held for sale criteria. Assets held for sale are included in "Prepaid expenses and other current assets" in the consolidated balance sheets.

Goodwill

Goodwill, representing the excess of the cost of an acquired entity over the fair value of the acquired net assets, is not amortized. Goodwill associated with our Company-operated restaurants is reduced as a result of restaurant dispositions based on the relative fair values and is included in the carrying value of the restaurant in determining the gain or loss on disposal. If a Company-operated restaurant is sold within two years of being acquired from a franchisee, the goodwill associated with the acquisition is written off in its entirety. Goodwill has been assigned to reporting units for purposes of impairment testing. The Company tests goodwill for impairment annually during the fourth quarter, or more frequently if events or changes in circumstances indicate that the asset may be impaired. Our annual impairment test of goodwill may be completed through a qualitative assessment to determine if the fair value of the reporting unit is more likely than not greater than the carrying amount. If we elect to bypass the qualitative assessment for any reporting units, or if a qualitative assessment indicates it is more likely than not that the estimated carrying value of a reporting unit exceeds its fair value, we perform a quantitative goodwill impairment test. Under the quantitative test, the fair value of the reporting unit is compared with its carrying value (including goodwill). If the carrying value of the reporting unit exceeds its fair value, an impairment loss is recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. Our critical estimates in this impairment test include future sales growth, operating profit, income tax rates, terminal value growth rates, capital expenditures and the weighted average cost of capital (discount rate).

Our fair value estimates are subject to change as a result of many factors including, among others, any changes in our business plans, changing economic conditions and the competitive environment. Should actual cash flows and our future estimates vary adversely from those estimates we use, we may be required to recognize goodwill impairment charges in future years.

Impairment of Long-Lived Assets

Our long-lived assets include (1) properties and related definite-lived intangible assets (e.g., favorable leases) that are leased and/or subleased to franchisees, (2) Company-operated restaurant assets and related definite-lived intangible assets, which include reacquired rights under franchise agreements, and (3) finance and operating lease assets.

We review our long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. We assess the recoverability of our long-lived assets by comparing the carrying amount of the asset group to future undiscounted net cash flows expected to be generated through leases and/or subleases or by our individual Company-operated restaurants. If the carrying amount of the long-lived asset group is not recoverable on an undiscounted cash flow basis, then impairment is recognized to the extent that the carrying amount exceeds its fair value and is included in "Impairment of long-lived assets." Our critical estimates in this review process include the anticipated future cash flows from leases and/or subleases or individual Company-operated restaurants, which is used in assessing the recoverability of the respective long-lived assets.

Our fair value estimates are subject to change as a result of many factors including, among others, any changes in our business plans, changing economic conditions and the competitive environment. Should actual cash flows and our future estimates vary adversely from those estimates we used, we may be required to recognize additional impairment charges in future years.

Other Intangible Assets

Definite-lived intangible assets are amortized on a straight-line basis using the following estimated useful lives of the related classes of intangibles: for favorable leases, the terms of the respective leases, including periods covered by renewal options that the Company as lessor is reasonably certain the tenant will exercise; one to five years for computer software; two to 20 years for reacquired rights under franchise agreements; and 20 years for franchise agreements. Trademarks have an indefinite life and are not amortized.

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. Indefinite-lived intangible assets are tested for impairment at least annually, or more frequently if events or changes in circumstances indicate that the assets may be impaired. Our annual impairment test for indefinite-lived intangible assets may be completed through a qualitative assessment to determine if the fair value of the indefinite-lived intangible assets is more likely than not greater than the carrying amount. If we elect to bypass the qualitative assessment, or if a qualitative assessment indicates it is more likely than not that the estimated carrying value exceeds the fair value, we test for impairment using a quantitative process. If the Company determines that impairment of its intangible assets may exist, the amount of impairment loss is measured as the excess of carrying value over fair value. Our critical estimates in the determination of the fair value of indefinite-lived intangible assets include the anticipated future revenues of Company-operated and franchised restaurants and the resulting cash flows.

Investments

The Company has a 50% share in a partnership in a Canadian restaurant real estate joint venture ("TimWen") with a subsidiary of Restaurant Brands International Inc., a quick-service restaurant company that owns the Tim Hortons® brand (Tim Hortons is a registered trademark of Tim Hortons USA Inc.). In addition, the Company has a 20% share in a joint venture in Brazil (the "Brazil JV"). The Company has significant influence over these investees. Such investments are accounted for using the equity method, under which our results of operations include our share of the income (loss) of the investees in "Other operating income, net." Cash distributions and dividends received that are determined to be returns of capital are recorded as a reduction of the carrying value of our investments and returns on our investments are recorded to "Investment income (loss), net."

The difference between the carrying value of our TimWen equity investment and the underlying equity in the historical net assets of the investee is accounted for as if the investee were a consolidated subsidiary. Accordingly, the carrying value difference is amortized over the estimated lives of the assets of the investee to which such difference would have been allocated if the equity investment were a consolidated subsidiary. To the extent the carrying value difference represents goodwill, it is not amortized.

Other investments in equity securities in which the Company does not have significant influence, and for which there is not a readily determinable fair value, are recorded at cost, less any impairment, plus or minus changes resulting from observable price changes in orderly transactions for an identical or similar investment of the same issuer. Realized gains and losses are reported as income or loss in the period in which the securities are sold or otherwise disposed.

Share-Based Compensation

The Company has granted share-based compensation awards to certain employees under several equity plans (the "Equity Plans"). The Company measures the cost of employee services received in exchange for an equity award, which include grants of employee stock options and restricted shares, based on the fair value of the award at the date of grant. Share-based compensation expense is recognized net of estimated forfeitures, determined based on historical experience. The Company recognizes share-based compensation expense over the requisite service period unless the awards are subject to performance conditions, in which case we recognize compensation expense over the requisite service period to the extent performance conditions are considered probable. The Company determines the grant date fair value of stock options using a Black-Scholes-Merton option pricing model (the "Black-Scholes Model"). The grant date fair value of restricted share awards ("RSAs"), restricted share units ("RSUs") and performance-based awards are determined using the fair market value of the Company's common stock on the date of grant, as set forth in the applicable plan document, unless the awards are subject to market conditions, in which case we use a Monte Carlo simulation model. The Monte Carlo simulation model utilizes multiple input variables to estimate the probability that market conditions will be achieved.

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Foreign Currency Translation

The Company's primary foreign operations are in Canada where the functional currency is the Canadian dollar. Financial statements of foreign subsidiaries are prepared in their functional currency and then translated into U.S. dollars. Assets and liabilities are translated at the exchange rate as of the balance sheet date and revenues, costs and expenses are translated at a monthly average exchange rate. Net gains or losses resulting from the translation are recorded to the "Foreign currency translation adjustment" component of "Accumulated other comprehensive loss." Gains and losses arising from the impact of foreign currency exchange rate fluctuations on transactions in foreign currency are included in "General and administrative."

Income Taxes

The Company accounts for income taxes under the asset and liability method. A deferred tax asset or liability is recognized whenever there are (1) future tax effects from temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and (2) operating loss, capital loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled.

Deferred tax assets are recognized to the extent the Company believes these assets will more likely than not be realized. In evaluating the realizability of deferred tax assets, the Company considers all available positive and negative evidence, including the interaction and the timing of future reversals of existing temporary differences, projected future taxable income, recent operating results and tax-planning strategies. When considered necessary, a valuation allowance is recorded to reduce the carrying amount of the deferred tax assets to their anticipated realizable value.

The Company records uncertain tax positions on the basis of a two-step process whereby we first determine if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more-likely-than-not recognition threshold is then measured for purposes of financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized upon being effectively settled.

Interest accrued for uncertain tax positions is charged to "Interest expense, net." Penalties accrued for uncertain tax positions are charged to "General and administrative."

Restaurant Acquisitions and Dispositions

The Company accounts for the acquisition of restaurants from franchisees using the acquisition method of accounting for business combinations. The acquisition method of accounting involves the allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed. This allocation process requires the use of estimates and assumptions to derive fair values and to complete the allocation. The excess of the purchase price over the fair values of the assets acquired and liabilities assumed represents goodwill derived from the acquisition. See "Goodwill" above for further information.

In connection with the sale of Company-operated restaurants to franchisees, the Company typically enters into several agreements, in addition to an asset purchase agreement, with franchisees including franchise, development, relationship and lease agreements. The Company typically sells restaurants' cash, inventory and equipment and retains ownership or the leasehold interest to the real estate to lease and/or sublease to the franchisee. The Company has determined that its restaurant dispositions usually represent multiple-element arrangements, and as such, the cash consideration received is allocated to the separate elements based on their relative selling price. Cash consideration generally includes up-front consideration for the sale of the restaurants, technical assistance fees and development fees and future cash consideration for royalties and lease payments. The Company considers the future lease payments in allocating the initial cash consideration received. The Company obtains third-party evidence to estimate the relative selling price of the stated rent under the lease and/or sublease agreements which is primarily based upon comparable market rents. Based on the Company's review of the third-party evidence, the Company records favorable or unfavorable lease assets/liabilities with a corresponding offset to the gain or loss on the sale of the restaurants. The cash consideration per restaurant for technical assistance fees and development fees is consistent with the amounts stated in the related franchise agreements which are charged for separate standalone arrangements. The Company recognizes the technical assistance and development fees over the contractual term of the franchise agreements. Future royalty income is also recognized in revenue as earned. See "Revenue Recognition" below for further information.

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Revenue Recognition

"Sales" includes revenues recognized upon delivery of food to the customer at Company-operated restaurants. "Sales" excludes taxes collected from the Company's customers. Revenue is recognized when the food is purchased by the customer, which is when our performance obligation is satisfied. "Sales" also includes income for gift cards. Gift card payments are recorded as deferred income when received and are recognized as revenue upon redemption.

"Franchise royalty revenue and fees" includes royalties, new build technical assistance fees, renewal fees, franchisee-to-franchisee restaurant transfer ("Franchise Flip") technical assistance fees, Franchise Flip advisory fees, development fees and information technology and other fees. Royalties from franchised restaurants are based on a percentage of sales of the franchised restaurant and are recognized as earned. New build technical assistance fees, renewal fees and Franchise Flip technical assistance fees are recorded as deferred revenue when received and recognized as revenue over the contractual term of the franchise agreements, once the restaurant has opened. Development fees are deferred when received, allocated to each agreed upon restaurant, and recognized as revenue over the contractual term of each respective franchise agreement, once the restaurant has opened. These franchise fees are considered highly dependent upon and interrelated with the franchise right granted in the franchise agreement. Franchise Flip advisory fees include valuation services and fees for selecting pre-approved buyers for Franchise Flips. Franchise Flip advisory fees are paid by the seller and are recognized as revenue at closing of the Franchise Flip transaction. Information technology and other fees are recognized as revenue as earned.

"Franchise rental income" includes rental income from properties owned and leased by the Company and leased or subleased to franchisees. Rental income is recognized on a straight-line basis over the respective operating lease terms. Favorable and unfavorable lease amounts related to the leased and/or subleased properties are amortized to rental income on a straight-line basis over the remaining term of the leases.

"Advertising funds revenue" includes contributions to the Advertising Funds by franchisees. Revenue related to these contributions is based on a percentage of sales of the franchised restaurants and is recognized as earned.

Cost of Sales

Cost of sales includes food and paper, restaurant labor and occupancy, advertising and other operating costs relating to Company-operated restaurants. Cost of sales excludes depreciation and amortization expense.

Vendor Incentives

The Company receives incentives from certain vendors. These incentives are recognized as earned and are classified as a reduction of "Cost of sales."

Advertising Costs

Advertising costs are expensed as incurred and are included in "Cost of sales" and "Advertising funds expense." Production costs of advertising are expensed when the advertisement is first released.

Franchise Support and Other Costs

The Company incurs costs to provide direct support services to our franchisees, as well as certain other direct and incremental costs to the Company's franchise operations. These costs primarily relate to franchise development services, facilitating Franchise Flips and information technology services, which are charged to "Franchise support and other costs," as incurred.

Self-Insurance

The Company is self-insured for most workers' compensation losses and health care claims and purchases insurance for general liability and automotive liability losses, all subject to a $500 per occurrence retention or deductible limit. The Company provides for their estimated cost to settle both known claims and claims incurred but not yet reported. Liabilities associated with these claims are estimated, in part, by considering the frequency and severity of historical claims, both specific to us, as

well as industry-wide loss experience and other actuarial assumptions. We determine our insurance obligations with the assistance of actuarial firms. Since there are many estimates and assumptions involved in recording insurance liabilities and in the case of workers' compensation a significant period of time elapses before the ultimate resolution of claims, differences between actual future events and prior estimates and assumptions could result in adjustments to these liabilities.

Leases

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.

ROU Model and Determination of Lease Term

The Company uses the right-of-use ("ROU") model to account for leases where the Company is the lessee, which requires an entity to recognize a lease liability and ROU asset on the lease commencement date. A lease liability is measured equal to the present value of the remaining lease payments over the lease term and is discounted using the incremental borrowing rate, as the rate implicit in the Company's leases is not readily determinable. The incremental borrowing rate is the rate of interest that the Company would have to pay to borrow, on a collateralized basis over a similar term, an amount equal to the lease payments in a similar economic environment. Lease payments include payments made before the commencement date and any residual value guarantees, if applicable. The initial ROU asset consists of the initial measurement of the lease liability, adjusted for any favorable or unfavorable terms for leases acquired from franchisees, as well as payments made before the commencement date, initial direct costs and lease incentives earned. When determining the lease term, the Company includes option periods that it is reasonably certain to exercise as failure to renew the lease would impose a significant economic detriment. For properties used for Company-operated restaurants, the primary economic detriment relates to the existence of unamortized leasehold improvements which might be impaired if we choose not to exercise the available renewal options. The lease term for properties leased or subleased to franchisees is determined based upon the economic detriment to the franchisee and includes consideration of the length of the franchise agreement and historical performance of the restaurant. Lease terms for real estate are generally initially between 15 and 20 years and, in most cases, provide for rent escalations and renewal options.

Operating Leases

For operating leases, minimum lease payments or receipts, including minimum scheduled rent increases, are recognized as rent expense where the Company is a lessee, or income where the Company is a lessor, as applicable, on a straight-line basis ("Straight-Line Rent") over the applicable lease terms. There is a period under certain lease agreements referred to as a rent holiday ("Rent Holiday") that generally begins on the possession date and ends on the rent commencement date. During a Rent Holiday, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on a straight-line basis. The excess of the Straight-Line Rent over the minimum rents paid is included in the ROU asset where the Company is a lessee. The excess of the Straight-Line Rent over the minimum rents received is recorded as a deferred lease asset and is included in "Other assets" where the Company is a lessor. Certain leases contain provisions, referred to as contingent rent ("Contingent Rent"), that require additional rental payments based upon restaurant sales volume. Contingent Rent is recognized each period as the liability is incurred or the asset is earned.

Lease cost for operating leases includes the amortization of the ROU asset and interest expense related to the operating lease liability. Variable lease cost for operating leases includes Contingent Rent and payments for executory costs such as real estate taxes, insurance and common area maintenance, which are excluded from the measurement of the lease liability. Short-term lease cost for operating leases includes rental expense for leases with a term of less than 12 months. Lease costs are recorded in the consolidated statements of operations based on the nature of the underlying lease as follows: (1) rental expense related to leases for Company-operated restaurants is recorded to "Cost of sales," (2) rental expense for leased properties that are subsequently subleased to franchisees is recorded to "Franchise rental expense" and (3) rental expense related to leases for corporate offices and equipment is recorded to "General and administrative."

EXHIBIT 5

Favorable and unfavorable lease amounts for operating leases where the Company is the lessor are recorded as components of "Other intangible assets" and "Other liabilities," respectively. Favorable and unfavorable lease amounts are amortized on a straight-line basis over the term of the leases.

Rental income and favorable and unfavorable lease amortization for operating leases on properties leased or subleased to franchisees is recorded to "Franchise rental income." Lessees' variable payments to the Company for executory costs under operating leases are recognized on a gross basis as "Franchise rental income" with a corresponding expense recorded to "Franchise rental expense."

Finance Leases

Lease cost for finance leases where the Company is the lessee includes the amortization of the ROU asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization (exclusive of amortization of cloud computing arrangements shown separately below)," and interest expense on the finance lease liability, which is calculated using the interest method and recorded to "Interest expense, net." Finance lease ROU 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 certain of exercising.

Sales-Type and Direct Financing Leases

For sales-type and direct financing leases where the Company is the lessor, the Company records its investment in properties leased to franchisees on a net basis, which is comprised of the present value of the lease payments not yet received and the present value of the guaranteed and unguaranteed residual assets. The current and long-term portions of our net investment in sales-type and direct financing leases are included in "Accounts and notes receivable, net" and "Net investment in sales-type and direct financing leases," respectively. Unearned income is recognized as interest income over the lease term and is included in "Interest expense, net." Sales-type leases result in the recognition of gain or loss at the commencement of the lease, which is recorded to "Other operating income, net." The gain or loss recognized upon commencement of the lease is directly affected by the Company's estimate of the amount to be derived from the guaranteed and unguaranteed residual assets at the end of the lease term. The Company's main component of this estimate is the expected fair value of the underlying assets, primarily the fair value of land. Lessees' variable payments to the Company for executory costs under sales-type and direct financing leases are recognized on a gross basis as "Franchise rental income" with a corresponding expense recorded to "Franchise rental expense."

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, (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.

Concentration of Risk

Wendy's had no customers which accounted for 10% or more of consolidated revenues in 2022, 2021 or 2020. As of January 1, 2023, Wendy's had one main in-line distributor of food, packaging and beverage products, excluding breads, that serviced approximately 67% of Wendy's restaurants in the U.S. and four additional in-line distributors that, in the aggregate, serviced approximately 32% of Wendy's restaurants in the U.S. We believe that our vulnerability to risk concentrations related to significant vendors and sources of our raw materials is mitigated as we believe that there are other vendors who would be able to service our requirements. However, if a disruption of service from any of our main in-line distributors was to occur, we could experience short-term increases in our costs while distribution channels were adjusted.

Wendy's restaurants are principally located throughout the U.S. and to a lesser extent, in 31 foreign countries and U.S. territories, with the largest number in Canada. Wendy's U.S. restaurants are located in 50 states and the District of Columbia,

with the largest number in Florida, Texas, Ohio, Georgia, California, North Carolina, Pennsylvania and Michigan. Because our restaurant operations are generally located throughout the U.S. and to a much lesser extent, Canada and other foreign countries and U.S. territories, we believe the risk of geographic concentration is not significant. We could be adversely affected by changing consumer preferences resulting from concerns over nutritional or safety aspects of beef, chicken, french fries or other products we sell or the effects of food safety events or disease outbreaks. Our exposure to foreign exchange risk is primarily related to fluctuations in the Canadian dollar relative to the U.S. dollar for our Canadian operations. However, our exposure to Canadian dollar foreign currency risk is mitigated by the fact that there are no Company-operated restaurants in Canada and less than 10% of Wendy's franchised restaurants are in Canada.

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees for royalties, franchise fees and rent. In addition, we have notes receivable from certain of our franchisees. The financial condition of these franchisees is largely dependent upon the underlying business trends of the Wendy's brand and market conditions within the quick-service restaurant industry. This concentration of credit risk is mitigated, in part, by the number of franchisees and the short-term nature of the franchise receivables.

New Accounting Standards Adopted

Financial Instruments

In August 2020, the Financial Accounting Standards Board ("FASB") issued an amendment that simplifies the accounting for certain financial instruments with characteristics of liabilities and equity, including convertible instruments and contracts on an entity's own equity. The amendment simplifies accounting for convertible instruments by removing major separation models required under current accounting guidance. In addition, the amendment removes certain settlement conditions that are required for equity contracts to qualify for the derivative scope exception, which will permit more equity contracts to qualify for the exception, and also simplifies the diluted earnings per share calculation in certain areas. The Company adopted this amendment during the first quarter of 2022. The adoption of this guidance did not have a material impact on our consolidated financial statements.

New Accounting Standards

Business Combinations

In October 2021, the FASB issued an amendment to improve the accounting for revenue contracts with customers acquired in a business combination. The amendment requires contract assets and contract liabilities acquired in a business combination to be recognized and measured by the acquirer on the acquisition date in accordance with current revenue recognition guidance as if the acquirer had originated the contracts. The standard is effective beginning with our 2023 fiscal year. The Company does not expect the guidance to have a material impact on our consolidated financial statements.

Reference Rate Reform

In March 2020, the FASB issued guidance to provide temporary optional expedients and exceptions to current reference rate reform guidance to ease the financial reporting burdens related to the expected market transition from the London interbank offered rate ("LIBOR") and other interbank offered rates to alternative reference rates. The guidance, as amended, was effective upon issuance and may be applied prospectively to applicable contract modifications through December 31, 2024. We are currently evaluating the impact of the transition from LIBOR to alternative reference rates but do not anticipate the adoption of this guidance to have a material impact on our consolidated financial statements.

(2) Revenue

Nature of Goods and Services

The Company generates revenues from sales at Company-operated restaurants and earns royalties, fees and rental income from franchised restaurants. Revenues are recognized upon delivery of food to the customer at Company-operated restaurants or upon the fulfillment of terms outlined in the franchise agreement for franchised restaurants. The franchise agreement provides the franchisee the right to construct, own and operate a Wendy's restaurant upon a site accepted by Wendy's and to use the Wendy's system in connection with the operation of the restaurant at that site. The franchise agreement generally provides for a 20-year term and a 10-year renewal subject to certain conditions. The initial term may be extended up to 25 years and the renewal extended up to 20 years for qualifying restaurants under certain new restaurant development and reimaging programs.

The franchise agreement requires that the franchisee pay a royalty based on a percentage of sales at the franchised restaurant, as well as make contributions to the Advertising Funds based on a percentage of sales. Wendy's may offer development incentive programs from time to time that provide for a discount or lesser royalty amount or Advertising Fund contribution for a limited period of time. The agreement also typically requires that the franchisee pay Wendy's a technical assistance fee. The technical assistance fee is used to defray some of the costs to Wendy's for training, start-up and transitional services related to new and existing franchisees acquiring restaurants and in the development and opening of new restaurants. The franchise agreement also requires that the franchisee pay an annual fee for technology services. The technology fee is a flat fee dependent on each restaurant's sales.

Wendy's also enters into development agreements with certain franchisees. The development agreement generally provides the franchisee with the right to develop a specified number of new Wendy's restaurants using the Image Activation design within a stated, non-exclusive territory for a specified period, subject to the franchisee meeting interim new restaurant development requirements.

Wendy's owns and leases sites from third parties, which it leases and/or subleases to franchisees. Noncancelable lease terms are generally initially between 15 and 20 years and, in most cases, provide for rent escalations and renewal options. The initial lease term for properties leased or subleased to franchisees is generally set to be coterminous with the initial 20-year term of the related franchise agreement and any renewal term is coterminous with the 10-year renewal term of the related franchise agreement.

Royalties and contributions to the Advertising Funds are generally due within the month subsequent to which the revenue was generated through sales at the franchised restaurant. Technical assistance fees and renewal fees are generally due upon execution of the related franchise agreement. Annual technology fees are due in quarterly installments. Rental income is due in accordance with the terms of each lease, which is generally at the beginning of each month.

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Disaggregation of Revenue

The following tables disaggregate revenue by segment and source for 2022, 2021 and 2020:

	Wendy's U.S.	Wendy's International	Global Real Estate & Development	Total
2022				
Sales at Company-operated restaurants	$ 882,684	$ 13,901	$ —	$ 896,585
Franchise royalty revenue	423,955	61,533	—	485,488
Franchise fees	63,112	5,542	4,093	72,747
Franchise rental income	—	—	234,465	234,465
Advertising funds revenue	380,491	25,729	—	406,220
Total revenues	$ 1,750,242	$ 106,705	$ 238,558	$ 2,095,505
2021				
Sales at Company-operated restaurants	$ 730,415	$ 3,659	$ —	$ 734,074
Franchise royalty revenue	407,317	53,392	—	460,709
Franchise fees	64,170	5,391	6,478	76,039
Franchise rental income	—	—	236,655	236,655
Advertising funds revenue	365,594	23,927	—	389,521
Total revenues	$ 1,567,496	$ 86,369	$ 243,133	$ 1,896,998
2020				
Sales at Company-operated restaurants	$ 722,764	$ —	$ —	$ 722,764
Franchise royalty revenue	373,162	43,346	—	416,508
Franchise fees	22,126	1,962	4,153	28,241
Franchise rental income	—	—	232,648	232,648
Advertising funds revenue	313,330	20,334	—	333,664
Total revenues	$ 1,431,382	$ 65,642	$ 236,801	$ 1,733,825

Contract Balances

The following table provides information about receivables and contract liabilities (deferred franchise fees) from contracts with customers:

	Year End	
	January 1, 2023 (a)	January 2, 2022 (a)
Receivables, which are included in "Accounts and notes receivable, net" (b)	$ 54,497	$ 49,168
Receivables, which are included in "Advertising funds restricted assets"	70,422	65,497
Deferred franchise fees (c)	99,208	97,186

(a) Excludes funds collected from the sale of gift cards, which are primarily reimbursed to franchisees upon redemption at franchised restaurants and do not ultimately result in the recognition of revenue in the Company's consolidated statements of operations.

(b) Includes receivables related to "Sales" and "Franchise royalty revenue and fees."

(c) Deferred franchise fees are included in "Accrued expenses and other current liabilities" and "Deferred franchise fees" and totaled $8,977 and $90,231, respectively, as of January 1, 2023, and $9,084 and $88,102, respectively, as of January 2, 2022.

Significant changes in deferred franchise fees are as follows:

	Year Ended		
	2022	2021	2020
Deferred franchise fees at beginning of period	$ 97,186	$ 97,785	$ 100,689
Revenue recognized during the period	(11,567)	(19,838)	(8,955)
New deferrals due to cash received and other	13,589	19,239	6,051
Deferred franchise fees at end of period	$ 99,208	$ 97,186	$ 97,785

Anticipated Future Recognition of Deferred Franchise Fees

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:

Estimate for fiscal year:	
2023	$ 8,977
2024	5,835
2025	5,669
2026	5,559
2027	5,482
Thereafter	67,686
	$ 99,208

EXHIBIT 5

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

(3) Acquisitions

During 2021, the Company acquired 93 restaurants from a franchisee. The Company completed no significant acquisitions of restaurants from franchisees during 2022 or 2020. The Company did not incur any material acquisition-related costs associated with the acquisition in 2021 and such transaction was not significant to our consolidated financial statements. The table below presents the allocation of the total purchase price to the fair value of assets acquired and liabilities assumed for restaurants acquired from a franchisee:

	Year Ended 2021 (a)
Restaurants acquired from franchisee (b)	93
Total consideration paid, net of cash received	$ 127,948
Identifiable assets acquired and liabilities assumed:	
Properties	21,984
Acquired franchise rights	81,239
Finance lease assets	25,547
Operating lease assets	44,282
Finance lease liabilities	(25,059)
Operating lease liabilities	(43,478)
Other	(9)
Total identifiable net assets	104,506
Goodwill	$ 23,442

(a) The fair values of assets acquired and liabilities assumed related to restaurants acquired in 2021 were provisional amounts as of January 2, 2022, pending final purchase accounting adjustments. The Company finalized the purchase price allocation during 2022, which resulted in an increase in cash received of $260.

(b) Included two restaurants under construction and not operating as of January 2, 2022.

NPC Quality Burgers, Inc. ("NPC")

As previously announced, NPC, formerly the Company's largest franchisee, filed for chapter 11 bankruptcy in July 2020 and commenced a process to sell all or substantially all of its assets, including its interest in approximately 393 Wendy's restaurants across eight different markets, pursuant to a court-approved auction process. On November 18, 2020, the Company submitted a consortium bid together with a group of pre-qualified franchisees to acquire NPC's Wendy's restaurants. Under the terms of the consortium bid, several existing and new franchisees would have been the ultimate purchasers of seven of the NPC markets, while the Company would have acquired one market. As part of the consortium bid, the Company submitted a deposit of $43,240. The deposit included $38,361 received from the group of prequalified franchisees, which was payable to the franchisees pending resolution of the bankruptcy sale process.

During the three months ended April 4, 2021, following a court-approved mediation process, NPC and certain affiliates of Flynn Restaurant Group ("FRG") and the Company entered into separate asset purchase agreements under which all of NPC's Wendy's restaurants were sold to Wendy's approved franchisees. Under the transaction, FRG acquired approximately half of NPC's Wendy's restaurants in four markets, while several existing Wendy's franchisees that were part of the Company's consortium bid acquired the other half of NPC's Wendy's restaurants in the other four markets. The Company did not acquire any restaurants as part of this transaction. In addition, the deposits outstanding as of January 3, 2021 were settled during the three months ended April 4, 2021 upon resolution of the bankruptcy sale process. The net settlement of deposits of $4,879 is included in "Acquisitions" in the consolidated statements of cash flows.

(4) System Optimization Gains, Net

The Company's system optimization initiative included a shift from Company-operated restaurants to franchised restaurants over time, through acquisitions and dispositions, as well as facilitating Franchise Flips. As of January 1, 2017, the Company achieved its plan to reduce its ongoing Company-operated restaurant ownership to approximately 5% of the total system. While the Company has no plans to move its ownership away from approximately 5% of the total system, the Company expects to continue to optimize the Wendy's system through Franchise Flips, as well as evaluating strategic acquisitions of franchised restaurants and strategic dispositions of Company-operated restaurants to existing and new franchisees, to further strengthen the franchisee base, drive new restaurant development and accelerate reimages. During 2022, 2021 and 2020, the Company facilitated 79, 34 and 54 Franchise Flips, respectively. Additionally, during 2021, the Company completed the sale of 47 Company-operated restaurants in New York (including Manhattan) to franchisees and, during each of 2022 and 2020, the Company completed the sale of one Company-operated restaurant to a franchisee.

Gains and losses recognized on dispositions are recorded to "System optimization gains, net" in our consolidated statements of operations. Costs related to acquisitions and dispositions under our system optimization initiative are recorded to "Reorganization and realignment costs," which are further described in Note 5. All other costs incurred related to facilitating Franchise Flips are recorded to "Franchise support and other costs."

The following is a summary of the disposition activity recorded as a result of our system optimization initiative:

	Year Ended		
	2022	2021	2020
Number of restaurants sold to franchisees	1	47	1
Proceeds from sales of restaurants (a)	$ 79	$ 50,518	$ 50
Net assets sold (b)	(141)	(16,939)	(34)
Goodwill related to sales of restaurants	—	(4,847)	—
Net unfavorable leases (c)	(360)	(2,939)	—
Gain on sales-type leases	—	7,156	—
Other (d)	6	(2,148)	—
	(416)	30,801	16
Post-closing adjustments on sales of restaurants (e) (f)	2,877	1,218	362
Gain on sales of restaurants, net	2,461	32,019	378
Gain on sales of other assets, net (g)	4,318	1,526	2,770
System optimization gains, net	$ 6,779	$ 33,545	$ 3,148

(a) In addition to the proceeds noted herein, the Company received cash proceeds of $378 and $39 during 2022 and 2021, respectively, related to a note receivable issued in connection with the sale of the Manhattan Company-operated restaurants.

(b) Net assets sold consisted primarily of equipment.

(c) During 2021, the Company recorded favorable lease assets of $3,799 and unfavorable lease liabilities of $6,738 as a result of leasing and/or subleasing land, buildings and/or leasehold improvements to franchisees, in connection with the sale of the New York Company-operated restaurants (including Manhattan).

(d) 2021 includes a deferred gain of $3,500 as a result of certain contingencies related to the extension of lease terms.

(e) 2021 includes a gain on sales-type leases of $1,625 and the write-off of certain lease assets of $927 as a result of an amendment to lease terms in connection with a Manhattan Company-operated restaurant previously sold to a franchisee.

(f) 2022, 2021 and 2020 include the recognition of deferred gains of $3,522, $515 and $368, respectively, as a result of the resolution of certain contingencies related to the extension of lease terms for restaurants previously sold to franchisees.

(g) During 2022, 2021 and 2020, the Company received cash proceeds of $7,780, $4,561 and $6,041, respectively, primarily from the sale of surplus and other properties.

Assets Held for Sale

As of January 1, 2023 and January 2, 2022, the Company had assets held for sale of $1,661 and $3,541, respectively, primarily consisting of surplus properties. Assets held for sale are included in "Prepaid expenses and other current assets."

(5) Reorganization and Realignment Costs

The following is a summary of the initiatives included in "Reorganization and realignment costs:"

	Year Ended		
	2022	2021	2020
Operations and field realignment	$ 59	$ 1,758	$ 3,801
IT realignment	32	(10)	7,288
G&A realignment	(4)	(52)	614
System optimization initiative	611	6,852	4,327
Reorganization and realignment costs	$ 698	$ 8,548	$ 16,030

Operations and Field Realignment

In September 2020, the Company initiated a plan to reallocate resources to better support the long-term growth strategies for Company and franchise operations (the "Operations and Field Realignment Plan"). The Operations and Field Realignment Plan realigned the Company's restaurant operations team, including transitioning from separate leaders of Company and franchise operations to a single leader of all U.S. restaurant operations. The Operations and Field Realignment Plan also included contract terminations, including the closure of certain field offices. During 2021 and 2020, the Company recognized costs totaling $1,758 and $3,801, respectively, which primarily included third-party and other costs in 2021 and severance and related employee costs and share-based compensation in 2020. The Company does not expect to incur any material additional costs under the Operations and Field Realignment Plan.

The following is a summary of the activity recorded as a result of the Operations and Field Realignment Plan:

	Year Ended			Total Incurred Since Inception
	2022	2021	2020	
Severance and related employee costs	$ 7	$ 270	$ 3,113	$ 3,390
Third-party and other costs	52	1,488	67	1,607
	59	1,758	3,180	4,997
Share-based compensation (a)	—	—	621	621
Total operations and field realignment	$ 59	$ 1,758	$ 3,801	$ 5,618

(a) Primarily represents incremental share-based compensation resulting from the modification of stock options in connection with the termination of employees under the Operations and Field Realignment Plan.

The tables below present a rollforward of our accruals for the Operations and Field Realignment Plan, which are included in "Accrued expenses and other current liabilities" as of January 2, 2022.

	Balance January 2, 2022	Charges	Payments	Balance January 1, 2023
Severance and related employee costs	$ 155	$ 7	$ (162)	$ —
Third-party and other costs	11	52	(63)	—
	$ 166	$ 59	$ (225)	$ —

	Balance January 3, 2021	Charges	Payments	Balance January 2, 2022
Severance and related employee costs	$ 2,600	$ 270	$ (2,715)	$ 155
Third-party and other costs	—	1,488	(1,477)	11
	$ 2,600	$ 1,758	$ (4,192)	$ 166

Information Technology ("IT") Realignment

In December 2019, our Board of Directors approved a plan to realign and reinvest resources in the Company's IT organization to strengthen its ability to accelerate growth (the "IT Realignment Plan"). The Company has partnered with a third-party global IT consultant on this new structure to leverage their global capabilities, enabling a more seamless integration between its digital and corporate IT assets. The IT Realignment Plan has reduced certain employee compensation and other related costs that the Company has reinvested back into IT to drive additional capabilities and capacity across all of its technology platforms. Additionally, in June 2020, the Company made changes to its leadership structure that included the elimination of the Chief Digital Experience Officer position and the creation of a Chief Information Officer position. During 2020, the Company recognized costs totaling $7,288, which primarily included third-party and other costs and recruitment and relocation costs. The Company does not expect to incur any material additional costs under the IT Realignment Plan.

The following is a summary of the activity recorded as a result of the IT Realignment Plan:

	Year Ended			Total Incurred Since Inception
	2022	2021	2020	
Severance and related employee costs (a)	$ —	$ (165)	$ 843	$ 8,226
Recruitment and relocation costs	29	146	1,296	1,471
Third-party and other costs	3	9	5,149	6,547
	32	(10)	7,288	16,244
Share-based compensation (b)	—	—	—	193
Total IT realignment	$ 32	$ (10)	$ 7,288	$ 16,437

(a) 2021 includes a reversal of an accrual as a result of a change in estimate.

(b) Primarily represents incremental share-based compensation resulting from the modification of stock options in connection with the termination of employees under the IT realignment plan.

General and Administrative ("G&A") Realignment

In May 2017, the Company initiated a plan to reduce its G&A expenses (the "G&A Realignment Plan"). No material costs were incurred by the Company under the G&A Realignment Plan during 2022, 2021 and 2020. The Company does not expect to incur any material additional costs under the G&A Realignment Plan.

System Optimization Initiative

The Company recognizes costs related to acquisitions and dispositions under its system optimization initiative. During 2022, the Company recognized costs totaling $611, which were primarily comprised of professional fees and other costs associated with the Company's acquisition of 93 franchise-operated restaurants in Florida during the fourth quarter of 2021. During 2021, the Company recognized costs totaling $6,852, which were primarily comprised of the write-off of certain lease assets, lease termination fees and transaction fees associated with the NPC bankruptcy sale process, as well as professional fees and transaction fees associated with the Company's acquisition of 93 franchise-operated restaurants in Florida during the fourth quarter of 2021. During 2020, the Company recognized costs totaling $4,327, which primarily included professional fees related to the NPC bankruptcy sale process. See Note 3 for further information. The Company expects to recognize a gain of approximately $700, primarily related to the write-off of certain NPC-related lease liabilities upon final termination of the leases.

The following is a summary of the costs recorded as a result of our system optimization initiative:

	Year Ended			Total Incurred Since Inception
	2022	2021	2020	
Severance and related employee costs	$ 4	$ 661	$ —	$ 18,902
Professional fees	395	1,570	4,323	24,072
Other (a)	145	1,765	4	7,763
	544	3,996	4,327	50,737
Accelerated depreciation and amortization (b)	—	—	—	25,398
NPC lease termination costs (c)	67	2,856	—	2,923
Share-based compensation (d)	—	—	—	5,013
Total system optimization initiative	$ 611	$ 6,852	$ 4,327	$ 84,071

(a) 2021 includes transaction fees of $1,350 associated with the NPC bankruptcy sale process.

(b) Primarily includes accelerated amortization of previously acquired franchise rights related to the Company-operated restaurants in territories that have been sold to franchisees in connection with our system optimization initiative.

(c) 2021 includes the write-off of lease assets of $1,376 and lease termination fees paid of $1,480.

(d) Represents incremental share-based compensation resulting from the modification of stock options and performance-based awards in connection with the termination of employees under our system optimization initiative.

The table below presents a rollforward of our accruals for our system optimization initiative.

	Balance January 3, 2021	Charges	Payments	Balance January 2, 2022
Severance and related employee costs	$ —	$ 661	$ (661)	$ —
Professional fees	1,230	1,570	(2,800)	—
Other	—	1,765	(1,765)	—
	$ 1,230	$ 3,996	$ (5,226)	$ —

EXHIBIT 3

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Organizational Redesign

On February 16, 2023, the Board of Directors approved a plan to redesign the Company's organizational structure to better support the execution of the Company's long-term growth strategy by maximizing organizational efficiency and streamlining decision making. As a result of the redesign, the Company expects to hold its general and administrative expense in 2023 and 2024 relatively flat compared with 2022. The Company expects to incur total costs of approximately $11,000 to $13,000 related to these savings. The total costs expected to be incurred are comprised of (1) severance and related employee costs of approximately $8,000, (2) recruitment and relocation costs of approximately $1,000, (3) third-party and other costs of approximately $1,000 and (4) share-based compensation of approximately $2,000. The Company expects costs to be recognized during 2023 and continue into 2026, with approximately three-fourths to be recognized during 2023.

(6) Net Income Per Share

The calculation of basic and diluted net income per share was as follows:

	Year Ended		
	2022	**2021**	**2020**
Net income	$ 177,370	$ 200,392	$ 117,832
Common stock:			
Weighted average basic shares outstanding	213,766	221,375	223,684
Dilutive effect of stock options and restricted shares	2,073	3,030	4,330
Weighted average diluted shares outstanding	215,839	224,405	228,014
Net income per share:			
Basic	$ .83	$ .91	$ .53
Diluted	$ .82	$ .89	$ .52

Basic net income per share for 2022, 2021 and 2020 was computed by dividing net income amounts by the weighted average number of shares of common stock outstanding. Diluted net income per share was computed by dividing net income by the weighted average number of basic shares outstanding plus the potential common share effect of dilutive stock options and restricted shares. We excluded potential common shares of 4,443, 2,404 and 2,064 for 2022, 2021 and 2020, respectively, from our diluted net income per share calculation as they would have had anti-dilutive effects.

EXHIBIT 3

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

(7) Cash and Receivables

	Year End	
	January 1, 2023	January 2, 2022
Cash and cash equivalents		
Cash	$ 185,207	$ 249,438
Cash equivalents	560,682	—
	745,889	249,438
Restricted cash		
Accounts held by trustee for the securitized financing facility	34,850	27,188
Other	353	347
	35,203	27,535
Advertising Funds (a)	50,709	89,993
	85,912	117,528
Total cash, cash equivalents and restricted cash	$ 831,801	$ 366,966

(a) Included in "Advertising funds restricted assets."

EXHIBIT 5

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

	Year End					
	January 1, 2023			January 2, 2022		
	Gross	Allowance for Doubtful Accounts	Net	Gross	Allowance for Doubtful Accounts	Net
Accounts and Notes Receivable, Net						
Current						
Accounts receivable (a)	$ 100,270	$ (1,707)	$ 98,563	$ 104,744	$ (3,229)	$ 101,515
Notes receivable from franchisees (b) (c)	22,503	(4,640)	17,863	23,000	(4,975)	18,025
	$ 122,773	$ (6,347)	$ 116,426	$ 127,744	$ (8,204)	$ 119,540
Non-current (d)						
Notes receivable from franchisees (c)	$ 3,888	$ —	$ 3,888	$ 4,514	$ (315)	$ 4,199

(a) Includes income tax refund receivables of $3,236 and $11,901 as of January 1, 2023 and January 2, 2022, respectively.

(b) Includes the current portion of sales-type and direct financing lease receivables of $8,263 and $6,266 as of January 1, 2023 and January 2, 2022, respectively. See Note 20 for further information.

Includes a note receivable from a franchisee in Indonesia of $1,153 and $1,795 as of January 1, 2023 and January 2, 2022, respectively.

(c) Includes notes receivable related to the Brazil JV, of which $13,087 and $12,925 are included in current notes receivable and $3,888 and $4,200 are included in non-current notes receivable as of January 1, 2023 and January 2, 2022, respectively. As of both January 1, 2023 and January 2, 2022, the Company had reserves of $4,640 on the loans outstanding related to the Brazil JV. See Note 8 for further information.

As of January 2, 2022, included a note receivable from a franchisee in India, of which $335 was included in current notes receivable and $315 was included in non-current notes receivable. As of January 2, 2022, the Company had reserves of $650 on the loan. During 2022, the Company received a payment of $350 from the franchisee and the remaining note receivable balance and related reserve were written off.

(d) Included in "Other assets."

The following is an analysis of the allowance for doubtful accounts:

	Accounts Receivable	Notes Receivable	Total
2022			
Balance at January 2, 2022	$ 3,229	$ 5,290	$ 8,519
Provision for doubtful accounts	(565)	(350)	(915)
Uncollectible accounts written off, net of recoveries	(957)	(300)	(1,257)
Balance at January 1, 2023	$ 1,707	$ 4,640	$ 6,347
2021			
Balance at January 3, 2021	$ 3,739	$ 5,625	$ 9,364
Provision for doubtful accounts	(148)	(335)	(483)
Uncollectible accounts written off, net of recoveries	(362)	—	(362)
Balance at January 2, 2022	$ 3,229	$ 5,290	$ 8,519
2020			
Balance at December 29, 2019	$ 3,314	$ 6,705	$ 10,019
Provision for doubtful accounts	647	206	853
Uncollectible accounts written off, net of recoveries	(222)	(1,286)	(1,508)
Balance at January 3, 2021	$ 3,739	$ 5,625	$ 9,364

(8) Investments

The following is a summary of the carrying value of our investments:

	Year End	
	January 1, 2023	January 2, 2022
Equity method investments	$ 33,921	$ 39,870
Other investments in equity securities	12,107	10,000
	$ 46,028	$ 49,870

Equity Method Investments

Wendy's has a 50% share in the TimWen real estate joint venture and a 20% share in the Brazil JV, both of which are accounted for using the equity method of accounting, under which our results of operations include our share of the income (loss) of the investees in "Other operating income, net."

A wholly-owned subsidiary of Wendy's entered into the Brazil JV during the second quarter of 2015 for the operation of Wendy's restaurants in Brazil. Wendy's, Starboard International Holdings B.V. and Infinity Holding E Participações Ltda. contributed $1, $2 and $2, respectively, each receiving proportionate equity interests of 20%, 40% and 40%, respectively. The Company did not receive any distributions and our share of the Brazil JV's net losses was $417 during 2020. The Brazil JV ceased operations in 2021 and no income or loss was recorded during 2022 and 2021. A wholly-owned subsidiary of Wendy's has loans outstanding related to the Brazil JV totaling $16,975 and $17,125 as of January 1, 2023 and January 2, 2022, respectively. The loans are denominated in U.S. Dollars, which is also the functional currency of the subsidiary; therefore, there is no exposure to changes in foreign currency rates. The loans bear interest at rates ranging from 3.25% to 6.5% per year. Of the total loans outstanding as of January 1, 2023, $12,775 was due primarily in the fourth quarter of 2020 and $4,200 is due primarily in 2024. As of January 1, 2023 and January 2, 2022, the Company had reserves of $4,640 on the past due loans related to the Brazil JV. The Company is currently pursuing collection of certain of the past due amounts. See Note 7 for further information.

The carrying value of our investment in TimWen exceeded our interest in the underlying equity of the joint venture by $16,423 and $20,532 as of January 1, 2023 and January 2, 2022, respectively, primarily due to purchase price adjustments from the 2008 merger of Triarc Companies, Inc. and Wendy's International, Inc. (the "Wendy's Merger").

Presented below is activity related to our portion of TimWen and the Brazil JV included in our consolidated balance sheets and consolidated statements of operations as of and for the years ended January 1, 2023, January 2, 2022 and January 3, 2021.

	Year Ended		
	2022	2021	2020
Balance at beginning of period	$ 39,870	$ 44,574	$ 45,310
Equity in earnings for the period	12,267	14,329	8,389
Amortization of purchase price adjustments (a)	(2,845)	(3,126)	(2,293)
	9,422	11,203	6,096
Distributions received	(12,612)	(16,337)	(8,376)
Foreign currency translation adjustment included in "Other comprehensive income" and other	(2,759)	430	1,544
Balance at end of period	$ 33,921	$ 39,870	$ 44,574

(a) Purchase price adjustments that impacted the carrying value of the Company's investment in TimWen are being amortized over the average original aggregate life of 21 years.

Other Investments in Equity Securities

During 2021, the Company made an investment in equity securities of $10,000. During the year ended January 1, 2023, the Company recognized a gain of $2,107 as a result of an observable price change for a similar investment of the same issuer.

(9) Properties

	Year End	
	January 1, 2023	January 2, 2022
Land	$ 371,347	$ 370,742
Buildings and improvements	510,685	504,462
Leasehold improvements	422,330	422,094
Office, restaurant and transportation equipment	314,223	282,770
	1,618,585	1,580,068
Accumulated depreciation and amortization	(722,807)	(673,201)
	$ 895,778	$ 906,867

Depreciation and amortization expense related to properties was $69,239, $68,298 and $77,656 during 2022, 2021 and 2020, respectively.

(10) Goodwill and Other Intangible Assets

Goodwill activity for 2022 and 2021 was as follows:

	Wendy's U.S.	Wendy's International	Global Real Estate & Development	Total
Balance at January 3, 2021:				
Goodwill, gross	$ 596,874	$ 41,024	$ 122,548	$ 760,446
Accumulated impairment losses (a)	—	(9,397)	—	(9,397)
Goodwill, net	596,874	31,627	122,548	751,049
Changes in goodwill:				
Restaurant acquisitions	23,442	—	—	23,442
Restaurant dispositions (b)	547	—	—	547
Currency translation adjustment and other	—	240	—	240
Balance at January 2, 2022:				
Goodwill, gross	620,863	41,264	122,548	784,675
Accumulated impairment losses (a)	—	(9,397)	—	(9,397)
Goodwill, net	620,863	31,867	122,548	775,278
Changes in goodwill:				
Restaurant acquisitions (c)	(260)	—	—	(260)
Restaurant dispositions	—	—	—	—
Currency translation adjustment and other	—	(1,930)	—	(1,930)
Balance at January 1, 2023:				
Goodwill, gross	620,603	39,334	122,548	782,485
Accumulated impairment losses (a)	—	(9,397)	—	(9,397)
Goodwill, net	$ 620,603	$ 29,937	$ 122,548	$ 773,088

(a) Accumulated impairment losses resulted from the full impairment of goodwill of the Wendy's international franchise restaurants during the fourth quarter of 2013.

(b) Represents adjustments to the amount of goodwill allocated to the Company's sale of 47 Company-operated restaurants in New York (including Manhattan) in the second quarter of 2021 upon final disposition of the restaurants. See Note 4 for further information.

(c) Includes an adjustment to the fair value of net assets acquired in connection with the acquisition of franchised restaurants during 2021. See Note 3 for further information.

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

The following is a summary of the components of other intangible assets and the related amortization expense:

	Year End					
	January 1, 2023			January 2, 2022		
	Cost	Accumulated Amortization	Net	Cost	Accumulated Amortization	Net
Indefinite-lived:						
Trademarks	$ 903,000	$ —	$ 903,000	$ 903,000	$ —	$ 903,000
Definite-lived:						
Franchise agreements	348,293	(236,536)	111,757	349,391	(220,663)	128,728
Favorable leases	154,048	(67,928)	86,120	159,488	(62,136)	97,352
Reacquired rights under franchise agreements	90,509	(10,536)	79,973	91,111	(4,732)	86,379
Software	263,282	(195,332)	67,950	234,574	(169,242)	65,332
	$ 1,759,132	$ (510,332)	$ 1,248,800	$ 1,737,564	$ (456,773)	$ 1,280,791

Aggregate amortization expense:	
Actual for fiscal year:	
2020	$ 52,588
2021	55,236
2022	58,690
Estimate for fiscal year:	
2023	$ 56,188
2024	49,999
2025	42,614
2026	36,777
2027	32,354
Thereafter	127,868
	$ 345,800

(11) Accrued Expenses and Other Current Liabilities

	Year End	
	January 1, 2023	January 2, 2022
Accrued compensation and related benefits	$ 39,247	$ 63,835
Accrued taxes	30,159	28,142
Other	46,604	48,806
	$ 116,010	$ 140,783

EXHIBIT 3

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

(12) Long-Term Debt

Long-term debt consisted of the following:

	Year End	
	January 1, 2023	January 2, 2022
Series 2022-1 Class A-2 Notes:		
4.236% Series 2022-1 Class A-2-I Notes, anticipated repayment date 2029	$ 99,500	$ —
4.535% Series 2022-1 Class A-2-II Notes, anticipated repayment date 2032	398,000	—
Series 2021-1 Class A-2 Notes:		
2.370% Series 2021-1 Class A-2-I Notes, anticipated repayment date 2029	443,250	447,750
2.775% Series 2021-1 Class A-2-II Notes, anticipated repayment date 2031	640,250	646,750
Series 2019-1 Class A-2 Notes:		
3.783% Series 2019-1 Class A-2-I Notes, anticipated repayment date 2026	364,000	368,000
4.080% Series 2019-1 Class A-2-II Notes, anticipated repayment date 2029	409,500	414,000
Series 2018-1 Class A-2 Notes:		
3.884% Series 2018-1 Class A-2-II Notes, anticipated repayment date 2028	451,250	456,000
7% debentures, due in 2025	86,369	85,175
Unamortized debt issuance costs	(40,673)	(37,009)
	2,851,446	2,380,666
Less amounts payable within one year	(29,250)	(24,250)
Total long-term debt	$ 2,822,196	$ 2,356,416

Aggregate annual maturities of long-term debt, excluding the effect of purchase accounting adjustments, as of January 1, 2023 were as follows:

Fiscal Year	
2023	$ 29,250
2024	29,250
2025	119,250
2026	377,250
2027	25,250
Thereafter	2,315,500
	$ 2,895,750

Senior Notes

Wendy's Funding, LLC ("Wendy's Funding"), a limited-purpose, bankruptcy-remote, wholly-owned indirect subsidiary of The Wendy's Company, is the master issuer (the "Master Issuer") of outstanding senior secured notes under a securitized financing facility that was entered into in June 2015. As of January 1, 2023, the Master Issuer issued the following outstanding series of fixed rate senior secured notes: (i) 2022-1 Class A-2-I with an initial principal amount of $100,000; (ii) 2022-1 Class A-2-II with an initial principal amount of $400,000 (collectively, the 2022-1 Class A-2-I Notes and the 2022-1 Class A-2-II Notes are referred to herein as the "2022-1 Class A-2 Notes"); (iii) 2021-1 Class A-2-I with an initial principal amount of $450,000; (iv) 2021-1 Class A-2-II with an initial principal amount of $650,000; (v) 2019-1 Class A-2-I with an initial principal amount of $400,000; (vi) 2019-1 Class A-2-II with an initial principal amount of $450,000; and (vii) 2018-1 Class A-2-II with an initial principal amount of $475,000 (collectively, the notes described in (i) to (vii) are referred to herein as the "Class A-2 Notes"). In connection with the issuance of the 2021-1 Class A-2-I and 2021-1 Class A-2-II Notes, the Master Issuer also entered into a revolving financing facility of 2021-1 Variable Funding Senior Secured Notes, Class A-1 (the "2021-1 Class A-1 Notes"), which allows for the drawing of up to $300,000 on a revolving basis using various credit instruments, including a letter

of credit facility. No amounts were borrowed under the 2021-1 Class A-1 Notes during 2022. The Class A-2 Notes and the 2021-1 Class A-1 Notes are collectively referred to as the "Senior Notes."

The Master Issuer's issuance of the 2021-1 Class A-1 Notes in June 2021 replaced the Company's previous $150,000 Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the "2019-1 Class A-1 Notes") and $100,000 Series 2020-1 Variable Funding Senior Secured Notes, Class A-1 (the "2020-1 Class A-1 Notes"). In March 2020, the Company drew down $120,000 under the Series 2019-1 Class A-1 Notes, which was fully repaid in July 2020. In June 2020, the Master Issuer issued the Series 2020-1 Class A-1 Notes.

The Senior Notes are secured by a security interest in substantially all of the assets of the Master Issuer and certain other limited-purpose, bankruptcy-remote, wholly-owned indirect subsidiaries of the Company that act as guarantors (collectively, the "Securitization Entities"), except for certain real estate assets and subject to certain limitations as set forth in the indenture governing the Senior Notes (the "Indenture") and the related guarantee and collateral agreements. The assets of the Securitization Entities include most of the domestic and certain of the foreign revenue-generating assets of the Company and its subsidiaries, which principally consist of franchise-related agreements, certain Company-operated restaurants, intellectual property and license agreements for the use of intellectual property.

Interest and principal payments on the Class A-2 Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity dates for the Class A-2 Notes range from 2048 through 2052. If the Master Issuer has not repaid or refinanced the Class A-2 Notes prior to their respective anticipated repayment dates, which range from 2026 through 2032, additional interest will accrue pursuant to the Indenture.

The 2021-1 Class A-1 Notes accrue interest at a variable interest rate based on (i) the prime rate, (ii) overnight federal funds rates, (iii) LIBOR for U.S. Dollars or (iv) with respect to advances made by conduit investors, the weighted average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case plus any applicable margin and as specified in the respective purchase agreements for the 2021-1 Class A-1 Notes. There is a commitment fee on the unused portions of the 2021-1 Class A-1 Notes, which ranges from 0.40% to 0.75% based on utilization. As of January 1, 2023, $28,388 of letters of credit were outstanding against the 2021-1 Class A-1 Notes, which relate primarily to interest reserves required under the Indenture.

Covenants and Restrictions

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Senior Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Senior Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes on the applicable scheduled maturity date. The Senior Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Senior Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. In addition, the Indenture and the related management agreement contain various covenants that limit the Company and its subsidiaries' ability to engage in specified types of transactions, subject to certain exceptions, including, for example, to (i) incur or guarantee additional indebtedness, (ii) sell certain assets, (iii) create or incur liens on certain assets to secure indebtedness or (iv) consolidate, merge, sell or otherwise dispose of all or substantially all of their assets.

In accordance with the Indenture, certain cash accounts have been established with the Indenture trustee for the benefit of the trustee and the noteholders, and are restricted in their use. As of January 1, 2023 and January 2, 2022, Wendy's Funding had restricted cash of $34,850 and $27,188, respectively, which primarily represents cash collections and cash reserves held by the trustee to be used for payments of principal, interest and commitment fees required for the Class A-2 Notes.

Debt Financing

In April 2022, the Master Issuer completed a debt financing transaction under which the Company issued the 2022-1 Class A-2 Notes with an initial principal amount of $500,000. The legal final maturity date of the 2022-1 Class A-2 Notes is March 2052 and the anticipated repayment dates are in 2029 and 2032.

Refinancing Transactions

In June 2021, the Master Issuer completed a refinancing transaction under which the Master Issuer issued the Series 2021-1 Class A-2-I Notes and the Series 2021-1 Class A-2-II Notes. A portion of the net proceeds from the sale of the Series 2021-1 Class A-2 Notes were used to repay in full the Master Issuer's outstanding Series 2015-1 Class A-2-III Notes and Series 2018-1 Class A-2-I Notes, including the payment of prepayment and transaction costs. As a result of the refinancing, the Company recorded a loss on early extinguishment of debt of $17,917 during 2021, which was comprised of a specified make-whole payment of $9,632 and the write-off of certain unamortized deferred financing costs of $8,285. As part of the June 2021 refinancing transaction, the Master Issuer also issued the 2021-1 Class A-1 Notes. The Series 2021-1 Class A-1 Notes replaced the Company's $150,000 Series 2019-1 Class A-1 Notes and $100,000 Series 2020-1 Class A-1 Notes, which were canceled on the closing date, and the letters of credit outstanding against the Series 2019-1 Class A-1 Notes were transferred to the Series 2021-1 Class A-1 Notes.

Debt Issuance Costs

During 2022, 2021 and 2020, the Company incurred debt issuance costs of $10,232, $20,873 and $2,122 in connection with the issuance of the 2022-1 Class A-2 Notes, the June 2021 refinancing transaction and the issuance of the 2020-1 Class A-1 Notes, respectively. The debt issuance costs are being amortized to "Interest expense, net" through the anticipated repayment dates of the Class A-2 Notes utilizing the effective interest rate method. As of January 1, 2023, the effective interest rates, including the amortization of debt issuance costs, were 4.1%, 4.0%, 4.2%, 2.6%, 2.9%, 4.7% and 4.7% for the Series 2018-1 Class A-2-II Notes, Series 2019-1 Class A-2-I Notes, Series 2019-1 Class A-2-II Notes, Series 2021-1 Class A-2-I Notes, Series 2021-1 Class A-2-II Notes, Series 2022-1 Class A-2-I Notes and Series 2022-1 Class A-2-II Notes, respectively.

Other Long-Term Debt

Wendy's 7% debentures are unsecured and were reduced to fair value in connection with the Wendy's Merger based on their outstanding principal of $100,000 and an effective interest rate of 8.6%. The fair value adjustment is being accreted and the related charge included in "Interest expense, net" until the debentures mature. These debentures contain covenants that restrict the incurrence of indebtedness secured by liens and certain finance lease transactions. In December 2019, Wendy's repurchased $10,000 in principal of its 7% debentures for $10,550, including a premium of $500 and transaction fees of $50. Subsequent to January 1, 2023, Wendy's repurchased $25,000 in principal of its 7% debentures at par value. As a result, the Company recognized a loss on early extinguishment of debt of $1,009 during the first quarter of 2023.

A Canadian subsidiary of Wendy's has a revolving credit facility of C$6,000, which bears interest at the Bank of Montreal Prime Rate. Borrowings under the facility are guaranteed by Wendy's. In March 2020, the Company drew down C$5,500 under the revolving credit facility, which the Company fully repaid through repayments of C$3,000 in the fourth quarter of 2020 and C$2,500 in the first quarter of 2021. As of January 1, 2023, the Company had no outstanding borrowings under the Canadian revolving credit facility.

Wendy's U.S. advertising fund has a revolving line of credit of $25,000, which was established to support the advertising fund operations and bears interest at LIBOR plus 2.15%. Borrowings under the line of credit are guaranteed by Wendy's. During 2020, the Company borrowed and repaid $29,397 under the revolving line of credit. There were no borrowings or repayments under the line of credit during 2022 or 2021. As of January 1, 2023, the Company had no outstanding borrowings under the advertising fund revolving line of credit.

Interest Expense

Interest expense on the Company's long-term debt was $110,751, $98,356 and $106,116 during 2022, 2021 and 2020, respectively, which was recorded to "Interest expense, net."

EXHIBIT 5

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Pledged Assets

The following is a summary of the Company's assets pledged as collateral for certain debt:

	Year End
	January 1, 2023
Cash and cash equivalents	$ 43,439
Restricted cash and other assets	34,855
Accounts and notes receivable, net	44,246
Inventories	6,120
Properties	64,328
Other intangible assets	1,010,313
	$ 1,203,301

(13) Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. 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 our 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.

EXHIBIT 5

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Financial Instruments

The following table presents the carrying amounts and estimated fair values of the Company's financial instruments:

	Year End				
	January 1, 2023		January 2, 2022		
	Carrying Amount	Fair Value	Carrying Amount	Fair Value	Fair Value Measurements
Financial assets					
Cash equivalents	$ 560,682	$ 560,682	$ —	$ —	Level 1
Other investments in equity securities (a)	12,107	12,107	10,000	10,000	Level 2
Financial liabilities (b)					
Series 2022-1 Class A-2-I Notes	99,500	89,401	—	—	Level 2
Series 2022-1 Class A-2-II Notes	398,000	349,444	—	—	Level 2
Series 2021-1 Class A-2-I Notes	443,250	357,304	447,750	439,283	Level 2
Series 2021-1 Class A-2-II Notes	640,250	499,011	646,750	642,352	Level 2
Series 2019-1 Class A-2-I Notes	364,000	334,334	368,000	381,579	Level 2
Series 2019-1 Class A-2-II Notes	409,500	361,875	414,000	439,792	Level 2
Series 2018-1 Class A-2-II Notes	451,250	405,809	456,000	473,693	Level 2
7% debentures, due in 2025	86,369	92,367	85,175	101,142	Level 2

(a) The fair value of our other investments in equity securities is based on our review of information provided by the investment manager, which is based on observable price changes in orderly transactions for a similar investment of the same issuer.

(b) The fair values were based on quoted market prices in markets that are not considered active markets.

The carrying amounts of cash, accounts payable and accrued expenses approximate fair value due to the short-term nature of those items. The carrying amounts of accounts and notes receivable, net (both current and non-current) approximate fair value due to the effect of the related allowance for doubtful accounts. Our cash equivalents are the only financial assets measured and recorded at fair value on a recurring basis.

Non-Recurring Fair Value Measurements

Assets and liabilities remeasured to fair value on a non-recurring basis resulted in impairment that we have recorded to "Impairment of long-lived assets" in our consolidated statements of operations.

Total impairment losses may reflect the impact of remeasuring long-lived assets held and used (including land, buildings, leasehold improvements, favorable lease assets and ROU assets) to fair value as a result of (1) the deterioration in operating performance of certain Company-operated restaurants and (2) the Company's decision to lease and/or sublease the land and/or buildings to franchisees in connection with the sale or anticipated sale of restaurants, including any subsequent lease modifications. The fair values of long-lived assets held and used presented in the tables below represent the remaining carrying value and were estimated based on either discounted cash flows of future anticipated lease and sublease income or discounted cash flows of future anticipated Company-operated restaurant performance.

EXHIBIT 5

Total impairment losses may also include the impact of remeasuring long-lived assets held for sale. The fair values of long-lived assets held for sale presented in the tables below represent the remaining carrying value and were estimated based on current market values. See Note 17 for further information on impairment of our long-lived assets.

		Fair Value Measurements			
	January 1, 2023	Level 1	Level 2	Level 3	2022 Total Losses
Held and used	$ 4,590	$ —	$ —	$ 4,590	$ 5,727
Held for sale	1,314	—	—	1,314	693
Total	$ 5,904	$ —	$ —	$ 5,904	$ 6,420

		Fair Value Measurements			
	January 2, 2022	Level 1	Level 2	Level 3	2021 Total Losses
Held and used	$ 1,618	$ —	$ —	$ 1,618	$ 2,051
Held for sale	371	—	—	371	200
Total	$ 1,989	$ —	$ —	$ 1,989	$ 2,251

(14) Income Taxes

Income before income taxes is set forth below:

	Year Ended		
	2022	2021	2020
Domestic	$ 231,862	$ 228,756	$ 149,046
Foreign (a)	11,643	11,822	3,749
	$ 243,505	$ 240,578	$ 152,795

(a) Excludes foreign income of domestic subsidiaries.

The (provision for) benefit from income taxes is set forth below:

	Year Ended		
	2022	2021	2020
Current:			
U.S. federal	$ (43,141)	$ (38,416)	$ (16,176)
State	(9,152)	(7,039)	(3,723)
Foreign	(9,537)	(8,512)	(4,798)
Current tax provision	(61,830)	(53,967)	(24,697)
Deferred:			
U.S. federal	(3,868)	(52)	(6,707)
State	(2,629)	15,993	(3,185)
Foreign	2,192	(2,160)	(374)
Deferred tax (provision) benefit	(4,305)	13,781	(10,266)
Income tax provision	$ (66,135)	$ (40,186)	$ (34,963)

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Deferred tax assets (liabilities) are set forth below:

	Year End	
	January 1, 2023	January 2, 2022
Deferred tax assets:		
Operating and finance lease liabilities	$ 355,653	$ 368,932
Net operating loss and credit carryforwards	58,030	60,620
Deferred revenue	23,617	23,636
Unfavorable leases	19,085	19,060
Accrued compensation and related benefits	14,577	18,487
Accrued expenses and reserves	7,012	6,763
Other	8,275	7,586
Valuation allowances	(35,680)	(38,277)
Total deferred tax assets	450,569	466,807
Deferred tax liabilities:		
Operating and finance lease assets	(326,646)	(341,681)
Intangible assets	(285,688)	(290,088)
Fixed assets	(66,830)	(63,936)
Other	(41,826)	(38,812)
Total deferred tax liabilities	(720,990)	(734,517)
	$ (270,421)	$ (267,710)

The amounts and expiration dates of net operating loss and tax credit carryforwards are as follows:

	Amount	Expiration
Tax credit carryforwards:		
U.S. federal foreign tax credits	$ 14,350	2027-2032
State tax credits	423	2023-2024
Foreign tax credits of non-U.S. subsidiaries	3,881	Indefinite
Total	$ 18,654	
Net operating loss carryforwards (pre-tax):		
State and local net operating loss carryforwards	$ 1,059,037	2023-Indefinite
Foreign net operating loss carryforwards	13,880	Indefinite
Total	$ 1,072,917	

The Company's valuation allowances of $35,680 and $38,277 as of January 1, 2023 and January 2, 2022, respectively, relate primarily to foreign and state tax credit and net operating loss carryforwards. Valuation allowances decreased $2,597 and $11,691 during 2022 and 2021, respectively, and increased $4,785 during 2020. The relative presence of Company-operated restaurants in various states impacts expected future state taxable income available to utilize state net operating loss carryforwards.

The current portion of refundable income taxes was $3,236 and $11,901 as of January 1, 2023 and January 2, 2022, respectively, and is included in "Accounts and notes receivable, net." There were no long-term refundable income taxes as of January 1, 2023 and January 2, 2022.

The reconciliation of income tax computed at the U.S. federal statutory rate of 21% to reported income tax is set forth below:

	Year Ended		
	2022	2021	2020
Income tax provision at the U.S. federal statutory rate	$ (51,136)	$ (50,521)	$ (32,087)
State income tax provision, net of U.S. federal income tax effect	(11,616)	(6,256)	(4,664)
Prior years' tax matters	2,290	1,820	1,761
Excess federal tax benefits from share-based compensation	402	7,160	5,338
Foreign and U.S. tax effects of foreign operations	(3,744)	(5)	(397)
Valuation allowances (a)	2,127	11,807	(4,593)
Non-deductible goodwill (b)	—	(947)	—
Tax credits	1,385	1,028	1,901
Non-deductible executive compensation	(3,154)	(3,810)	(1,973)
Unrepatriated earnings	(294)	(282)	(283)
Non-deductible expenses and other	(2,395)	(180)	34
	$ (66,135)	$ (40,186)	$ (34,963)

(a) 2021 primarily relates to a $12,606 benefit resulting from a change in state tax law.

(b) Related to the sale of the New York Company-operated restaurants (including Manhattan). See Note 4 for further information.

The Company participates in the Internal Revenue Service (the "IRS") Compliance Assurance Process ("CAP"). As part of CAP, tax years are examined on a contemporaneous basis so that all or most issues are resolved prior to the filing of the tax return. As such, our tax returns for fiscal years 2009 through 2020 have been settled. The statute of limitations for the Company's state tax returns vary, but generally the Company's state income tax returns from its 2018 fiscal year and forward remain subject to examination. We believe that adequate provisions have been made for any liabilities, including interest and penalties that may result from the completion of these examinations.

Unrecognized Tax Benefits

As of January 1, 2023, the Company had unrecognized tax benefits of $17,404, which, if resolved favorably, would reduce income tax expense by $13,749. A reconciliation of the beginning and ending amount of unrecognized tax benefits follows:

	Year Ended		
	2022	2021	2020
Beginning balance	$ 18,849	$ 20,973	$ 22,323
Additions:			
Tax positions of current year	178	157	322
Reductions:			
Tax positions of prior years	(662)	(2,015)	(1,183)
Settlements	(8)	(46)	(119)
Lapse of statute of limitations	(953)	(220)	(370)
Ending balance	$ 17,404	$ 18,849	$ 20,973

During 2023, we believe it is reasonably possible the Company will reduce unrecognized tax benefits by up to $582 due primarily to the lapse of statutes of limitations and expected settlements.

EXHIBIT 5

During 2022, 2021 and 2020, the Company recognized $(30), $138 and $159 of (income) expense for interest and $0, $37 and $81 of income for penalties, respectively, related to uncertain tax positions. The Company has $943 and $975 accrued for interest related to uncertain tax positions as of January 1, 2023 and January 2, 2022, respectively.

(15) Stockholders' Equity

Dividends

During 2022, 2021 and 2020, the Company paid dividends per share of $.50, $.43 and $.29, respectively.

Treasury Stock

There were 470,424 shares of common stock issued at the beginning and end of 2022, 2021 and 2020. Treasury stock activity for 2022, 2021 and 2020 was as follows:

	Year Ended		
	2022	**2021**	**2020**
Number of shares at beginning of year	254,575	246,156	245,535
Repurchases of common stock	3,474	11,487	3,512
Common shares issued:			
Stock options, net	(353)	(2,657)	(2,358)
Restricted stock, net	(264)	(337)	(465)
Director fees	(22)	(17)	(15)
Other	(87)	(57)	(53)
Number of shares at end of year	257,323	254,575	246,156

Repurchases of Common Stock

In February 2022, our Board of Directors authorized a repurchase program for up to $100,000 of our common stock through February 28, 2023, when and if market conditions warranted and to the extent legally permissible (the "February 2022 Authorization"). On April 1, 2022, the Company's Board of Directors approved an increase of $150,000 to the February 2022 Authorization, resulting in an aggregate authorization of $250,000 that was set to expire on February 28, 2023. During 2022, the Company repurchased 2,759 shares under the February 2022 Authorization with an aggregate purchase price of $51,911, excluding commissions of $39. As of January 1, 2023, the Company had $198,089 of availability remaining under the February 2022 Authorization. In January 2023, our Board of Directors authorized a repurchase program for up to $500,000 of our common stock through February 28, 2027, when and if market conditions warrant and to the extent legally permissible (the "January 2023 Authorization"). In connection with the January 2023 Authorization, the remaining portion of the February 2022 Authorization was canceled. Subsequent to January 1, 2023 through February 21, 2023, the Company repurchased 578 shares under the January 2023 Authorization with an aggregate purchase price of $12,910, excluding commissions of $8.

In February 2020, our Board of Directors authorized a repurchase program for up to $100,000 of our common stock through February 28, 2021, when and if market conditions warranted and to the extent legally permissible (the "February 2020 Authorization"). In July 2020, the Company's Board of Directors approved an extension of the February 2020 Authorization by one year, through February 28, 2022. In addition, in May 2021, August 2021 and November 2021, the Board of Directors approved increases of $50,000, $70,000 and $80,000, respectively, to the February 2020 Authorization, resulting in an aggregate authorization of $300,000 that continued to expire on February 28, 2022. In November 2021, the Company entered into an accelerated share repurchase agreement (the "2021 ASR Agreement") with a third-party financial institution to repurchase common stock as part of the February 2020 Authorization. Under the 2021 ASR Agreement, the Company paid the financial institution an initial purchase price of $125,000 in cash and received an initial delivery of 4,910 shares of common stock, representing an estimated 85% of the total shares expected to be delivered under the 2021 ASR Agreement. In February 2022, the Company completed the 2021 ASR Agreement and received an additional 715 shares of common stock. The total number of shares of common stock ultimately purchased by the Company under the 2021 ASR Agreement was based on the average of the daily volume-weighted average prices of the common stock during the term of the 2021 ASR Agreement, less an

agreed upon discount. In total, 5,625 shares were delivered under the 2021 ASR Agreement at an average purchase price of $22.22 per share.

In addition to the shares repurchased in connection with the 2021 ASR Agreement, during 2021, the Company repurchased 6,577 shares with an aggregate purchase price of $142,715, excluding commissions of $93, under the February 2020 Authorization. After taking into consideration these repurchases, with the completion of the 2021 ASR Agreement in February 2022 described above, the Company completed the February 2020 Authorization.

During 2020, the Company repurchased 1,572 shares under the February 2020 Authorization with an aggregate purchase price of $32,285, of which $723 was accrued at January 3, 2021, and excluding commissions of $22.

In February 2019, our Board of Directors authorized a repurchase program for up to $225,000 of our common stock through March 1, 2020, when and if market conditions warranted and to the extent legally permissible (the "February 2019 Authorization"). In November 2019, the Company entered into an accelerated share repurchase agreement (the "2019 ASR Agreement") with a third-party financial institution to repurchase common stock as part of the February 2019 Authorization. Under the 2019 ASR Agreement, the Company paid the financial institution an initial purchase price of $100,000 in cash and received an initial delivery of 4,051 shares of common stock, representing an estimated 85% of the total shares expected to be delivered under the 2019 ASR Agreement. In February 2020, the Company completed the 2019 ASR Agreement and received an additional 628 shares of common stock. The total number of shares of common stock ultimately purchased by the Company under the 2019 ASR Agreement was based on the average of the daily volume-weighted average prices of the common stock during the term of the 2019 ASR Agreement, less an agreed upon discount. In total, 4,679 shares were delivered under the 2019 ASR Agreement at an average purchase price of $21.37 per share.

In addition to the shares repurchased in connection with the 2019 ASR Agreement, during 2020, the Company repurchased 1,312 shares with an aggregate purchase price of $28,770, excluding commissions of $18, under the February 2019 Authorization. After taking into consideration these repurchases, with the completion of the 2019 ASR Agreement in February 2020, the Company completed the February 2019 Authorization.

Preferred Stock

There were 100,000 shares authorized and no shares issued of preferred stock throughout 2022, 2021 and 2020.

Accumulated Other Comprehensive Loss

The following table provides a rollforward of accumulated other comprehensive loss, which is entirely comprised of foreign currency translation:

	Year Ended		
	2022	2021	2020
Balance at beginning of period	$ (48,200)	$ (49,641)	$ (53,828)
Foreign currency translation	(15,976)	1,441	4,187
Balance at end of period	$ (64,176)	$ (48,200)	$ (49,641)

(16) Share-Based Compensation

The Company has the ability to grant stock options, stock appreciation rights, restricted stock, restricted stock units, other stock-based awards and performance compensation awards to current or prospective employees, directors, officers, consultants or advisors. During 2020, the Company's Board of Directors and its stockholders approved the adoption of the 2020 Omnibus Award Plan (the "2020 Plan") for the issuance of equity instruments as described above. The Company's previous 2010 Omnibus Award Plan (as amended, the "2010 Plan") expired in accordance with its terms in 2020. All equity grants in 2022 and 2021 were issued from the 2020 Plan. Equity grants in 2020 were issued from both the 2020 Plan and the 2010 Plan. The 2020 Plan is currently the only equity plan from which future equity awards may be granted, but outstanding awards granted under the 2010 Plan will continue to be governed by the terms of the 2010 Plan. As of January 1, 2023, there were approximately 18,168 shares of common stock available for future grants under the 2020 Plan. During the periods presented in

the consolidated financial statements, the Company settled all exercises of stock options and vesting of restricted shares, including performance shares, with treasury shares.

Stock Options

The Company's current outstanding stock options have maximum contractual terms of 10 years and vest ratably over three years or cliff vest after three years. The exercise price of options granted is equal to the market price of the Company's common stock on the date of grant. The fair value of stock options on the date of grant is calculated using the Black-Scholes Model. The aggregate intrinsic value of an option is the amount by which the fair value of the underlying stock exceeds its exercise price.

The following table summarizes stock option activity during 2022:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life in Years	Aggregate Intrinsic Value
Outstanding at January 2, 2022	9,858	$ 18.44		
Granted	1,562	21.40		
Exercised	(414)	13.82		
Forfeited and/or expired	(116)	21.93		
Outstanding at January 1, 2023	10,890	$ 19.00	6.60	$ 41,181
Vested or expected to vest at January 1, 2023	10,770	$ 18.97	6.57	$ 41,084
Exercisable at January 1, 2023	7,844	$ 17.73	5.69	$ 39,116

The total intrinsic value of options exercised during 2022, 2021 and 2020 was $2,979, $39,522 and $28,111, respectively. The weighted average grant date fair value of stock options granted during 2022, 2021 and 2020 was $6.33, $6.33 and $6.02, respectively.

The weighted average grant date fair value of stock options was determined using the following assumptions:

	2022	2021	2020
Risk-free interest rate	3.00 %	0.70 %	0.22 %
Expected option life in years	4.75	4.50	4.50
Expected volatility	37.82 %	38.00 %	38.02 %
Expected dividend yield	2.34 %	2.03 %	1.72 %

The risk-free interest rate represents the U.S. Treasury zero-coupon bond yield correlating to the expected life of the stock options granted. The expected option life represents the period of time that the stock options granted are expected to be outstanding based on historical exercise trends for similar grants. The expected volatility is based on the historical market price volatility of the Company over a period equivalent to the expected option life. The expected dividend yield represents the Company's annualized average yield for regular quarterly dividends declared prior to the respective stock option grant dates.

The Black-Scholes Model has limitations on its effectiveness including that it was developed for use in estimating the fair value of traded options which have no vesting restrictions and are fully transferable and that the model requires the use of highly subjective assumptions, such as expected stock price volatility. Employee stock option awards have characteristics significantly different from those of traded options and changes in the subjective input assumptions can materially affect the fair value estimates.

Restricted Shares

The Company grants RSAs and RSUs, which primarily cliff vest after one to three years, respectively. For the purposes of our disclosures, the term "Restricted Shares" applies to RSAs and RSUs collectively unless otherwise noted. The fair value of Restricted Shares granted is determined using the fair market value of the Company's common stock on the date of grant, as set forth in the applicable plan document.

The following table summarizes activity of Restricted Shares during 2022:

	Number of Restricted Shares	Weighted Average Grant Date Fair Value
Non-vested at January 2, 2022	1,094	$ 20.09
Granted	429	20.34
Vested	(279)	20.38
Forfeited	(58)	21.65
Non-vested at January 1, 2023	1,186	$ 20.03

The total fair value of Restricted Shares that vested in 2022, 2021 and 2020 was $5,564, $7,048 and $8,634, respectively.

Performance Shares

The Company grants performance-based awards to certain officers and key employees. The vesting of these awards is contingent upon meeting one or more defined operational or financial goals (a performance condition) or common stock share prices (a market condition). The quantity of shares awarded ranges from 0% to 200% of "Target," as defined in the award agreement as the midpoint number of shares, based on the level of achievement of the performance and market conditions.

The fair values of the performance condition awards granted in 2022, 2021 and 2020 were determined using the fair market value of the Company's common stock on the date of grant, as set forth in the applicable plan document. Share-based compensation expense recorded for performance condition awards is reevaluated at each reporting period based on the probability of the achievement of the goal.

The fair value of market condition awards granted in 2022, 2021 and 2020 were estimated using the Monte Carlo simulation model. The Monte Carlo simulation model utilizes multiple input variables to estimate the probability that the market conditions will be achieved and is applied to the trading price of our common stock on the date of grant.

The input variables are noted in the table below:

	2022	2021	2020
Risk-free interest rate	1.71 %	0.20 %	1.38 %
Expected life in years	3.00	3.00	3.00
Expected volatility	52.33 %	49.47 %	23.26 %
Expected dividend yield (a)	0.00 %	0.00 %	0.00 %

(a) The Monte Carlo method assumes a reinvestment of dividends.

Share-based compensation expense is recorded ratably for market condition awards during the requisite service period and is not reversed, except for forfeitures, at the vesting date regardless of whether the market condition is met.

The following table summarizes activity of performance shares at Target during 2022:

	Performance Condition Awards		Market Condition Awards	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Non-vested at January 2, 2022	505	$ 20.48	422	$ 24.52
Granted	207	21.94	148	30.70
Dividend equivalent units issued (a)	14	21.67	11	27.37
Vested	(75)	17.86	(99)	21.37
Forfeited	(67)	17.86	(20)	21.38
Non-vested at January 1, 2023	584	$ 21.67	462	$ 27.38

(a) Dividend equivalent units are issued in lieu of cash dividends for non-vested performance shares. There is no weighted average fair value associated with dividend equivalent units.

The total fair value of performance condition awards that vested in 2022, 2021 and 2020 was $1,712, $1,784 and $3,447, respectively. The total fair value of market condition awards that vested in 2022, 2021 and 2020 was $2,253, $3,498 and $4,910, respectively.

Share-Based Compensation

Total share-based compensation and the related income tax benefit recognized in the Company's consolidated statements of operations were as follows:

	Year Ended		
	2022	2021	2020
Stock options	$ 9,072	$ 9,256	$ 8,499
Restricted shares (a)	7,106	6,677	6,507
Performance shares:			
Performance condition awards	4,431	2,861	782
Market condition awards	3,929	3,225	2,521
Modifications, net	—	—	621
Share-based compensation	24,538	22,019	18,930
Less: Income tax benefit	(3,043)	(2,790)	(2,958)
Share-based compensation, net of income tax benefit	$ 21,495	$ 19,229	$ 15,972

(a) 2021 and 2020 include $19 and $213, respectively, related to retention awards in connection with the Company's G&A Realignment Plan, which is included in "Reorganization and realignment costs." See Note 5 for further information.

As of January 1, 2023, there was $30,038 of total unrecognized share-based compensation, which will be recognized over a weighted average amortization period of 1.98 years.

(17) Impairment of Long-Lived Assets

The Company records impairment charges as a result of (1) the deterioration in operating performance of certain Company-operated restaurants, (2) the Company's decision to lease and/or sublease properties to franchisees in connection with the sale or anticipated sale of Company-operated restaurants, including any subsequent lease modifications, and (3) closing Company-operated restaurants and classifying such surplus properties as held for sale. Impairment charges during 2020 were primarily due to the deterioration in operating performance of certain Company-operated restaurants as a result of the COVID-19 pandemic.

The following is a summary of impairment losses recorded, which represent the excess of the carrying amount over the fair value of the affected assets and are included in "Impairment of long-lived assets:"

	Year Ended		
	2022	2021	2020
Company-operated restaurants	$ 5,485	$ 1,862	$ 7,586
Restaurants leased or subleased to franchisees	242	189	—
Surplus properties	693	200	451
	$ 6,420	$ 2,251	$ 8,037

(18) Investment Income (Loss), Net

	Year Ended		
	2022	2021	2020
Gain on other investments in equity securities	$ 2,107	$ —	$ —
Gain on sale of investments, net	—	63	—
Impairment loss on other investments in equity securities	—	—	(471)
Other, net	—	(24)	246
	$ 2,107	$ 39	$ (225)

(19) Retirement Benefit Plans

401(k) Plan

The Company has a 401(k) defined contribution plan (the "401(k) Plan") for employees who meet certain minimum requirements and elect to participate. The 401(k) Plan permits employees to contribute up to 75% of their compensation, subject to certain limitations, and provides for matching employee contributions up to 4% of compensation and for discretionary profit sharing contributions. In connection with the matching and profit sharing contributions, the Company recognized compensation expense of $5,929, $4,583 and $5,175 in 2022, 2021 and 2020, respectively.

Wendy's Executive Plans

In conjunction with the Wendy's Merger, amounts due under supplemental executive retirement plans (collectively, the "SERP") were funded into a restricted account. As of January 1, 2011, participation in the SERP was frozen to new entrants and future contributions, and existing participants' balances only earn annual interest. The corresponding SERP liabilities are included in "Accrued expenses and other current liabilities" and "Other liabilities" and, in the aggregate, were $281 and $294 as of January 1, 2023 and January 2, 2022, respectively.

The Company has a non-qualified, unfunded deferred compensation plan for management and highly compensated employees, whereby participants may defer all or a portion of their base compensation and certain incentive awards on a pre-tax basis. The Company credits the amounts deferred with earnings based on the investment options selected by the participants. The Company may also make discretionary contributions to the plan. The total of participant deferrals was $1,435 and $1,455 at January 1, 2023 and January 2, 2022, respectively, which are included in "Other liabilities."

EXHIBIT 3

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

(20) Leases

Nature of Leases

The Company operates restaurants that are located on sites owned by us and sites leased by us from third parties. In addition, the Company owns sites and leases sites from third parties, which it leases and/or subleases to franchisees. At January 1, 2023, Wendy's and its franchisees operated 7,095 Wendy's restaurants. Of the 415 Company-operated Wendy's restaurants, Wendy's owned the land and building for 158 restaurants, owned the building and held long-term land leases for 143 restaurants and held leases covering the land and building for 114 restaurants. Wendy's also owned 488 and leased 1,199 properties that were either leased or subleased principally to franchisees. The Company also leases restaurant, office and transportation equipment.

Company as Lessee

The components of lease cost for 2022, 2021 and 2020 are as follows:

	Year Ended		
	2022	2021	2020
Finance lease cost:			
Amortization of finance lease assets	$ 15,440	$ 13,992	$ 13,395
Interest on finance lease liabilities	42,918	41,419	40,682
	58,358	55,411	54,077
Operating lease cost	86,050	89,283	91,475
Variable lease cost (a)	64,473	63,853	59,076
Short-term lease cost	5,439	5,102	4,641
Total operating lease cost (b)	155,962	158,238	155,192
Total lease cost	$ 214,320	$ 213,649	$ 209,269

(a) Includes expenses for executory costs of $38,749, $39,646, and $38,652 for 2022, 2021 and 2020, respectively, for which the Company is reimbursed by sublessees.

(b) Includes $123,924, $132,158 and $125,553 for 2022, 2021 and 2020, respectively, recorded to "Franchise rental expense" for leased properties that are subsequently leased to franchisees. Also includes $29,648, $23,558 and $26,866 for 2022, 2021 and 2020, respectively, recorded to "Cost of sales" for leases for Company-operated restaurants.

The following table includes supplemental cash flow and non-cash information related to leases:

	Year Ended		
	2022	2021	2020
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from finance leases	$ 42,979	$ 42,277	$ 39,349
Operating cash flows from operating leases	88,372	91,930	85,689
Financing cash flows from finance leases	17,312	13,640	8,383
Right-of-use assets obtained in exchange for lease obligations:			
Finance lease liabilities	34,478	82,032	34,918
Operating lease liabilities	24,742	58,770	18,327

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

The following table includes supplemental information related to leases:

	Year End	
	January 1, 2023	January 2, 2022
Weighted-average remaining lease term (years):		
Finance leases	15.1	15.8
Operating leases	13.7	14.1
Weighted average discount rate:		
Finance leases	8.66 %	8.91 %
Operating leases	4.90 %	4.94 %
Supplemental balance sheet information:		
Finance lease assets, gross	$ 310,686	$ 307,965
Accumulated amortization	(76,116)	(63,686)
Finance lease assets	234,570	244,279
Operating lease assets	754,498	812,620

The following table illustrates the Company's future minimum rental payments for non-cancelable leases as of January 1, 2023:

	Finance Leases		Operating Leases	
Fiscal Year	Company-Operated	Franchise and Other	Company-Operated	Franchise and Other
2023	$ 6,590	$ 54,163	$ 21,948	$ 65,838
2024	6,683	54,763	21,891	66,211
2025	6,883	55,357	21,666	66,072
2026	7,028	57,043	22,113	65,314
2027	7,072	57,742	22,047	64,901
Thereafter	81,853	603,101	185,694	537,504
Total minimum payments	$ 116,109	$ 882,169	$ 295,359	$ 865,840
Less interest	(39,079)	(369,006)	(78,935)	(242,093)
Present value of minimum lease payments (a) (b)	$ 77,030	$ 513,163	$ 216,424	$ 623,747

(a) The present value of minimum finance lease payments of $18,316 and $571,877 are included in "Current portion of finance lease liabilities" and "Long-term finance lease liabilities," respectively.

(b) The present value of minimum operating lease payments of $48,120 and $792,051 are included in "Current portion of operating lease liabilities" and "Long-term operating lease liabilities," respectively.

Company as Lessor

The components of lease income for 2022, 2021 and 2020 are as follows:

	Year Ended		
	2022	2021	2020
Sales-type and direct-financing leases:			
Selling profit	$ 2,981	$ 4,244	$ 1,995
Interest income (a)	31,298	30,648	29,067
Operating lease income	170,633	173,442	174,452
Variable lease income	63,832	63,213	58,196
Franchise rental income (b)	$ 234,465	$ 236,655	$ 232,648

(a) Included in "Interest expense, net."

(b) Includes sublease income of $175,053, $174,327 and $169,921 recognized during 2022, 2021 and 2020, respectively. Sublease income includes lessees' variable payments to the Company for executory costs of $38,733, $39,650 and $38,636 for 2022, 2021 and 2020, respectively.

The following table illustrates the Company's future minimum rental receipts for non-cancelable leases and subleases as of January 1, 2023:

	Sales-Type and Direct Financing Leases		Operating Leases	
Fiscal Year	Subleases	Owned Properties	Subleases	Owned Properties
2023	$ 36,408	$ 2,512	$ 107,111	$ 53,609
2024	38,425	2,523	107,832	54,743
2025	37,316	2,640	107,923	55,334
2026	38,623	2,810	107,843	57,089
2027	39,190	2,726	107,967	56,698
Thereafter	428,631	29,035	889,728	593,718
Total future minimum receipts	618,593	42,246	$ 1,428,404	$ 871,191
Unearned interest income	(312,508)	(22,731)		
Net investment in sales-type and direct financing leases (a)	$ 306,085	$ 19,515		

(a) The present value of minimum sales-type and direct financing rental receipts of $8,263 and $317,337 are included in "Accounts and notes receivable, net" and "Net investment in sales-type and direct financing leases," respectively. The present value of minimum sales-type and direct financing rental receipts includes a net investment in unguaranteed residual assets of $611.

Properties owned by the Company and leased to franchisees and other third parties under operating leases include:

	Year End	
	January 1, 2023	January 2, 2022
Land	$ 260,650	$ 258,513
Buildings and improvements	291,659	288,782
Restaurant equipment	1,701	1,701
	554,010	548,996
Accumulated depreciation and amortization	(187,269)	(173,243)
	$ 366,741	$ 375,753

(21) Supplemental Cash Flow Information

The following table includes supplemental cash flow information for 2022, 2021 and 2020:

	Year Ended		
	January 1, 2023	January 2, 2022	January 3, 2021
Long-term debt-related activities, net:			
Loss on early extinguishment of debt	$ —	$ 17,917	$ —
Accretion of long-term debt	1,194	1,177	1,161
Amortization of deferred financing costs	6,568	5,664	5,562
	$ 7,762	$ 24,758	$ 6,723
Cash paid for:			
Interest	$ 144,418	$ 133,284	$ 136,228
Income taxes, net of refunds	47,769	54,779	16,202
Non-cash investing and financing activities:			
Capital expenditures included in accounts payable	$ 14,468	$ 6,158	$ 3,673
Finance leases	34,478	82,032	34,918

The following table includes a reconciliation of cash, cash equivalents and restricted cash for 2022, 2021 and 2020:

	January 1, 2023	January 2, 2022	January 3, 2021
Cash and cash equivalents	$ 745,889	$ 249,438	$ 306,989
Restricted cash	35,203	27,535	33,973
Restricted cash, included in Advertising funds restricted assets	50,709	89,993	77,279
Total cash, cash equivalents and restricted cash	$ 831,801	$ 366,966	$ 418,241

Franchise Development Fund

In August 2021, the Company announced the creation of a $100,000 strategic build to suit development fund to drive additional new restaurant growth. The Company expects the development fund to drive up to 80 new franchise restaurants through 2026. Capital expenditures related to the fund are included in "Franchise development fund" in the consolidated statements of cash flows.

(22) Guarantees and Other Commitments and Contingencies

Guarantees and Contingent Liabilities

Franchisee Image Activation Incentive Programs

To promote new restaurant development, Wendy's has provided franchisees with certain incentive programs for qualifying new restaurants. In February 2023, Wendy's announced a new restaurant development incentive program in the U.S. and Canada that provides for waivers of royalty, national advertising and technical assistance fees for up to the first three years of operation for qualifying new restaurants ("Pacesetter"). Wendy's previously offered and will continue to offer a restaurant development incentive program that provides for reductions in royalty and national advertising fees for up to the first two years of operation for qualifying new restaurants ("Groundbreaker"). Wendy's U.S. and Canadian franchisees may elect either the Pacesetter program or the Groundbreaker program when committing to new multi-unit development agreements or adding incremental commitments to existing development agreements. Wendy's also provides franchisees with the option of an early 20-year or 25-year renewal of their franchise agreement upon completion of reimaging utilizing certain approved Image Activation reimage designs.

Lease Guarantees

Wendy's has guaranteed the performance of certain leases and other obligations, primarily from former Company-operated restaurant locations now operated by franchisees, amounting to $102,627 as of January 1, 2023. These leases extend through 2045. We have had no judgments against us as guarantor of these leases as of January 1, 2023. In the event of default by a franchise owner where Wendy's is called upon to perform under its guarantee, Wendy's has the ability to pursue repayment from the franchise owner. The liability recorded for our probable exposure associated with these lease guarantees was not material as of January 1, 2023.

Insurance

Wendy's is self-insured for most workers' compensation losses and purchases insurance for general liability and automotive liability losses, all subject to a $500 per occurrence retention or deductible limit. Wendy's determines its liability for claims incurred but not reported for the insurance liabilities on an actuarial basis. As of January 1, 2023, the Company had $17,885 recorded for these insurance liabilities. Wendy's is self-insured for health care claims for eligible participating employees subject to certain deductibles and limitations and determines its liability for health care claims incurred but not reported based on historical claims runoff data. As of January 1, 2023, the Company had $2,873 recorded for these health care insurance liabilities.

Letters of Credit

As of January 1, 2023, the Company had outstanding letters of credit with various parties totaling $28,622. Substantially all of the outstanding letters of credit include amounts outstanding against the 2021-1 Class A-1 Notes. See Note 12 for further information. We do not expect any material loss to result from these letters of credit.

Purchase and Capital Commitments

Beverage Agreement

The Company has an agreement with a beverage vendor, which provides fountain beverage products and certain marketing support funding to the Company and its franchisees. This agreement requires minimum purchases of certain fountain beverages ("Fountain Beverages") by the Company and its franchisees at agreed upon prices until the total contractual gallon volume usage is reached. This agreement also provides for an annual advance to be paid to the Company based on the vendor's expectation of the Company's annual Fountain Beverages usage, which is amortized over actual usage during the year. In January 2019, the Company amended its contract with the beverage vendor, which now expires at the later of reaching a minimum usage requirement or December 31, 2025. Beverage purchases made by the Company under this agreement during 2022, 2021 and 2020 were $10,545, $9,709 and $10,986, respectively. The Company estimates future annual purchases to be approximately $10,900 in 2023, $11,000 in 2024 and $11,200 in 2025 based on current pricing and the expected ratio of usage

at Company-operated restaurants to franchised restaurants. As of January 1, 2023, $2,707 is due to the beverage vendor and is included in "Accounts payable," principally for annual estimated payments that exceeded usage under this agreement.

IT Services Agreement

In December 2019, the Company entered into an agreement to partner with a third-party global IT consultant on the Company's new IT organization structure to leverage the consultant's global capabilities, which the Company believes will enable a more seamless integration between its digital and corporate IT assets. Costs incurred by the Company under this agreement were $18,780, $20,053 and $16,961 during 2022, 2021 and 2020, respectively. The Company's unconditional purchase obligations under the agreement are approximately $14,700 in 2023, $13,800 in 2024 and $7,100 in 2025. As of January 1, 2023, $1,395 is due to the consultant and is included in "Accrued expenses and other current liabilities."

Marketing Agreement

The Company has an agreement with two national broadcasters that grants the Company certain marketing and media rights. Costs incurred by the Company under this agreement were approximately $12,000 and $15,000 in 2022 and 2021, respectively, which are included in "Advertising funds expense." No costs were incurred under this agreement in 2020. The Company's unconditional purchase obligations under the agreement are approximately $15,900 in 2023, $13,400 in 2024 and $12,700 in 2025.

(23) Transactions with Related Parties

The following is a summary of transactions between the Company and its related parties:

	Year Ended		
	2022	2021	2020
Transactions with QSCC:			
Wendy's Co-op (a)	$ 427	$ 279	$ —
Rental receipts (b)	198	217	217
TimWen lease and management fee payments (c)	$ 19,694	$ 18,687	$ 16,130
Yellow Cab royalty, advertising fund, lease and other income (d)	$ 13,404	$ 9,869	$ 1,090

Transactions with QSCC

(a) Wendy's has a purchasing co-op relationship structure (the "Wendy's Co-op") with its franchisees that establishes Quality Supply Chain Co-op, Inc. ("QSCC"). QSCC manages, for the Wendy's system in the U.S. and Canada, contracts for the purchase and distribution of food, proprietary paper, operating supplies and equipment under national agreements with pricing based upon total system volume. QSCC's supply chain management facilitates continuity of supply and provides consolidated purchasing efficiencies while monitoring and seeking to minimize possible obsolete inventory throughout the Wendy's supply chain in the U.S. and Canada.

Wendy's and its franchisees pay sourcing fees to third-party vendors on certain products sourced by QSCC. Such sourcing fees are remitted by these vendors to QSCC and are the primary means of funding QSCC's operations. Should QSCC's sourcing fees exceed its expected needs, QSCC's board of directors may return some or all of the excess to its members in the form of a patronage dividend. Wendy's recorded its share of patronage dividends of $427 and $279 in 2022 and 2021, respectively, which are included as a reduction of "Cost of sales." There were no patronage dividends recorded during 2020.

(b) Pursuant to a lease agreement, Wendy's leased 14,493 square feet of office space to QSCC for an annual base rent of $217. The lease was amended in June 2021 to increase both the leased square footage to 18,774 and the annual base rent to $250 beginning in 2023, subject to annual increases, and to extend the lease term through January 31, 2027. The Company received lease payments from QSCC of $198 during 2022 and $217 during each of 2021 and 2020, which has been recorded to "Franchise rental income."

TimWen Lease and Management Fee Payments

(c) A wholly-owned subsidiary of Wendy's leases restaurant facilities from TimWen, which are then subleased to franchisees for the operation of Wendy's/Tim Hortons combo units in Canada. Wendy's paid TimWen $19,927, $18,906 and $16,339 under these lease agreements during 2022, 2021 and 2020, respectively, which has been recorded to "Franchise rental expense." In addition, TimWen paid Wendy's a management fee under the TimWen joint venture agreement of $233, $219 and $209 during 2022, 2021 and 2020, respectively, which has been included as a reduction to "General and administrative."

Transactions with Yellow Cab

(d) Certain family members and affiliates of Mr. Nelson Peltz, our Chairman, and Mr. Peter May, our Senior Vice Chairman, as well as Mr. Matthew Peltz, our Vice Chairman, hold indirect, minority ownership interests in Yellow Cab Holdings, LLC ("Yellow Cab") and operating companies managed by Yellow Cab, a Wendy's franchisee, that as of January 1, 2023 owned and operated 84 Wendy's restaurants (including 54 restaurants acquired from NPC during the first quarter of 2021 as described below). During 2022, 2021 and the fourth quarter of 2020, the Company recognized $13,404, $9,869 and $1,090, respectively, in royalty, advertising fund, lease and other income from Yellow Cab and related entities. As of January 1, 2023 and January 2, 2022, $1,125 and $974, respectively, was due from Yellow Cab for such income, which is included in "Accounts and notes receivable, net" and "Advertising funds restricted assets."

In November 2020, the Company submitted a consortium bid together with a group of pre-qualified franchisees (of which Yellow Cab was a member) to acquire the Wendy's restaurants owned by NPC, formerly the Company's largest franchisee, which filed for chapter 11 bankruptcy in July 2020. As part of the consortium bid, in November 2020, the Company received deposits from each of the pre-qualified franchisees (including Yellow Cab), which amounts were transferred to a third-party escrow account pending resolution of the bankruptcy sale process. On January 7, 2021, following a court-approved mediation process, Yellow Cab was selected as the purchaser for 54 of NPC's Wendy's restaurants. In March 2021, Yellow Cab closed on its acquisition of these restaurants and its deposit was applied against the purchase price for the restaurants. See Note 3 for further information.

(24) Legal and Environmental Matters

The Company is involved in litigation and claims incidental to our business. We provide accruals for such litigation and claims when we determine it is probable that a liability has been incurred and the loss is reasonably estimable. The Company believes it has adequate accruals for all of our legal and environmental matters. We cannot estimate the aggregate possible range of loss for our existing litigation and claims due to various reasons, including, but not limited to, many proceedings being in preliminary stages, with various motions either yet to be submitted or pending, discovery yet to occur, and significant factual matters unresolved. In addition, most cases seek an indeterminate amount of damages and many involve multiple parties. Predicting the outcomes of settlement discussions or judicial or arbitral decisions is thus inherently difficult and future developments could cause these actions or claims, individually or in aggregate, to have a material adverse effect on the Company's financial condition, results of operations, or cash flows of a particular reporting period.

(25) Advertising Costs and Funds

We maintain U.S. and Canadian national advertising funds established to collect and administer funds contributed for use in advertising and promotional programs. Contributions to the Advertising Funds are required from both Company-operated and franchised restaurants and are based on a percentage of restaurant sales. In addition to the contributions to the Advertising Funds, Company-operated and franchised restaurants make additional contributions to other local and regional advertising programs.

Restricted assets and liabilities of the Advertising Funds at January 1, 2023 and January 2, 2022 are as follows:

	Year End	
	January 1, 2023	January 2, 2022
Cash and cash equivalents	$ 50,709	$ 89,993
Accounts receivable, net	70,422	65,497
Other assets	5,542	4,328
Advertising funds restricted assets	$ 126,673	$ 159,818
Accounts payable	$ 115,339	$ 136,043
Accrued expenses and other current liabilities	16,968	21,858
Advertising funds restricted liabilities	$ 132,307	$ 157,901

Advertising expenses included in "Cost of sales" totaled $37,418, $31,617 and $29,671 in 2022, 2021 and 2020, respectively.

(26) Geographic Information

The table below presents revenues and properties information by geographic area:

	U.S.	International	Total
2022			
Revenues	$ 1,946,005	$ 149,500	$ 2,095,505
Properties	841,143	54,635	895,778
2021			
Revenues	$ 1,771,997	$ 125,001	$ 1,896,998
Properties	856,841	50,026	906,867
2020			
Revenues	$ 1,635,696	$ 98,129	$ 1,733,825
Properties	879,806	36,083	915,889

(27) Segment Information

The Company is comprised of the following segments: (1) Wendy's U.S., (2) Wendy's International and (3) Global Real Estate & Development. Wendy's U.S. includes the operation and franchising of Wendy's restaurants in the U.S. and derives its revenues from sales at Company-operated restaurants and royalties, fees and advertising fund collections from franchised restaurants. Wendy's International includes the operation and franchising of Wendy's restaurants in countries and territories other than the U.S. and derives its revenues from sales at Company-operated restaurants and royalties, fees and advertising fund collections from franchised restaurants. Global Real Estate & Development includes real estate activity for owned sites and sites leased from third parties, which are leased and/or subleased to franchisees, and also includes our share of the income of our TimWen real estate joint venture. In addition, Global Real Estate & Development earns fees from facilitating Franchise Flips and providing other development-related services to franchisees. The Company measures segment profit using segment adjusted earnings before interest, taxes, depreciation and amortization ("EBITDA"). Segment adjusted EBITDA excludes certain unallocated general and administrative expenses and other items that vary from period to period without correlation to the Company's core operating performance. When the Company's chief operating decision maker reviews balance sheet information, it is at a consolidated level. The accounting policies of the Company's segments are the same as those described in Note 1.

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Revenues by segment are as follows:

	Year Ended		
	2022	2021	2020
Wendy's U.S.	$ 1,750,242	$ 1,567,496	$ 1,431,382
Wendy's International	106,705	86,369	65,642
Global Real Estate & Development	238,558	243,133	236,801
Total revenues	$ 2,095,505	$ 1,896,998	$ 1,733,825

The following table reconciles profit by segment to the Company's consolidated income before income taxes:

	Year Ended		
	2022	2021	2020
Wendy's U.S. (a)	$ 480,498	$ 450,117	$ 393,314
Wendy's International (b)	30,432	27,386	20,119
Global Real Estate & Development	108,700	106,113	100,731
Total segment profit	619,630	583,616	514,164
Unallocated franchise support and other costs	(742)	(753)	—
Advertising funds (deficit) surplus	(8,325)	2,770	2,904
Unallocated general and administrative (c)	(130,103)	(116,273)	(94,256)
Depreciation and amortization (exclusive of amortization of cloud computing arrangements shown separately below)	(133,414)	(125,540)	(132,775)
Amortization of cloud computing arrangements	(2,394)	—	—
System optimization gains, net	6,779	33,545	3,148
Reorganization and realignment costs	(698)	(8,548)	(16,030)
Impairment of long-lived assets	(6,420)	(2,251)	(8,037)
Unallocated other operating income, net	9,001	394	190
Interest expense, net	(122,319)	(109,185)	(117,737)
Loss on early extinguishment of debt	—	(17,917)	—
Investment income (loss), net	2,107	39	(225)
Other income, net	10,403	681	1,449
Income before income taxes	$ 243,505	$ 240,578	$ 152,795

(a) Wendy's U.S. includes advertising funds expense of $11,000, $25,000 and $14,600 for 2022, 2021 and 2020, respectively, related to the Company funding of incremental advertising.

(b) Wendy's International includes advertising fund expense of $4,116 for 2022 related to the Company's funding of incremental advertising. In addition, Wendy's International includes other international-related advertising deficit of $1,099 for 2022.

(c) Includes corporate overhead costs, such as employee compensation and related benefits.

THE WENDY'S COMPANY AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(In Thousands Except Per Share Amounts)

Net income (loss) of our equity method investments for the Brazil JV and TimWen are included in segment profit for the Wendy's International and Global Real Estate & Development segments, respectively. Net income (loss) of equity method investments by segment was as follows:

	Year Ended		
	2022	2021	2020
Wendy's International	$ —	$ —	$ (417)
Global Real Estate & Development	9,422	11,203	6,513
Total net income of equity method investments	$ 9,422	$ 11,203	$ 6,096

EXHIBIT S

Quality Is Our Recipe, LLC

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 Auditor's Report

EXHIBIT S

QUALITY CONCEPTS PIPE, LLC
INDEX TO FINANCIAL STATEMENTS

	Page
Independent Auditor's Report	3
Balance Sheets as of January 1, 2023 and January 2, 2022	5
Statements of Operations for the years ended January 1, 2023, January 2, 2022 and January 3, 2021	6
Statements of Member's Equity for the years ended January 1, 2023, January 2, 2022 and January 3, 2021	7
Statements of Cash Flows for the years ended January 1, 2023, January 2, 2022 and January 3, 2021	8
Notes to Financial Statements	
(1) Nature of Business and Summary of Significant Accounting Policies	9
(2) Revenue	12
(3) Accounts Receivable, Net	14
(4) Intangible Assets	15
(5) Income Taxes	15
(6) Member's Equity	16
(7) Guarantees and Other Commitments and Contingencies	16
(8) Transactions with Related Parties	18

EXHIBIT S

INDEPENDENT AUDITOR'S REPORT

To the Board of Managers of
Quality Is Our Recipe, LLC
Dublin, Ohio

Opinion

We have audited the financial statements of Quality Is Our Recipe, LLC (the "Company"), a direct, wholly-owned subsidiary of Wendy's Funding, LLC which is an indirect, wholly-owned subsidiary of Wendy's International, LLC whose ultimate parent is The Wendy's Company (the "Parent"), which comprise the balance sheets as of January 1, 2023 and January 2, 2022, and the related statements of operations, member's equity, and cash flows for the years ended January 1, 2023, January 2, 2022 and January 3, 2021, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of January 1, 2023 and January 2, 2022, and the results of its operations and its cash flows for the years ended January 1, 2023, January 2, 2022 and January 3, 2021, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

The financial statements have been prepared from separate records maintained by the Company and may not be indicative of the conditions that would have existed or the results of operations if the Company had been operated as an unaffiliated company of the Parent. There have been no allocations made of certain income and expenses from the Parent that may be applicable to the Company as a whole as discussed in Note 7. Further, as discussed in Note 8, a significant portion of the Company's transactions are with the Parent or other affiliated entities. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free 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 issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Information Included in the Franchise Disclosure Document

Management is responsible for the other information included in the Franchise Disclosure Document ("FDD"). The other information comprises the information included in the FDD but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

/s/ Deloitte & Touche LLP
Columbus, Ohio
March 23, 2023

QUALITY SYSTEM TYPE, LLC
BALANCE SHEETS
(In Thousands)

	January 1, 2023	January 2, 2022
ASSETS		
Current assets:		
Cash	$ 2,113	$ 2,452
Accounts receivable, net	42,117	39,795
Due from affiliates, net	670	836
Total current assets	44,900	43,083
Intangible assets	1,010,313	1,026,735
Total assets	$ 1,055,213	$ 1,069,818
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities:		
Accounts payable	$ 111	$ 5
Deferred franchise fees	7,816	7,955
Total current liabilities	7,927	7,960
Deferred franchise fees	84,502	82,100
Other liabilities	194	354
Total liabilities	92,623	90,414
Member's equity:		
Member's contributions	1,186,672	1,186,672
Accumulated deficit	(224,082)	(207,268)
Total member's equity	962,590	979,404
Total liabilities and member's equity	$ 1,055,213	$ 1,069,818

See accompanying notes to financial statements.

EXHIBIT 5

QUALITY EXHIBITS PE, LLC
STATEMENTS OF OPERATIONS
(In Thousands)

	Year Ended		
	January 1, 2023	**January 2, 2022**	**January 3, 2021**
Revenues:			
Franchise royalty revenue	$ 451,753	$ 430,328	$ 391,479
Franchise fees	18,327	27,455	18,652
Revenue from affiliates	61,944	53,017	48,307
	532,024	510,800	458,438
Costs and expenses:			
General and administrative	1,111	777	867
Amortization	16,422	16,904	17,965
	17,533	17,681	18,832
Operating profit	514,491	493,119	439,606
Interest income, net	—	82	87
Income before income taxes	514,491	493,201	439,693
Provision for income taxes	(7,032)	(5,825)	(4,836)
Net income	$ 507,459	$ 487,376	$ 434,857

See accompanying notes to financial statements.

QUALITY EXHIBITS PIPE, LLC
STATEMENTS OF MEMBER'S EQUITY
(In Thousands)

	Member's Contributions	Accumulated Deficit	Total
Balance at December 29, 2019	$ 1,186,672	$ (181,441)	$ 1,005,231
Net income	—	434,857	434,857
Distributions to affiliate	—	(444,553)	(444,553)
Balance at January 3, 2021	1,186,672	(191,137)	995,535
Net income	—	487,376	487,376
Distributions to affiliate	—	(503,507)	(503,507)
Balance at January 2, 2022	1,186,672	(207,268)	979,404
Net income	—	507,459	507,459
Distributions to affiliate	—	(524,273)	(524,273)
Balance at January 1, 2023	$ 1,186,672	$ (224,082)	$ 962,590

See accompanying notes to financial statements.

EXHIBIT 5

QUALITY EQUITY PIPE, LLC
STATEMENTS OF CASH FLOWS
(In Thousands)

	Year Ended		
	January 1, 2023	**January 2, 2022**	**January 3, 2021**
Cash flows from operating activities:			
Net income	$ 507,459	$ 487,376	$ 434,857
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	16,422	16,904	17,965
Operating transactions with affiliates, net	166	(188)	4,483
Other, net	1,178	(3,748)	(2,347)
Changes in operating assets and liabilities:			
Accounts receivable, net	(2,221)	1,760	(10,929)
Accounts payable	106	(4)	8
Deferred franchise fees	824	2,342	(459)
Net cash provided by operating activities	523,934	504,442	443,578
Cash flows from financing activities:			
Distributions to affiliate	(524,273)	(503,507)	(444,553)
Net cash used in financing activities	(524,273)	(503,507)	(444,553)
Net (decrease) increase in cash and cash equivalents	(339)	935	(975)
Cash at beginning of period	2,452	1,517	2,492
Cash at end of period	$ 2,113	$ 2,452	$ 1,517

See accompanying notes to financial statements.

(1) Nature of Business and Summary of Significant Accounting Policies

Organization

Quality Is Our Recipe, LLC (the "Company") is a single-member, special purpose Delaware limited liability company. The Company is a direct, wholly-owned subsidiary of Wendy's Funding, LLC ("Wendy's Funding" or the "Master Issuer"), which is an indirect, wholly-owned subsidiary of Wendy's International, LLC (together with its subsidiaries, "Wendy's") whose ultimate parent is The Wendy's Company. Wendy's franchises and operates Wendy's quick-service restaurants specializing in hamburger sandwiches throughout the United States of America ("U.S.") and also franchises Wendy's quick-service restaurants in 31 foreign countries and U.S. territories.

The Company was formed on April 7, 2015 in connection with a contemplated financing (the "Securitization Transaction") which was completed on June 1, 2015 (the "Closing Date"), primarily to serve as the franchisor of Wendy's restaurants in the U.S. and foreign countries excluding Canada. On the Closing Date, Wendy's contributed to the Company substantially all of the assets presented on the Company's balance sheet at inception. In addition, on the Closing Date, the Company received an initial cash contribution of $2,500 from the Master Issuer. See "Business and Operations" below, as well as Note 6 and Note 7 for further information.

Use of Estimates

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The accompanying financial statements include accounts of the Company, which has no subsidiaries. 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 materially from those estimates due to risks and uncertainties, including uncertainty in the current economic environment due to the COVID-19 pandemic and other factors.

In preparing the financial statements, the Company has evaluated significant events occurring subsequent to January 1, 2023 through March 23, 2023, the date of the issuance of the financial statements.

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," which consisted of 52 weeks, (2) "the year ended January 2, 2022" or "2021," which consisted of 52 weeks, and (3) "the year ended January 3, 2021" or "2020," which consisted of 53 weeks. All references to years, quarters and months relate to fiscal periods rather than calendar periods.

Business and Operations

On the Closing Date, Wendy's contributed to the Company all franchise agreements, development agreements and franchise-related agreements with respect to Wendy's restaurants franchised in the U.S. and all other countries, excluding Canada, and all franchisee notes with respect to Wendy's restaurants franchised in the U.S. and all future franchisee payments thereon. In addition, Wendy's contributed to the Company certain intellectual property (the "Securitization IP"), consisting of substantially all of the existing and after-acquired U.S., Canadian and international intellectual property, including software, and all future licensing fees. Following the Closing Date, the Company serves as franchisor of the Wendy's brand and will own (1) new U.S. and international (excluding Canada) franchise agreements and all franchisee payments thereon; (2) new U.S. and international (excluding Canada) development agreements and all franchisee payments thereon; (3) all rights to enter into new franchise agreements in the U.S. and foreign countries (excluding Canada); and (4) rights to all licensing fees and other fees related to the Securitization IP.

The activities of the Company are limited to:

- entering into a contribution agreement pursuant to which Wendy's contributed the applicable contributed assets as described above;

- owning the Securitization IP and other assets referred to above;

- licensing to Wendy's, for a 99-year term, an exclusive, worldwide right to use and sublicense the Securitization IP in connection with products and services other than Wendy's restaurants for a royalty fee equal to (i) 50% of any royalties Wendy's receives from any sublicensee pursuant to the sublicenses of Wendy's rights under the license or (ii) with regard to any other revenues received by Wendy's as a result of exercising its rights under the license, a fair market royalty, as determined by Wendy's;

- licensing to Wendy's (and certain subsidiaries thereof), for a 99-year term, a non-exclusive right to use and sublicense the Securitization IP in the U.S. in connection with Wendy's company-operated restaurants for a royalty fee equal to 4.0% of the aggregate net sales of each Company restaurant in the U.S. (paid weekly);

- licensing to Wendy's Restaurants of Canada Inc., an indirect, wholly-owned subsidiary of The Wendy's Company, for a 99-year term, an exclusive right to use and sublicense the Securitization IP in Canada in connection with franchised restaurants for a royalty fee equal to the U.S. dollar equivalent of 3.0% of the net sales of each franchised restaurant in Canada (paid weekly);

- licensing to Wendy's a non-exclusive, royalty-free license to use and sublicense the Securitization IP in connection with Wendy's performance of services under a management agreement;

- holding the rights and obligations previously held by each applicable non-securitization entity under the applicable contributed franchise agreements and contributed development agreements;

- from time to time following the Closing Date, entering into new franchise agreements and new development agreements with respect to the Wendy's brand;

- holding the rights and obligations previously held by each applicable non-securitization entity under the applicable contributed franchisee notes and entering into new franchisee notes;

- maintaining a franchisor capital account and any funds on deposit therein and advancing any such funds to other Wendy's entities in accordance with a base indenture and a related supplemental indenture (collectively, the "Indenture") entered into by the Master Issuer;

- entering into a guarantee and collateral agreement, pursuant to which the Company will guarantee notes, together with the other guarantors, described in Note 7, may guarantee additional series of notes from time to time and will grant to the trustee a lien on the Company's collateral (subject to certain collateral exclusions) as security for the obligations of the Master Issuer under the Indenture;

- entering into a management agreement; and

- entering into documents related to the Securitization Transaction to which it is a party and undertaking any other activities related thereto.

Cash and Cash Equivalents

All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents. The Company's cash and cash equivalents principally consist of cash in bank. The related cash balance may exceed amounts federally insured during the year. The Company has not experienced any losses in such account.

Accounts Receivable, Net

Accounts receivable, net, consist primarily of royalties and franchise fees due from franchisees. Reserve estimates include consideration of the likelihood of default expected over the estimated life of the receivable. The Company periodically assesses the need for an allowance for doubtful accounts on its receivables based upon several key credit quality indicators such as outstanding past due balances, the financial strength of the obligor, the estimated fair value of any underlying collateral and agreement characteristics.

We believe that our vulnerability to risk concentrations in our receivables is mitigated by favorable historical collectability on past due balances. Receivables are considered delinquent once they are contractually past due under the terms of the underlying agreements. See Note 3 for further information.

Intangible Assets

Definite-lived intangible assets are amortized on a straight-line basis using the following estimated useful lives of the related classes of intangibles: one to five years for computer software and 20 years for franchise agreements. Trademarks have an indefinite life and are not amortized.

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. Indefinite-lived intangible assets are tested for impairment at least annually, or more frequently if events or changes in circumstances indicate that the assets may be impaired. Our annual impairment test for indefinite-lived intangible assets may be completed through a qualitative assessment to determine if the fair value of the indefinite-lived intangible assets is more likely than not greater than the carrying amount. If we elect to bypass the qualitative assessment, or if a qualitative assessment indicates it is more likely than not that the estimated carrying value exceeds the fair value, we test for impairment using a quantitative process. If the Company determines that impairment of its intangible assets may exist, the amount of impairment loss is measured as the excess of carrying value over fair value. Our critical estimates in the determination of the fair value of indefinite-lived intangible assets include the anticipated future revenues of Wendy's company-operated and franchised restaurants and the resulting cash flows.

Fair Value

The carrying amounts of cash and accounts payable approximate fair value due to the short-term nature of those items. The carrying amounts of accounts receivable, net approximate fair value due to the effect of the related allowance for doubtful accounts.

Revenue Recognition

"Franchise royalty revenue" and "Franchise fees" include royalties, new build technical assistance fees, renewal fees, franchisee-to-franchisee restaurant transfer ("Franchise Flip") technical assistance fees, Franchise Flip advisory fees and development fees. Royalties from franchised restaurants are based on a percentage of sales of the franchised restaurant and are recognized as earned. New build technical assistance fees, renewal fees and Franchise Flip technical assistance fees are recorded as deferred revenue when received and recognized as revenue over the contractual term of the franchise agreements, once the restaurant has opened. Development fees are deferred when received, allocated to each agreed upon restaurant, and recognized as revenue over the contractual term of each respective franchise agreement, once the restaurant has opened. These franchise fees are considered highly dependent upon and interrelated with the franchise right granted in the franchise agreement. Franchise Flip advisory fees include valuation services and fees for selecting pre-approved buyers for Franchise Flips. Franchise Flip advisory fees are paid by the seller and are recognized as revenue at closing of the Franchise Flip transaction.

"Revenue from affiliates" includes royalties from affiliates based on a percentage of sales of Wendy's company-operated restaurants in the U.S. and IP license fees from Wendy's based on a percentage of sales of franchised restaurants in Canada, both of which are required for the use of the Securitization IP in the U.S. and Canada, as applicable. Royalties and IP license fees from franchised restaurants and affiliates are based on a percentage of sales and are recognized as earned. See Note 2 and Note 8 for further information.

Income Taxes

The Company is a single-member limited liability company and is treated as a disregarded entity for federal income tax purposes and by most state taxing jurisdictions. Consequently, the Company generally does not incur U.S. income taxes. Instead, its income flows to and is taxed at its taxable ultimate parent, The Wendy's Company. The Company is a taxable member of a consolidated Texas income tax return filed by The Wendy's Company and is allocated a portion of the consolidated current and deferred tax expense based on its proportionate share of taxable receipts in Texas. The Company incurs foreign tax expense attributable to foreign withholding taxes which is recorded to "Provision for income taxes" in the accompanying statements of operations.

The Company accounts for income taxes under the asset and liability method. A deferred tax asset or liability is recognized whenever there are (1) future tax effects from temporary difference between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and (2) operating loss, capital loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled.

Deferred tax assets are recognized to the extent the Company believes these assets will more likely than not be realized. In evaluating the realizability of deferred tax assets, the Company considers all available positive and negative evidence, including the interaction and the timing of future reversals of existing temporary differences, projected future taxable income, recent operating results and tax-planning strategies. When considered necessary, a valuation allowance is recorded to reduce the carrying amount of the deferred tax assets to their anticipated realizable value.

The Company records uncertain tax positions on the basis of a two-step process whereby we first determine if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more-likely-than-not recognition threshold is then measured for purposes of financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized upon being effectively settled.

Interest accrued for uncertain tax positions is charged to "Interest income, net." Penalties accrued for uncertain tax positions are charged to "General and administrative."

Concentration of Risk

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees for royalties and franchise fees. The financial condition of these franchisees is largely dependent upon the underlying business trends of the Wendy's brand and market conditions within the quick-service restaurant industry. This concentration of credit risk is mitigated, in part, by the number of franchisees and the short-term nature of the franchise receivables.

(2) Revenue

Nature of Goods and Services

The Company generates revenues primarily from royalties and fees from franchised restaurants. Revenues are recognized upon the fulfillment of terms outlined in the franchise agreement for franchised restaurants. The franchise agreement provides the franchisee the right to construct, own and operate a Wendy's restaurant upon a site accepted by Wendy's and to use the Wendy's system in connection with the operation of the restaurant at that site. The franchise agreement generally provides for a 20-year term and a 10-year renewal subject to certain conditions. The initial term may be extended up to 25 years and the renewal extended up to 20 years for qualifying restaurants under certain new restaurant development programs.

The franchise agreement requires that the franchisee pay a royalty based on a percentage of sales at the franchised restaurant. Wendy's may offer development incentive programs from time to time that provide for a discount or lesser royalty amount for a limited period of time. The agreement also typically requires that the franchisee pay Wendy's a technical assistance fee. The technical assistance fee is used to defray some of the costs to Wendy's for training, start-up and transitional services related to new and existing franchisees acquiring restaurants and in the development and opening of new restaurants.

The Company also enters into development agreements with certain franchisees. The development agreement generally provides the franchisee with the right to develop a specified number of new Wendy's restaurants using the Image Activation design within a stated, non-exclusive territory for a specified period, subject to the franchisee meeting interim new restaurant development requirements.

The Company also earns revenue from affiliated entities for the use of the Securitization IP based on a percentage of sales of Wendy's company-operated restaurants in the U.S. and based on a percentage of sales of franchised restaurants in Canada.

Revenues based on a percentage of sales are generally due within the month subsequent to which the revenue was generated through sales at the franchised restaurant or Wendy's company-operated restaurant. Technical assistance fees and renewal fees are generally due upon execution of the related franchise agreement.

Disaggregation of Revenue

The following tables disaggregate revenue by primary geographical market and source for 2022, 2021 and 2020:

2022	**U.S.**	**Canada**	**Other International**	**Total**
Franchise royalty revenue	$ 423,954	$ —	$ 27,799	$ 451,753
Franchise fees	17,129	—	1,198	18,327
Revenue from affiliates	36,142	25,802	—	61,944
Total revenues	$ 477,225	$ 25,802	$ 28,997	$ 532,024
2021				
Franchise royalty revenue	$ 407,317	$ —	$ 23,011	$ 430,328
Franchise fees	26,185	—	1,270	27,455
Revenue from affiliates	29,465	23,552	—	53,017
Total revenues	$ 462,967	$ 23,552	$ 24,281	$ 510,800
2020				
Franchise royalty revenue	$ 373,162	$ —	$ 18,317	$ 391,479
Franchise fees	18,008	—	644	18,652
Revenue from affiliates	28,934	19,373	—	48,307
Total revenues	$ 420,104	$ 19,373	$ 18,961	$ 458,438

Contract Balances

The following table provides information about receivables and contract liabilities (deferred franchise fees) from contracts with customers:

	Year End	
	January 1, 2023	**January 2, 2022**
Accounts receivable, net	$ 42,117	$ 39,795
Receivables, which are included in "Due from affiliates, net"	1,170	1,007
Deferred franchise fees (a)	92,318	90,055

(a) Includes the current and long-term portion of $7,816 and $84,502 as of January 1, 2023, respectively, and $7,955 and $82,100 as of January 2, 2022, respectively.

Significant changes in deferred franchise fees are as follows:

	Year Ended		
	2022	2021	2020
Deferred franchise fees at beginning of period	$ 90,055	$ 90,964	$ 93,893
Revenue recognized during the period	(10,412)	(18,810)	(8,381)
New deferrals due to cash received and other	12,675	17,901	5,452
Deferred franchise fees at end of period	$ 92,318	$ 90,055	$ 90,964

Anticipated Future Recognition of Deferred Franchise Fees

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:

Estimate for fiscal year:	
2023	$ 7,816
2024	5,444
2025	5,292
2026	5,195
2027	5,124
Thereafter	63,447
	$ 92,318

(3) Accounts Receivable, Net

	Year End	
	January 1, 2023	January 2, 2022
Accounts receivable from franchisees	$ 42,406	$ 40,728
Allowance for doubtful accounts	(289)	(933)
	$ 42,117	$ 39,795

The following is an analysis of the allowance for doubtful accounts:

	Year Ended		
	2022	2021	2020
Balance at beginning of period	$ 933	$ 1,572	$ 1,561
Provision for doubtful accounts	(101)	(300)	293
Uncollectible accounts written off, net of recoveries	(543)	(339)	(282)
Balance at end of period	$ 289	$ 933	$ 1,572

(4) Intangible Assets

The following is a summary of the components of intangible assets and the related amortization expense:

	Year End					
	January 1, 2023			January 2, 2022		
	Cost	Accumulated Amortization	Net	Cost	Accumulated Amortization	Net
Indefinite-lived:						
Trademarks	$ 903,000	$ —	$ 903,000	$ 903,000	$ —	$ 903,000
Definite-lived:						
Franchise agreements	333,000	(225,813)	107,187	333,000	(209,976)	123,024
Software	13,933	(13,807)	126	13,933	(13,222)	711
	$ 1,249,933	$ (239,620)	$ 1,010,313	$ 1,249,933	$ (223,198)	$ 1,026,735

Aggregate amortization expense:	
Actual for fiscal year:	
2020	$ 17,965
2021	16,904
2022	16,422
Estimate for fiscal year:	
2023	$ 15,963
2024	15,837
2025	15,837
2026	15,837
2027	15,837
Thereafter	28,002
	$ 107,313

(5) Income Taxes

The provision for income taxes consisted of the following:

	Year Ended		
	2022	2021	2020
Current:			
State	$ (56)	$ (15)	$ (55)
Foreign	(6,974)	(5,955)	(4,636)
Current tax provision	(7,030)	(5,970)	(4,691)
Deferred:			
State	(2)	145	(145)
Deferred tax (provision) benefit	(2)	145	(145)
Income tax provision	$ (7,032)	$ (5,825)	$ (4,836)

The Company's deferred tax liability of $128 and $126 at January 1, 2023 and January 2, 2022, respectively, relates to trademarks and is included in "Other liabilities."

The income tax provision differs from the U.S. federal rate of 21% primarily because the Company is disregarded for U.S. federal income tax purposes. Therefore, the income tax provision consists primarily of foreign withholding taxes on certain royalties received from foreign franchisees.

The accrued liability for the Company's proportionate share of taxable receipts in Texas is recorded as a payable to The Wendy's Company and was $142 and $127 as of January 1, 2023 and January 2, 2022, respectively. The Company's Texas income tax returns for 2018 and forward are open to examination but are not currently under exam.

As of January 1, 2023, the Company had no unrecognized tax benefits. During 2022, 2021 and 2020, the Company recognized $0, $88 and $87 of income for interest and $0, $37 and $46 of income for penalties, respectively, related to uncertain tax positions.

(6) Member's Equity

On June 1, 2015, Wendy's Funding made an initial capital contribution of $2,500 to the Company. Additionally, on June 1, 2015, in connection with the Securitization Transaction and the commencement of operations of the Company, Wendy's contributed to the Company all franchise agreements, development agreements and franchise-related agreements with respect to Wendy's restaurants franchised in the U.S. and all other countries, excluding Canada, and all franchisee notes with respect to Wendy's restaurants franchised in the U.S. and all future franchisee payments thereon. In addition, Wendy's contributed to the Company the Securitization IP, consisting of substantially all of the existing and after-acquired U.S., Canadian and international intellectual property, including software, and all future licensing fees. As a result of these capital contributions, the Company commenced operations with member's equity of $1,174,666. There were no additional capital contributions during 2022, 2021 and 2020.

The Company is required to distribute its excess cash flows to Wendy's Funding pursuant to an operating agreement with Wendy's Funding. Wendy's Funding uses the funds distributed to it by the Company to, among other things, service its debt obligations. The Company distributed $524,273, $503,507 and $444,553 in 2022, 2021 and 2020, respectively, pursuant to this operating agreement.

(7) Guarantees and Other Commitments and Contingencies

Senior Notes

Wendy's Funding is the master issuer of outstanding senior secured notes under a securitized financing facility that was entered into in June 2015. As of January 1, 2023, the Master Issuer issued the following outstanding series of fixed rate senior secured notes: (i) 4.236% 2022-1 Class A-2-I with an initial principal amount of $100,000; (ii) 4.535% 2022-1 Class A-2-II with an initial principal amount of $400,000 (collectively, the 2022-1 Class A-2-I notes and the 2022-1 Class A-2-II notes are referred to herein as the "Series 2022-1 Class A-2 Notes"); (iii) 2.370% 2021-1 Class A-2-I with an initial principal amount of $450,000; (iv) 2.775% 2021-1 Class A-2-II with an initial principal amount of $650,000; (v) 3.783% 2019-1 Class A-2-I with an initial principal amount of $400,000; (vi) 4.080% 2019-1 Class A-2-II with an initial principal amount of $450,000; and (vii) 3.884% 2018-1 Class A-2-II with an initial principal amount of $475,000 (collectively, the notes described in (i) to (vii) are referred to herein as the "Class A-2 Notes"). The outstanding principal balance under the Class A-2 Notes as of January 1, 2023 was $2,805,750. In connection with the issuance of the 2021-1 Class A-2-I and 2021-1 Class A-2-II Notes, the Master Issuer also entered into a revolving financing facility of 2021-1 Variable Funding Senior Secured Notes, Class A-1 (the "2021-1 Class A-1 Notes"), which allows for the drawing of up to $300,000 on a revolving basis using various credit instruments, including a letter of credit facility. No amounts were borrowed under the 2021-1 Class A-1 Notes during 2022. The Class A-2 Notes and the 2021-1 Class A-1 Notes are collectively referred to as the "Senior Notes."

The Master Issuer's issuance of the 2021-1 Class A-1 Notes in June 2021 replaced the previous $150,000 Series 2019-1 Variable Funding Senior Secured Notes, Class A-1 (the "2019-1 Class A-1 Notes") and $100,000 Series 2020-1 Variable Funding Senior Secured Notes, Class A-1 (the "2020-1 Class A-1 Notes"). In March 2020, Wendy's Funding drew down $120,000 under the Series 2019-1 Class A-1 Notes, which was fully repaid in July 2020. In June 2020, the Master Issuer issued the Series 2020-1 Class A-1 Notes.

The Senior Notes are secured by a security interest in substantially all of the assets of the Company, subject to certain limitations as set forth in the Indenture governing the Senior Notes and the related guarantee and collateral agreements.

Interest and principal payments on the Class A-2 Notes are payable on a quarterly basis. The requirement to make such quarterly principal payments on the Class A-2 Notes is subject to certain financial conditions set forth in the Indenture. The legal final maturity dates for the Class A-2 Notes range from 2048 through 2052. If the Master Issuer has not repaid or

refinanced the Class A-2 Notes prior to their respective anticipated repayment dates, which range from 2026 through 2032, additional interest will accrue pursuant to the Indenture.

The 2021-1 Class A-1 Notes accrue interest at a variable interest rate based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the London interbank offered rate for U.S. Dollars or (iv) with respect to advances made by conduit investors, the weighted average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case plus any applicable margin and as specified in the respective purchase agreements for the 2021-1 Class A-1 Notes. There is a commitment fee on the unused portions of the 2021-1 Class A-1 Notes, which ranges from 0.40% to 0.75% based on utilization. As of January 1, 2023, $28,388 of letters of credit were outstanding against the 2021-1 Class A-1 Notes, which relate primarily to interest reserves required under the Indenture.

Covenants and Restrictions

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Senior Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Senior Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of global gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes on the applicable scheduled maturity date. The Senior Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Senior Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. In addition, the Indenture and the related management agreement contain various covenants that limit the Company's ability to engage in specified types of transactions, subject to certain exceptions, including, for example, to (i) incur or guarantee additional indebtedness, (ii) sell certain assets, (iii) create or incur liens on certain assets to secure indebtedness or (iv) consolidate, merge, sell or otherwise dispose of all or substantially all of its assets.

Debt Financing

In April 2022, the Master Issuer completed a debt financing transaction under which the Master Issuer issued the 2022-1 Class A-2 Notes with an initial principal amount of $500,000. The legal final maturity date of the 2022-1 Class A-2 Notes is March 2052 and the anticipated repayment dates are in 2029 and 2032.

Refinancing Transactions

In June 2021, the Master Issuer completed a refinancing transaction under which the Master Issuer issued the Series 2021-1 Class A-2-I Notes and the Series 2021-1 Class A-2-II Notes. A portion of the net proceeds from the sale of the Series 2021-1 Class A-2 Notes were used to repay in full the Master Issuer's outstanding Series 2015-1 Class A-2-III Notes and Series 2018-1 Class A-2-I Notes, including the payment of prepayment and transactions costs. As part of the June 2021 refinancing transaction, the Master Issuer also issued the 2021-1 Class A-1 Notes. The Series 2021-1 Class A-1 Notes replaced the Master Issuer's $150,000 Series 2019-1 Class A-1 Notes and $100,000 Series 2020-1 Class A-1 Notes, which were cancelled on the closing date, and the letters of credit outstanding against the Series 2019-1 Class A-1 Notes were transferred to the Series 2021-1 Class A-1 Notes.

Management Agreement

The Company, a certain other limited-purpose, bankruptcy remote, wholly-owned indirect subsidiary of Wendy's and the Master Issuer (collectively, the "Securitization Entities") have entered into a management agreement with Wendy's and the indenture trustee (the "Management Agreement"), whereby Wendy's will act as the manager (the "Manager") of the development and franchising of Wendy's restaurants. The primary responsibilities of the Manager under the Management Agreement are to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, real estate, intellectual property and operational and reporting services on behalf of the

Securitization Entities. Fees paid to the Manager and other costs incurred by affiliates are not allocated to the Company. As a result, the Company's results of operations may not be indicative of those that would be achieved if the Company had operated as an unaffiliated company on a stand-alone basis.

Pledged Assets

The following is a summary of the Company's assets pledged as collateral for debt held by the Master Issuer:

	Year End
	January 1, 2023
Cash	$ 2,113
Accounts receivable, net	42,117
Intangible assets	1,010,313
	$ 1,054,543

Franchisee Image Activation Incentive Programs

To promote new restaurant development, Wendy's has provided franchisees with certain incentive programs for qualifying new restaurants. In February 2023, Wendy's announced a new restaurant development incentive program in the U.S. that provides for waivers of royalty, national advertising and technical assistance fees for up to the first three years of operation for qualifying new restaurants ("Pacesetter"). Wendy's previously offered and will continue to offer a restaurant development incentive program that provides for reductions in royalty and national advertising fees for up to the first two years of operation for qualifying new restaurants ("Groundbreaker"). Wendy's U.S. franchisees may elect either the Pacesetter program or the Groundbreaker program when committing to new multi-unit development agreements or adding incremental commitments to existing development agreements. Wendy's also provides franchisees with the option of an early 20-year or 25-year renewal of their franchise agreement upon completion of reimaging utilizing certain approved Image Activation reimage designs.

(8) Transactions with Related Parties

The Company receives royalties from affiliated entities associated with the licensing of the Securitization IP as discussed in Note 1. During 2022, 2021 and 2020, the Company recognized such royalty revenue of $61,944, $53,017 and $48,307, respectively, which has been recorded to "Revenue from affiliates" in the accompanying statements of operations. Receivables from affiliates as of January 1, 2023 and January 2, 2022 were $1,170 and $1,007, respectively, and included amounts due to the Company for royalties. The Company owes Wendy's $500 and $171 for reimbursement of amounts paid or to be paid by Wendy's for other incurred expenses as of January 1, 2023 and January 2, 2022, respectively. These amounts have been recorded to "Due from affiliates, net" in the accompanying balance sheets.

Certain family members and affiliates of Mr. Nelson Peltz, Chairman of The Wendy's Company, and Mr. Peter May, Vice Chairman of The Wendy's Company, as well as Mr. Matthew Peltz, a director of The Wendy's Company, hold indirect, minority ownership interests in operating companies managed by Yellow Cab Holdings, LLC ("Yellow Cab"), a Wendy's franchisee, that as of January 1, 2023 owned and operated 84 Wendy's restaurants (including 54 Wendy's restaurants acquired from NPC Quality Burgers, Inc. ("NPC") during the first quarter of 2021 as described below). During 2022, 2021 and the fourth quarter of 2020, the Company recognized $6,463, $5,114 and $596, respectively, in royalty and other income from Yellow Cab and related entities. As of January 1, 2023 and January 2, 2022, $566 and $497, respectively, was due from Yellow Cab for such income, which is included in "Accounts receivable, net."

In November 2020, The Wendy's Company submitted a consortium bid together with a group of pre-qualified franchisees (of which Yellow Cab was a member) to acquire the Wendy's restaurants owned by NPC, The Wendy's Company's largest franchisee, which filed for chapter 11 bankruptcy in July 2020. On January 7, 2021, following a court-approved mediation process, Yellow Cab was selected as the purchaser for 54 of NPC's Wendy's restaurants.

WENDY'S TECHNOLOGY PRODUCTS AND SERVICES AGREEMENT

This **WENDY'S TECHNOLOGY PRODUCTS AND SERVICES AGREEMENT** (this "Agreement"), effective as of your signature below ("Effective Date"), is a legal contract between you (the entity on whose behalf you are approving this Agreement) ("you" or "Franchisee") and WENDY'S TECHNOLOGY, LLC ("Company"), confirming the terms and conditions applicable to your use of certain products and services. Each of Franchisee and Company may sometimes be referred to as a "party," and they may sometimes be referred to collectively as "parties." The parties hereby agree as follows:

1. Definitions

Initially capitalized terms used but not defined elsewhere in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity which, directly or indirectly, controls, is controlled by, or is under common control with, Company.

1.2 "Approved Items" means such menu items, products, services and related items, including without limitation, promotional and premium items, as have been expressly approved for sale in writing by QIOR (as defined below) pursuant to a Franchise Agreement.

1.3 "Franchisee" means (i) the person or entity entering into this Agreement, and (ii) each entity and individual who is a "Franchisee"/"Franchise Owner" as defined in the Franchise Agreement.

1.4 "Franchise Agreement" means the Quality Is Our Recipe, LLC ("QIOR") Unit Franchise Agreement and all other franchise agreements between QIOR and Franchisee that may be in force at any time.

1.5 "Gross Revenue" means all revenue from the sale of all Approved Items and all other income of every kind and nature related to the Restaurants or their premises, including proceeds of any business interruption insurance, and the sale of any promotional or premium items, whether for cash or credit, and regardless of collection in the case of credit, but shall not include (i) any sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority, (ii) the amount of refunds made to customer, and (iii) any amounts from coupon or discount programs approved by QIOR for which Franchisee is not reimbursed.

1.6 "Products and Services" means certain products and services, including those identified in the Information Security Section of the Operations Standards Manual, that Franchisee is required to purchase, as more fully described in Schedule 1.

1.7 "Restaurants" means the "Wendy's"/"Wendy's Old Fashioned Hamburgers" restaurants that are owned by Franchisee. Restaurants shall include any new restaurants built or purchased by Franchisee during the term of this Agreement.

1.8 "Schedule" means a schedule or other document incorporated herein by reference that sets forth the Products and Services to be purchased by Franchisee, the fees to be paid for such Products and Services and/or any additional terms and conditions applicable to such Products and Services.

1.9 "Software" means software identified in Schedule 1.

2. Term

2.1 General. This Agreement shall commence upon the Effective Date and will continue through the end of the calendar year, unless otherwise terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year calendar periods, unless Company notifies Franchisee that it does not wish to renew this Agreement upon at least thirty (30) days' written notice prior to the end of the then-current term.

2.2 Franchise Agreement Term. Products and Services will commence on the Effective Date and continue throughout the remaining term of the respective Franchise Agreements, or any extension or renewal thereof, unless this Agreement is sooner terminated in accordance with its terms. This Agreement will automatically terminate upon any termination or expiration of all Franchise Agreements with Franchisee.

3. Products and Services

3.1 Description of Products and Services. Company has identified certain Products and Services to be purchased by Franchisee, including the attached Schedule 1 and in the Operations Standards Manual, policy statements, or bulletins.

3.2 Approved Suppliers. As an approved supplier, Company or its Affiliates will provide the Products and Services in accordance with the Franchise Agreement, the Information Security Section of the Operations Standards Manual, this Agreement and the Schedules to this Agreement. Franchisee agrees to purchase the Products and Services only from approved suppliers.

3.3 PCI-DSS Documentation. To the extent applicable to the Products and Services, a matrix outlining Franchisee's responsibility for PCI-DSS compliance and Company's role in supporting Franchisee in achieving its responsibility will be available upon request. The responsibility matrix is intended for use by Franchisee and its qualified security assessor for use in the PCI compliance audit process. In addition to what is described in the responsibility matrix, Franchisee is ultimately responsible for all PCI requirements related to Franchisee-maintained software and systems.

3.4 Changes to Products and Services. Company may discontinue, update or amend any Products and Services identified in Schedule 1, including, without limitation, any obligations of the Franchisee related thereto, upon at least thirty (30) days' written notice to Franchisee. Franchisee agrees to obtain all Products and Services designated from time to time by Company.

3.5 Franchisee Obligations. Franchisee shall provide Company with information, assistance, or access to its personnel and systems as reasonably necessary for Company to provide the Products and Services. From time to time, Company may need to contact Franchisee's providers in connection with performing certain Services. By accepting and agreeing to the terms and conditions of this Agreement, Franchisee hereby authorizes Company to act on Franchisee's behalf for the purpose of opening tickets, obtaining information (including, without limitation, information about transactions, processing, and chargebacks), requesting configuration changes for firewalls and other software, implementing fraud prevention measures, and taking such other steps (e.g., implementing updates or making changes to software, networks or systems as required to ensure and maintain the proper operation of the Products and Services) as Company determines, in its reasonable discretion, are necessary or appropriate to provide such Services; provided that Company will communicate with Franchisee in advance of any such action on Franchisee's behalf for which it is expected that Franchisee will incur additional costs. Franchisee shall be responsible for the actions of its employees, officers, contractors, representatives and agents to comply with this Agreement and all applicable license terms. Franchisee is responsible for access management with respect to the Products and Services, including, without limitation, terminating access

(or notifying Company to terminate access) for its employees, officers, contractors, representatives and agents. Franchisee agrees that its use of the Products and Services under this Agreement will comply with all applicable laws.

3.6 Prior Agreements. As of the Effective Date, this Agreement supersedes and replaces in its entirety any other previous products and services agreement (including all schedules thereto) or other agreement between Franchisee and Company or any of its Affiliates related to the subject matter of this Agreement and/or its Schedules (collectively, "Prior Agreements"), and the terms of this Agreement and the Schedules to this Agreement supersede and replace all Prior Agreements and any schedules entered into thereunder.

4. Licenses

4.1. License to Use Software. Certain Products and Services may require Franchisee to enter into a separate Software license agreement with either Company or a third-party service provider. Use of Software will be subject to the terms and conditions of this Agreement and any license agreement applicable to such Software. Any Software license is effective only during the term of this Agreement. It is expressly understood and agreed that the licenses or rights for access granted to Franchisee are temporary, limited, personal, non-exclusive, non-assignable, and non-transferable, except as otherwise set forth herein and in the applicable license agreement.

4.2. Restrictions on Use. Except as provided herein or in any license agreement applicable to the Software, Franchisee is strictly prohibited from making any modifications, enhancements or other adaptations and customizations to, and from otherwise preparing derivative works of, any Software, whether through the use of its own employees or independent contractors. Franchisee shall not disassemble, decompile, decode, reverse engineer, reprint, transcribe, extract, adapt, translate or modify the Software, or any portion thereof, without the express written consent of Company.

4.3. No Other Rights Granted. Apart from the license rights granted in this Agreement or any license agreement applicable to the Software, this Agreement does not grant to Franchisee any ownership, right, title, or interest, nor any security interest or other interest, in the Software or in any intellectual property rights therein.

5. Fees and Payment

5.1 Fees. The fees for the Products and Services shall be as set forth in Schedule 2 and shall be invoiced by Company or its Affiliates to Franchisee in accordance with the terms of such Schedule.

5.2 Taxes. Any sales, use, excise, value-added or ad valorem taxes levied or imposed upon operations reasonably required in the complete performance of this Agreement, except for taxes imposed upon the net income, gross receipts or net worth of Company or its Affiliates, shall be the responsibility of Franchisee (including any interest or penalties), and Franchisee shall indemnify and hold harmless Company and its Affiliates for any such amount that Company or its Affiliates are required to pay, or reasonably chooses to voluntarily pay, to any taxing authority. Company or its Affiliates agree to take all reasonably necessary steps to bill to and collect from Franchisee, and to report and pay directly to the appropriate taxing authority, any federal, state or local sales or use tax, or other excise tax, imposed upon or measured by any payment Franchisee is required to make to Company or its Affiliates under this Agreement. At Franchisee's written request, which must be timely given to Company, and entirely at Franchisee's expense, which shall include all litigation expenses such as, but not limited to, attorneys' fees, Company or its Affiliates will cooperate with Franchisee as is reasonably necessary in contesting any assessment or threat of assessment of tax, or related fee, penalty, late charge, or interest, for which Franchisee is liable under this Section 5.2.

5.3 Changes to Fees. Notwithstanding any other provision of this Agreement, Company may update or amend the fees and payment terms set out in Schedule 2 upon at least thirty (30) days' written notice to Franchisee. Franchisee agrees to pay all fees for the Products and Services as designated from time to time by Company.

6. Allocations of Risk

6.1 Representations and Warranties. You represent that you have obtained any consent you require from your management, your board of directors and any third parties to the extent consent is necessary to authorize you to enter into and perform this Agreement. You warrant that the representations set forth in this Agreement will remain true throughout the term of this Agreement and that full performance of your duties under this Agreement will not conflict with your performance under any other legally binding agreement. You agree that, in the event that any of your representations or warranties under this Agreement ceases to be true or accurate, you will promptly provide written notice to Company.

6.2 General Disclaimers. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU REPRESENT THAT YOU ARE ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT OR DOCUMENTS INCORPORATED HEREIN. ACCORDINGLY, YOU AGREE TO ASSUME ALL RISKS FROM USE OF THE PRODUCTS AND SERVICES AND ACKNOWLEDGE THAT THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL DEFECTS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, AND ALL WARRANTIES THAT MAY OTHERWISE BE IMPLIED. NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF TRADE, OR COURSE OF PERFORMANCE.

6.3 Limitation of Liability. YOU AGREE THAT COMPANY, WENDY'S INTERNATIONAL, LLC, WENDY'S DIGITAL, LLC, QIOR AND THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE "WENDY'S ENTITIES") WILL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY, OR STRICT LIABILITY), NOR ANY LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, EVEN IF THEY KNEW OR SHOULD HAVE KNOWN THAT THOSE KINDS OF DAMAGES WERE POSSIBLE. THE WENDY'S ENTITIES' MAXIMUM CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NEVER EXCEED THE AGGREGATE AMOUNT PAID BY FRANCHISEE UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE ALLEGED ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. YOU IRREVOCABLY WAIVE ANY AND ALL CLAIMS THAT YOU HAVE OR MAY HAVE IN THE FUTURE AGAINST THE WENDY'S ENTITIES FOR DIRECT DAMAGES IN EXCESS OF THE FOREGOING LIMIT. YOU ACKNOWLEDGE THAT THIS SECTION IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

6.4 Indemnity. Franchisee shall indemnify and hold harmless the Wendy's Entities and their officers, directors, members and shareholders, from and against any and all third party claims, suits,

losses, liabilities, damages, settlements, costs and expenses, including reasonable attorneys' fees, which are based on, relate to or arise from breach of this Agreement or use of the Software or the Products and Services by Franchisee or Franchisee's employees, officers, contractors, representatives and agents, including without limitation, Franchisee's violation of any licenses or sublicenses granted hereunder or of any license agreement otherwise applicable to the Software, failure to adhere to PCI standards, violation of any Privacy and Data Security Laws (defined below), or any unauthorized access or compromise of Franchisee's systems. Franchisee shall also indemnify the Wendy's Entities for any claims arising out of any failure to comply with Franchisee's responsibilities as set forth in the Information Security Section of the Operations Standards Manual. Company agrees to promptly notify Franchisee in writing of any such claim and cooperate reasonably in the defense thereof. "Privacy and Data Security Laws" means all domestic and international privacy and data protection laws, rules, regulations, best practices and regulatory guidance relating to privacy, data security, cybersecurity and Personal Information. "Personal Information" shall have the meaning of such term or like terms set forth in the Privacy and Data Security Laws and industry guidance such as PCI-DSS.

If a third party makes a claim against Franchisee that Products and Services furnished by Company under this Agreement and used by Franchisee infringe the third party's patent rights, the Company will defend Franchisee against the claim and indemnify the Franchisee from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or settlement agreed to by the Company, if the Franchisee does all of the following: (a) notifies the Company promptly in writing, not later than 30 days after the Franchisee receives notice of the claim (or sooner if required by applicable law); (b) gives the Company sole control of the defense and any settlement negotiations; and (c) gives the Company the information, authority and assistance the Company needs to defend against or settle the claim. The Company, in its sole discretion, may choose to modify the services to be non-infringing, obtain a license to allow for continued use, terminate the services and refund any unused, prepaid fees for such services, or take other reasonable action. The Company will not indemnify the Franchisee if the Franchisee alters such services, uses such services outside the scope of their identified use, or uses an out of date version of such services. The Company will not defend or indemnify the Franchisee to the extent that an infringement claim is based upon any services not furnished by the Company or based on any services provided from a third party source. This section provides the parties' exclusive remedy for any infringement claims or damages.

7. General

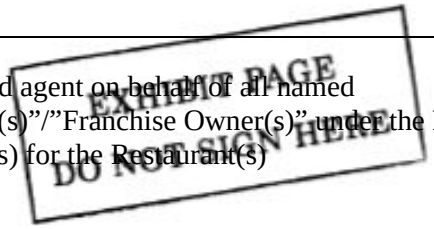
This Agreement will be governed by the laws of the State of Ohio. For purposes of all claims brought under this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Franklin County, Ohio. You acknowledge that Company will have the right to seek an injunction if necessary to prevent a breach of your obligations hereunder. Except as expressly provided in this Agreement, any waiver of a breach of or right hereunder will not constitute a waiver of any other or subsequent breach or right. If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions herein will remain in full force and effect. Any notice to be given to a party under this Agreement shall be addressed (a) to Franchisee at its official mailing address on file with Company and (b) to Company as follows: Wendy's Technology, LLC, One Dave Thomas Boulevard, Dublin, OH 43017, Attn: Chief Information Officer. You may not assign this Agreement without Company's prior written consent and any attempted or purported assignment by you shall be null and void. This Agreement, which includes this Agreement and all Schedules, exhibits and other documents attached hereto or incorporated herein by reference, constitutes the entire agreement, understanding and representations, expressed or implied, of the parties with respect to the subject matters described herein, and supersedes all prior written and oral communications, agreements, letters of intent, representations,

warranties, statements, negotiations, understandings and proposals, with respect to such subject matters. Except as otherwise expressly stated in this Agreement, the terms of this Agreement may not be amended or modified without the written agreement of you and Company.

The undersigned represents, warrants and agrees that: (i) he or she is a named "Franchisee"/"Franchise Owner" or an officer of a named "Franchisee"/"Franchise Owner" under the Franchise Agreement(s) for the Restaurant(s); (ii) he or she is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "Franchisee(s)"/"Franchise Owner(s)" under the Franchise Agreement(s) for the Restaurant(s); and (iii) this Agreement constitutes a valid, binding and irrevocable legal obligation of all such named "Franchisee(s)"/"Franchise Owner(s)" and any guarantors of the Franchise Agreement(s) for the Restaurant(s).

FRANCHISEE:

Sign: _____



as authorized agent on behalf of all named "Franchisee(s)"/"Franchise Owner(s)" under the Franchise Agreement(s) for the Restaurant(s)

Print name: _____

Franchise Group: _____

Title: _____

Date: _____

SCHEDULE 1
to Wendy's Technology Products and Services Agreement

[*Full Support with Wendy's Help Desk*]

Products and Services; Obligations

This Schedule 1 (this "Schedule") is attached to and made a part of the Wendy's Technology Products and Services Agreement between Company (sometimes referred to herein as "Wendy's") and Franchisee (the "Agreement"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of a conflict between this Schedule and the Agreement, the terms of this Schedule will control.

Wendy's Technology Products and Services

Company and Franchisee agree that the Products and Services to be provided by Company or its Affiliates pursuant to the Agreement are as set out below.

Service Category	Service Description
Program Management	**WeTech Governance** Wendy's will produce and maintain a Service Catalog reflecting the service offering being delivered in Schedule 1 and will review and update it on a regular cadence. Wendy's will monitor program service delivery trends while providing overall program governance support to Franchisees. Support to Franchisees could include program advisory oversite, communications, metrics reporting and contract management support.
	WeTech Billing and Financial Reporting Wendy's will provide site-level WeTech service billing to the Franchisee entities for payment per Schedule 2 to Wendy's Technology Products and Services Agreement, as may be amended from time to time. Wendy's will provide Aloha hosting, maintenance and mobile ordering billing support. For clarification and to avoid confusion, the fee schedule set forth in Schedule 2 and associated invoice includes the fees for WeTech, Wendy's HelpDesk, and Aloha fees (including existing hosting and maintenance fees and the newly introduced mobile ordering / pay and online application modules), along with existing scanner hardware maintenance provided by Stratix. Wendy's will support Franchisee billing escalations as well as process payments to accounts receivable.
Compliance	**Franchise PCI Documentation** Ultimate responsibility for PCI compliance resides with Franchisee, regardless of how specific items may be allocated between Company and Franchisee. Wendy's will create and maintain a PCI Support Packet and Hardening Guide supporting the PCI DSS Standards that will assist Franchisees in completing their annual PCI assessment. A matrix outlining Franchisee's responsibility for PCI compliance and Company's role in supporting Franchisee in achieving its responsibility through the Services is available upon request.

Service Category	Service Description
	IT Risk Assessments Wendy's will obtain service provider Attestations of Compliance (AOCs) and monitor and report approved technology service provider PCI compliance status on a regular cadence.
	General Requests/Questions Support Wendy's will use commercially reasonable efforts to answer additional compliance questions from Franchisees or their assessors regarding Wendy's Standard Aloha POS systems.
	Wendy's Standard Aloha POS Penetration Testing Wendy's will perform regular penetration testing and generate findings analysis and reporting with remediation for the Wendy's Standard Aloha POS systems within the Wendy's Imaging lab.
Networking & Infrastructure Support	**AWS DNS Support** Wendy's will supply Domain Name System (DNS) services for the AWS environment for all Franchise locations. This includes securing the AWS infrastructure, monitoring for system availability, and assisting Franchisees with their AWS DNS reviews.
	Network Infrastructure Support Wendy's will maintain the required infrastructure to allow Franchisees access to required Wendy's applications. This includes maintaining the standard Fortinet Firewall configurations on the Aloha and Payments networks to allow for secure functionality for Wendy's systems. Wendy's performs necessary infrastructure upgrades, configuration rule updates, and maintains infrastructure such as Netscalers, Akamai services, firewalls, servers, and DNS.
	MNSP Firewall Escalation Wendy's will work with approved MNSPs to ensure they follow best practices and Wendy's Fortinet Firewall Standards and meet defined SLAs, providing escalation when necessary. Wendy's will review proposed updates to the firewall standard configuration, test changes in the lab and work with MNSPs as they execute system deployments.
	Network Time Protocol (NTP) In order to correlate POS and Payment log data, system times must be consistent. Wendy's will maintain the technology software and hardware required to support standard Network Time Protocol (NTP) for the Wendy's system including the hosting and maintenance of two NTP servers.

Service Category	Service Description
Identity & Access Management (IAM)	**Identity & Access Management (IAM) Support** Wendy's will maintain the systems required to enable Franchisee system access to WeConnect and other key legacy Wendy's applications including federated single sign on, web access management, multifactor authentication as well as risk-based authentication. Wendy's will provide a privileged access management system to enable ongoing password management of the Kiosk local ids. Designated Franchisee Primary Account Manager (PAM) and Secondary Account Managers (SAMs) are responsible for determining which employees will be able to access WeConnect and all other Applications managed and are responsible to update their associates in the access management system.
Anti-Fraud	**Anti-Fraud Support** Wendy's will select and provide anti-fraud tools and measures which can help detect and prevent sophisticated card fraud by providing fraud monitoring and escalation for Card Present POS/Kiosk, Card Not Present Mobile/Web, Loyalty, E-Coupons, and E-Offers transactions.
CyberSecurity Operations	**Skimmers/Other Suspicious Devices** Franchise restaurant teams must be on the look-out for skimmers and other suspicious devices during daily POS, Kiosk and Payment terminal inspections in accordance with PCI requirements. Upon notification of a suspicious device finding, Wendy's Corporate Security will engage authorities and Wendy's will provides critical incident response services related to data security.
	Patch Compliance Verification Wendy's will regularly monitor system patch compliance on the Wendy's Standard Aloha POS systems. Remediation requests will be made to the Wendy's product owner and tracked for resolution as needed.
	Vulnerability Scans for Wendy's Standard Aloha Wendy's will perform regular cadence vulnerability scanning of the Wendy's Standard Aloha POS systems image in a Wendy's lab environment by replicating the Wendy's Standard Aloha POS systems, and will provide risk remediation guidance to Wendy's Imaging team as needed, but the ultimate responsibility for vulnerability scanning and remediation lies with Franchisees. Franchisees must partner with their approved MNSP third-party provider for remediation support as needed.
	Vulnerability Report Review Wendy's will review Franchisee vulnerability scans on Wendy's Standard Aloha POS systems upon request; up to 1 request per month per franchise organization. Scans must be submitted in an acceptable file format (.cvs or .nessus) and must use the Wendy's Restaurant IP/naming scheme to properly identify devices. Wendy's will create remediation service requests as appropriate for Wendy's Standard Aloha POS system needs.

Service Category	Service Description
	Endpoint Security Agent Support Wendy's will provide an industry standard third-party Anti-Virus software for Wendy's Standard Aloha POS systems, Y-lane, digital video recorders (DVRs), and Kiosks. Wendy's will provide Anti-Virus support through the review and maintenance of firewall configurations for proper NTP, reporting, troubleshooting and general support for Anti-Virus software. Wendy's will respond to virus/malware detections, remediating traditional malware/virus infections where quarantine is not possible. In cases where Franchisee's anti-virus software identified cannot remove malware, Wendy's may recommend reimaging the device at the cost to the Franchisee.
Help Desk	**Restaurant Help Desk Support Services** Upon receipt of a call or email by Franchisee, Wendy's will provide Level 1 and Level 2 Help Desk Support Services to Franchisee's Restaurants 7 days a week, 24 hours a day, 365 days a year basis including ticket and problem management support. Support includes: • Creating a report of the issue. • Troubleshooting and attempting to resolve the reported issue remotely which could include remote reimaging as needed. • Scheduling/coordinating vendor or replacement hardware (as needed). • Monitor progress on the issue. • Confirming resolution with Restaurant personnel.
Escalated Support	**Restaurant Technology Escalated Support** Wendy's will provide Level 3 Escalated Support for critical Restaurant systems when there are issues impacting business operations regardless of Help Desk provider. Level 2 Support escalation requires Wendy's Escalated Support team to provide additional troubleshooting, root cause analysis and may engage other Subject Matter Experts (SMEs) as well as vendors as appropriate to assist with troubleshooting and issue resolution.

Service Category	Service Description
Restaurant Patching	**Restaurant Patching / Vulnerability Management** As vulnerabilities are identified, Wendy's will determine the risks and remediation and work with the appropriate teams to deploy security patches and/or solutions to the Wendy's Standard Aloha POS systems or implement an appropriate mitigation plan. o Monthly Patch Testing o Monthly Patch Deployment o Gap Analysis & Remediation o Out of Cycle Patching o Create Deployment/ Configuration Package Wendy's will deploy required application and operating system patching support using an industry third party software on the Wendy's Standard Aloha POS systems defined in the Wendy's Restaurant Technology Buyer's Guide or other current Wendy's-approved buying guide available on the Technology Services>Restaurant Technology page of the WeConnect site.
Restaurant Deployment	**Restaurant Deployment** Wendy's will distribute software and components made available by Aloha as appropriate for purposes of Franchisee's obligation to satisfy PCI requirements or check that compensating controls exist, while ensuring business driven enhancements function appropriately as security updates are required. Wendy's will update the Administrator Password accounts on the Wendy's Standard Aloha POS systems on a regular basis in accordance with Wendy's policies. Administrator Passwords will be updated on any device in the Cardholder Data Environment (CDE) which includes: o Wendy's Aloha Server o Wendy's Standard Aloha POS o Wendy's Kitchen Devices o Kiosk o Payment Network Switch
Remote Imaging	**Remote Imaging** Wendy's may deploy standard Windows images, which services may include backup and reinstallation of a limited amount of locally-stored Aloha transactional/sales data on applicable restaurant server(s).

Service Category	Service Description
Payment	**U.S. Payment System Support Services** Wendy's will execute ongoing payment application configuration and training with Help Desk providers as required. Franchisee's existing Help Desk provider will handle Level 1 and Level 2 support, with Company providing Level 3 Support Services for Franchisee's payment system upon escalation. • *Level 1 Support* – Franchisee contacts your current Help Desk provider. • *Level 2 Support* – Level 1 support will automatically escalate to Level 2 support if warranted. Franchisee may also escalate to Level 2 support within your current Help Desk provider's support escalation process. • *Level 3 Support* – In the event the issue cannot be resolved by Level 1 or Level 2 support, Company will provide Level 3 support. If Franchisee's current Help Desk provider is Company or Dumac, Level 3 Support Services will be automatically engaged. Level 3 Support Services may include: o Continued troubleshooting of the issue. o Recommending and initiating hardware replacement where necessary or appropriate. o Depending on the device in question, scheduling a service call for hardware replacement and configuration. o Monitoring progress on the issue. o Confirming resolution with Restaurant personnel.
	U.S. Payment Device Support Services Wendy's will provide the following Payment Device Support Services: • Payment terminal moves, adds or changes and updating the estate management system accordingly. • Modifying payment processing rules. • Payment terminal encryption key updates. • Processes required for PCI compliance (within the scope of this Schedule). • Maintain PCI required service provider compliance certification.
	Estate Management Services Wendy's will provide Estate Management Services to assess and track the Payment Entry Devices (PEDs/Pin Pads) for PCI compliance. E-Socket-POS (ESP Boxes) are out of scope for Estate Management PCI compliance. Upon Franchise request, Wendy's will report Franchise Estate Management compliance status.

Service Category	Service Description
POS Development	**POS Development** Wendy's will distribute software and components made available by Aloha as appropriate for purposes of Franchisee's obligation to satisfy PCI requirements or check that compensating controls exist, while ensuring business driven enhancements function appropriately as security updates are required. As vulnerabilities are identified, Wendy's will work with NCR to provide remediation support on the Wendy's Standard Aloha POS systems as well as perform mitigation planning where patching solutions are not an option. Wendy's will coordinate as needed to ensure QA Testing and validation in lab prior to deployment.
Software Development	**Restaurant Software Development** Wendy's will provide services related to initial setup and configuration of technologies for site readiness and deployment. Wendy's will provide general support and coordination for onboarding systems for Administrative Password Change Services.
Image Development	**Image Development** Wendy's follows the Center for Internet Security's (CIS) Critical Security Controls (CSC) framework. All images will follow the CSC and Wendy's guidelines for hardening standards. Wendy's will create Standard Aloha images that are tested, hardened, and distributed to certified vendor partners on a regular cadence, with the latest POS software updates, operating system patches and security updates.
Software QA	**Restaurant Software QA** Wendy's will provide testing, release and approvals validating and certifying Wendy's Standard Aloha images meet the Wendy's guidelines for hardening standards. Wendy's will perform Restaurant patch quality assurance through software patch testing in a lab environment by replicating the Wendy's Standard Aloha POS systems restaurant configuration.
Menu Management	**Front of House Configuration Management** Wendy's will provide services required to setup and configure the Aloha POS and the mobile ordering/kiosk menu configurations for a restaurant. Wendy's will assist with configuration of global items affecting all franchisees including: o POS Menu Configuration o Mobile/Kiosk Menu Configuration o Kitchen Routing Configuration o Coupons/Discount Support In addition, Wendy's will assist with iOCD image and Simple OCD updates as needed.

Service Category	Service Description
	Basic Menu Maintenance Wendy's will provide configuration support and assistance to Franchisees supported by the Wendy's Help Desk Services including: o Price configuration o Tax rate support
Back Office Governance	**Back Office Governance** Wendy's will conduct regular Back Office solution provider reviews as part of its overall vendor management program. Reviews will rate providers in areas of Architecture, Security, Food & Labor Management, Reporting, Integration and other functionality. Wendy's will escalate Back Office service issues as needed to Back Office providers and/or Field Operations on behalf of Franchisees who require escalation. Wendy's will coordinate the technical development work required with Back Office Vendors based upon Digital requests and programs. Wendy's engages Back Office providers on driving Enterprise level initiatives in order to benefit the Wendy's Brand. Wendy's provides optional consultant services on BO topics of interest to Franchisees (e.g. HR Bridge, Gatekeeper, Timers, Reporting, Integrations, etc.).
Vendor Management	**Vendor Management Services** Wendy's will measure vendor performance against contracted service level agreements (SLA's) over periods of time (e.g. Monthly, Quarterly, Annual, Year-over-Year) and ensure corrective action is taken for any deviations from negotiated SLA's. Wendy's will confirm vendors have current installation media and instructions and will provide mediation for material vendor issues. Wendy's will provide oversight to Wendy's spare pool inventory when the inventory is owned by Wendy's or the franchise system. Wendy's will review centralized billing statements for accuracy, working with vendors to make necessary adjustments when identified, and submit to Wendy's IT Finance for remittance. Wendy's will track end of sale and end of support dates for Wendy's restaurant hardware and maintain the publishing of the Information Technology Buyer's Guide on WeConnect.
Construction Services	**Construction Services** Wendy's will define and set the Installation Standards including the standard bill of materials (BOM) for all information technology hardware in a Wendy's Restaurant on a regular cadence.
Implementation Services	**Implementation Services** Wendy's will coordinate and pilot technology solutions in restaurants, including obtaining signed pilot agreements with franchise partners. Wendy's will coordinate the rollout of new technology into existing restaurants.

Service Category	Service Description
Digital Menu Board (DMB)	**Digital Menu Board (DMB) Services** Wendy's will perform ongoing digital menu board platform maintenance and content support including: o Site onboarding o Advanced troubleshooting of devices and/or software
Digital Services	**Digital Services** Wendy's will provide services for the on-going support and enhancement of our digital ordering, delivery and payment technologies.
Application Support	**WeConnect Application Support** Wendy's will provide technical support and general administration of the WeConnect application.
	Franchise Data Correction Application Support Wendy's will provide ongoing general administration and support for applications used to support Franchisee sales metric, transaction count and coupon/breakfast sales data corrections. (e.g. RDC – Restaurant Data Corrections, SBM – Store Business Measures)
	iReceivables Application Support Wendy's will provide ongoing general administration and support for the iReceivables application. This payment portal includes payment for Rent, Royalty, WNAP, and Tech Fee Payments
	Application Access Support Wendy's will provide ongoing general administration and support for our Account Management System (AMS) which is used by Franchise organization Primary Account Managers (PAMs)and Secondary Account Managers (SAMs) to create and manage user identities and access to Wendy's business applications. Wendy's product owners will dictate the level of access required by Franchisee organizations.
	Restaurant Attribute System Support Wendy's will provide technical support and general administration of the applications used to collect and maintain restaurant project information as well as attribute information including SiteWise and Information Gateway which feed additional applications throughout Wendy's.
	Organizational Hierarchy Support Wendy's will provide ongoing general administration and support for maintaining the Wendy's system organizational hierarchy and provides integration support or organizational hierarchy data with approved application vendors.
	Extract, Transform and Load Data (ETL) Integration Support Wendy's will provide the required internal integration and monitoring support for Wendy's approved systems, in its sole discretion, to support extract, transform, load and move data to our vendors helping us to provide systems to the Wendy's system (e.g. Career Link, SMG).

Service Category	Service Description
	Financial Systems Application Support Wendy's will provide the technical and ongoing support for Wendy's financial systems required to facilitate Franchise payment settlement from Treasury.
	Operational Reporting and Analytics Wendy's will provide ongoing support for providing Franchisee Operational reporting and analytical data.
	IT Service Management Application Support Wendy's will provide ongoing general administration and support for Wendy's IT Service Management (ITSM) application.
	Above Restaurant Patching/Vulnerability Management As application vulnerabilities are identified, Wendy's will determine the risks and remediation and work with the appropriate teams to deploy patches/solutions
Above Restaurant Deployment	**Above Restaurant Deployment** Wendy's will deploy required application and operating system patches using an industry standard third-party software.
Data Center Disaster Recovery Governance	**Data Center Disaster Recovery Governance** Wendy's will maintain the policies, tools and procedures required to enable the recovery or continuation of vital Wendy's technology infrastructure and systems supporting critical business functions following a natural or human-induced disaster.
System Optimization	**System Optimization Support** Wendy's will provide technical administration and support through facilitation, configuration and ongoing administration and optimization as restaurants are purchased and sold in the Wendy's system.
IT Vendor Management Governance	**IT Vendor Management Governance** Wendy's will provide the defined framework, strategy and methodology for ensuring system deliveries from key system vendors (e.g. Accenture, NCR).

Service Level Performance

Company will use commercially reasonable efforts to ensure that testing uncovers any bugs or defects with the Services described in this Schedule, Company does not provide a warranty that the Services or any products to which the Services relate are free from defects, or that any bug or malware will be detected or prevented by the Services. However, in the event that a defect is discovered and confirmed by Company to exist, Company will work diligently in an effort to identify and remediate such defect in a way which is consistent with the impact of the defect on restaurant and Franchisee operations. Company will also commit to provide detailed information on the status and progress of any such remedial action, subject to any legal or contractual requirements.

Company will collect statistics relating to its performance against these expected service levels and make them available to the Wendy's Technology Advisory Council (WTAC) and via the WeConnect system or such other communication vehicle as Company deems appropriate.

In the event of a defect being discovered or a failure to meet an expected service level, Company will commit to meet with Franchisee after any remediation has taken place, in order to address the root causes and discuss any further actions which may be necessary.

Franchisee's Obligations

To ensure Wendy's Brand security and insurability, Franchisee agrees and warrants that it is obligated to meet the Operations Standards Manual (OSM) guidelines with respect to each of its Wendy's Restaurants to receive the WeTech Products and Services set forth in the Schedule. Company may update these and other requirements from time to time and will communicate such updated requirements to Franchisee. Franchisee further agrees to meet the obligations set forth below. Unless Franchisee remains current with all of the requirements and maintains good working condition equipment, it may not be eligible to receive the Services described in this Schedule.

	Obligations
Restaurant Hardware and Devices	• Franchisee must use only approved standard hardware/devices set forth in the Wendy's Restaurant Technology Buyer's Guide including but not limited to POS Terminals, POS Server, KVS Controllers, Inside OCD, and KVM Switch and the Wendy's approved payment hardware/devices set forth in the ACI P2PE Implementation Manual (PIM). • Franchisee must adhere to the same end-of-life parameters as set forth in the Wendy's Restaurant Technology Buyer's Guide and follow any additional Wendy's system guidance. • Franchisee is required to utilize a two PC architecture: One for the Aloha POS Server and one for Manager's PC. • Franchisee is required to not change any NTP (Network Time Protocol) settings on the Wendy's Aloha POS Systems and Wendy's approved Point-to-Point Encryption Payment Systems. • Franchisee is required to purchase required equipment for installation and upgrades from a Wendy's approved certified vendor. • Franchisee is required to issue purchase orders and pay applicable fees to installation vendors and providers as necessary. • Franchisee is responsible to pay any and all applicable sales taxes due to the proper tax jurisdictions and governmental authorities in connection with all orders made. • Franchisee is required to perform and coordinate necessary facility work (e.g.

	Obligations
	electrical) and provide adequate space for technology installations. • Franchisee is required to provide a secure space to receive and store equipment as needed when not in daily operational use. • Franchisee is required to ensure security of devices in possession while in transit outside the assigned restaurant. • Franchisee is required to complete a site survey checklist prior to onsite conversion/installation in order to configure Restaurant system(s) properly. • Franchisee is required to schedule installations/upgrades in advance for installations required to be undertaken in cooperation with Wendy's Implementation and Construction teams. • If requested, Franchisee will close Restaurant(s) early to accommodate overnight installations. • If requested, Franchisee will provide access to Restaurant(s) outside of normal business hours for installation, configuration, and maintenance or other Services. • Franchisee will follow Wendy's provided defined installation standards and documentation. • Franchisee agrees to use only Wendy's approved support providers in connection with hardware maintenance agreements for devices. • Franchisee will ensure equipment is used properly in accordance with applicable laws, regulations, manufacturer's manuals and instructions documentation and vendor communications, and not attempt to adapt or connect any unauthorized devices either directly or remotely. • Franchisee will regularly inspect Restaurant devices for any signs of tampering, replacement or presence of skimming or other suspicious devices (e.g. unexpected attachments or cables, missing or changed security labels, broken or differently colored casing, changes to the serial number or other external markings). • Franchisee will not allow unannounced service technician visits, accept unannounced upgrades or install, replace or return any device to service and requiring positive identification. • Franchisee will ensure the use of and accessibility to the Restaurant devices complies with Title III of the American with Disabilities Act of 1990, as amended, and all other applicable laws, rules, regulations, ordinances, building codes, fire codes and permit requirements. • Franchisee will follow all Company processes, timelines and instructions in connection with submitting and approving a request for vendor to utilize HR Bridge, access the CFC database and other Wendy's technology.
Network & Infrastructure	• Franchisee must leverage a Single-NIC (Network Interface Card) network architecture. • Franchisee uses a Wendy's certified Managed Network Service Provider (MNSP) as defined in the 'Wendy's Technology Solution Provider Secure Managed Network Service Provider (MNSP) Buyer's Guide'.

	Obligations
	• Franchisee uses and maintains the Wendy's approved standard firewall hardware and configuration that complies with PCI-DSS standards and provides restrictive ingress and egress filtering that allows only required business applications. • Franchisee has 3 network switches, 1 for Aloha systems, 1 for Payment systems and 1 for the DMZ BackOffice that meet the Company's standard requirements. • The Cardholder Data Environment is segmented from other systems not required to utilize the Aloha POS system. • Franchisee should seek out the best broadband connection available with a minimum download speed of 10Mb/s and 1Mb/s upload speed. • Franchisees should pursue appropriate cellular backup technology to ensure operations. • Franchisee is required to use only a Wendy's Certified Installer for all activities, including network cabling. • Franchisee is required to ensure device equipment TCPIP configuration do not change. • Franchisee is required to ensure that all electrical and low voltage installers have proper permits and meet local codes as necessary.
PCI DSS	• Wendy's has outlined Franchise responsibilities regarding PCI DSS in the Wendy's Operations Standards Manual. The Franchisee is responsible to ensure compliance with all PCI-DSS requirements applicable. • Franchisee is required to follow documented procedures and otherwise comply with the Operations Standards Manual, the P2PE Instruction Manual (PIM) and all supplemental documentation, processes and training materials provided or made available to Franchisee. • Franchisee is required to provide to Wendy's a list of all third-party service providers that store, process, or transmit cardholder data on the Franchisee's behalf, or manage components (including, without limitation, routers, firewalls, databases, physical security, and/or servers), or that can impact the security of Franchisee's card holder environment. The list should at a minimum include a description of services, system components supported, and the specific PCI DSS requirements covered by the service provider. • Franchisee is required to ensure all applicable systems are scanned for vulnerabilities as defined by the PCI DSS. • Franchisee is required to maintain an accurate inventory of all restaurant devices and provide to Wendy's annually or upon request.
Patching / Anti-Virus	• Franchisee shall use only a Wendy's approved Back Office provider. • Franchisee will not reverse engineer, disassemble or otherwise seek to obtain access to the source code for any software provided or otherwise made available by Company. • Franchisee must have obtained a license to use the applicable NCR products from NCR or one of NCR's authorized distributors. • Franchisee will provide prior written notice to Company before switching any approved technology vendors. If Franchisee switches vendors, Franchisee must

	Obligations
	request new credentials from Company in accordance with this Schedule and Company policy.
Payment	• Franchisee shall ensure payment system devices are used in a proper way and in accordance with the manufacturer's manuals or instructions. • Franchisee shall ensure payment system devices are used in compliance with applicable laws, regulations, documentation and communications, including, but not limited to: o Payment system device regular physical inspections. o Payment system device missing or tampering reporting requirements. o Acceptable devices that can be connected to the payment network. o Payment system device installation or replacement instructions. o Access control of payment system devices and their connections. o Physically securing all payment system devices to prevent unwanted tampering, removal or substitution. o Storage of payment system devices when not in daily operational use. o Security of payment system devices while in transit outside the assigned Restaurant. o Requiring positive identification of any support or repair personnel that attempt to access any payment system devices. o Not allowing unannounced service technician visits, not accepting unannounced upgrades and not installing, replacing or returning any devices without first checking with Franchisee's Help Desk provider. o Follow documented procedures for payment system device moves, adds and changes. o Follow documented procedures and otherwise comply with the Operations Standards Manual, the P2PE Instruction Manual (PIM) and all supplemental documentation, processes and training materials provided or made available to Franchisee. o Ensure compliance with all PCI-DSS requirements applicable to the payment system.
Miscellaneous	• As applicable for HR Bridge related services, Franchisee will follow all Company processes, timelines and instructions in connection with submitting and approving vendor requests for HR Bridge usage and access to the CFC database including entering into the NCR Commercial Agreement which governs the use of HR Bridge and access to the CFC database. o NCR is to work with vendor to provide a license to use its software development kit to create, test and support the HR Bridge interface and to license such interface to Franchisee. o NCR is to work with vendor to provide support for certain onboarding, development processes, deployment, ongoing web service calls, and escalated support services. o Vendor will provide support and maintenance services through its

	Obligations
	technical center for operations and technical issues regarding the HR Bridge interface. o Vendor will be responsible for: (i) providing and maintaining the appropriate operating environment for the HR Bridge interface; (ii) all interaction with and responsibility to Franchisee with respect to the HR Bridge interface; (iii) compliance with all laws, guidelines and standards applicable to the HR Bridge interface; and (iv) satisfying certain requirements with respect to its Business Process, Development, Quality Assurance and Personnel. o Franchisee must have obtained a license to use the applicable NCR products from NCR or one of NCR's authorized distributors in order to access or use the HR Bridge interface and must have paid for such license. o Franchisee will be responsible for all costs payable to vendor and NCR in connection with its use of HR Bridge and access to the CFC database, including, without limitation, payment of NCR's then-current license fee and installation, activation, subscription, support and maintenance fees. • Vendor will manage regular CFC user maintenance, including web service, and will be responsible for managing the password rotation schedule and implementing password changes in accordance with Company's instructions or policies. • Franchisee will provide prior written notice to Company before switching approved vendors. If Franchisee switches vendors, Franchisee must request new credentials from Company in accordance with this Schedule and Company policy. • Franchisee and vendor will utilize HR Bridge and access the CFC database in accordance with all applicable laws, regulations, documentation and communications, including, without limitation, all security rules, access controls and other requirements and limitations established by Company (***e.g.***, only accessing Franchisee-specific information). • Franchisee and vendor will utilize HR Bridge and access to the CFC database in accordance with all applicable laws, regulations, documentation and communications, including, without limitation, all security rules, access controls and other requirements and limitations established by Company (e.g., only accessing Franchisee-specific information). Franchisee acknowledges and agrees that, in addition to and without limiting any provision of the Agreement: (i) Franchisee and vendor will use the Services, utilize HR Bridge and access the CFC database without relying upon any representations or warranties from Company or its Affiliates; (ii) Franchisee and vendor will assume all risks resulting from the Services or Franchisee's or vendor's use of HR Bridge and access to the CFC database; (iii) Company and its Affiliates will have no liability to Franchisee or vendor for any direct or indirect damages resulting from the Services or Franchisee's or vendor's use of HR Bridge or access to the CFC database; and (iv) Franchisee will indemnify and hold harmless Company and its Affiliates from all third party claims that relate to Franchisee's or vendor's breach of this Schedule, use of the Services, utilization of HR Bridge or access to the CFC database.

[END OF SCHEDULE 1 – PRODUCTS AND SERVICES]

SCHEDULE 2
to Wendy's Technology Products and Services Agreement

[*U.S.*]

Fees and Payment Terms

This Schedule 2 (this "**Schedule**") is attached to and made a part of the Wendy's Technology Products and Services Agreement between Company and Franchisee (the "**Agreement**"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. In the event of a conflict between this Schedule and the Agreement, the terms of this Schedule will control.

1. Fees
   The fees for each restaurant for the Products and Services provided by Company to Franchisee pursuant to the Agreement ("Fees") shall be invoiced by Company or its Affiliates to Franchisee on a quarterly basis, at the beginning of each quarter.

   The annual Fees per restaurant, as applicable, are set forth in the table below.

U.S. Tier Thresholds (USD)			
Tier	**Sales Thresholds (Dec. 2022 trailing 12 mos.)**	**Annual Amount**	**Without Wendy's HelpDesk**
Low	<$1.5M	$6,500	$5,500
Medium	$1.5-1.9M	$9,000	$8,000
High	>$1.9M	$12,000	$11,000

2. Payment
   Franchisee shall pay the Fees to Company within thirty (30) days of the invoice date.

3. Returned Payments
   Time is of the essence for the payment of the Fees in accordance with the Agreement. If any payment made by Franchisee under the Agreement is returned or denied for non-sufficient funds or any other reason, Franchisee shall pay to Company or its Affiliates an amount equal to $50 United States dollars (or the equivalent in Canadian dollars (using an exchange rate reasonably established by Company) as applicable) for each such returned payment.

4. Late Payments
   Company reserves the right to charge interest on any past due amounts at the rate of one and one-half percent (1.5%) per month (or the highest rate permitted by law, if less).

WENDY'S DIGITAL PRODUCTS AND SERVICES AGREEMENT

This **WENDY'S DIGITAL PRODUCTS AND SERVICES AGREEMENT** (this "Agreement") is a legal contract between you (the entity on whose behalf you are approving this Agreement) ("you" or "Franchisee") and WENDY'S DIGITAL, LLC ("Company") confirming the terms and conditions applicable to your use of certain products and services. The parties hereby agree as follows:

1. Definitions

Initially capitalized terms used but not defined elsewhere in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity which, directly or indirectly, controls, is controlled by, or is under common control with, Company.

1.2 "Effective Date" means the last date of signature.

1.3 "Franchisee" means (i) the person or entity entering into this Agreement, and (ii) each entity and individual who is a "Franchisee"/"Franchise Owner" as defined in the Franchise Agreement.

1.4 "Franchise Agreement" means the Quality Is Our Recipe, LLC ("QIOR") Unit Franchise Agreement and all other franchise agreements between QIOR and Franchisee that may be in force at any time.

1.5 "Products and Services" means certain products and services, as more fully described in a Schedule, including the attached Schedule 1, that Franchisee may purchase and/or is required to purchase.

1.6 "Restaurants" means the "Wendy's"/"Wendy's Old Fashioned Hamburgers" restaurants that are owned by Franchisee. Restaurants shall include any new restaurants built or purchased by Franchisee during the term of this Agreement.

1.7 "Schedule" means a schedule or other document incorporated herein by reference that sets forth the Products and Services to be purchased by Franchisee, the fees to be paid for such Products and Services and/or any additional terms and conditions applicable to such Products and Services.

1.8 "Software" means software identified in a Schedule.

2. Term

2.1 General. This Agreement shall commence upon the Effective Date and will continue through December 14, 2022, unless otherwise terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew for successive one (1) year periods, unless Company notifies Franchisee that it does not wish to renew this Agreement upon at least thirty (30) days' written notice prior to the end of the then-current term. For the avoidance of doubt, this Agreement shall remain in effect for so long as any Schedule is in effect.

2.2 Franchise Agreement Term. Products and Services will commence on the Effective Date and continue throughout the remaining term of the respective Franchise Agreements, or any extension or renewal thereof, unless this Agreement is sooner terminated in accordance with its terms. This Agreement will automatically terminate upon any termination or expiration of all Franchise Agreements with Franchisee.

3. Products and Services

3.1 Description of Products and Services. Company has identified certain Products and Services to be purchased by Franchisee, including the attached Schedule 1 and in the Operations Standards Manual, policy statements, or bulletins.

3.2 Approved Suppliers. As an approved supplier, Company or its Affiliates will provide the Products and Services in accordance with the Franchise Agreement, the Information Security Section of the Operations Standards Manual, this Agreement and the Schedules to this Agreement. Franchisee agrees to purchase the Products and Services only from approved suppliers.

3.3 PCI-DSS Documentation. To the extent applicable to the Products and Services, a matrix outlining Franchisee's responsibility for PCI-DSS compliance and Company's role in supporting Franchisee in achieving its responsibility will be available upon request. The responsibility matrix is intended for use by Franchisee and its qualified security assessor for use in the PCI compliance audit process. In addition to what is described in the responsibility matrix, Franchisee is ultimately responsible for all PCI requirements related to Franchisee-maintained software and systems.

3.4 Changes to Products and Services. Unless otherwise provided in a Schedule, Company may discontinue, update or amend any Products and Services identified in a Schedule upon at least thirty (30) days' written notice to Franchisee. Franchisee agrees to obtain all required Products and Services designated from time to time by Company.

3.5 Franchisee Obligations. Franchisee shall provide Company with information, assistance, or access to its personnel and systems as reasonably necessary for Company to provide the Products and Services. From time to time, Company may need to contact Franchisee's providers in connection with performing certain Services. By accepting and agreeing to the terms and conditions of this Agreement, Franchisee hereby authorizes Company to act on Franchisee's behalf for the purpose of opening tickets, obtaining information (including, without limitation, information about transactions, processing and chargebacks), requesting replacement hardware, requesting configuration changes, implementing fraud prevention measures, and taking such other steps (e.g., implementing updates or making changes to software, networks or systems as required to ensure and maintain the proper operation of the Products and Services) as Company determines, in its reasonable discretion, are necessary or appropriate to provide such Services. For clarification and to avoid any confusion, Franchisee hereby authorizes Company to obtain information about transactions placed in-restaurant or via mobile order or other pay application, and processed by service providers (e.g. payment processors, delivery partners), including chargeback information to help monitor chargeback activities and implement any necessary measures to reduce and prevent fraud related and other chargebacks. Franchisee shall be responsible for the actions of its employees, officers, contractors, representatives and agents to comply with this Agreement and all applicable license terms. Franchisee is responsible for access management with respect to the Products and Services, including, without limitation, terminating access (or notifying Company to terminate access) for its employees, officers, contractors, representatives and agents. Franchisee agree that its use of the Products and Services under this Agreement will comply with all applicable laws.

3.6 Prior Agreement and Schedules. In the event that Franchisee has received any products or services pursuant to a separate services agreement related to the subject matter of this Agreement and/or its Schedules (the "Prior Agreement"), the terms of this Agreement and the Schedules to this Agreement supersede and replace the Prior Agreement and any schedules entered into under the Prior Agreement.

4. Licenses

4.1. License to Use Software. Certain Products and Services may require Franchisee to enter into a separate Software license agreement with either Company or a third-party service provider. Use of Software will be subject to the terms and conditions of this Agreement and any license agreement applicable to such Software. Any Software license is effective only during the term of this Agreement. It is expressly understood and agreed that the licenses or rights for access granted to Franchisee are temporary, limited, personal, non-exclusive, non-assignable, and non-transferable, except as otherwise set forth herein and in the applicable license agreement.

4.2. Restrictions on Use. Except as provided herein or in any license agreement applicable to the Software, Franchisee is strictly prohibited from making any modifications, enhancements or other adaptations and customizations to, and from otherwise preparing derivative works of, any Software, whether through the use of its own employees or independent contractors. Franchisee shall not disassemble, decompile, decode, reverse engineer, reprint, transcribe, extract, adapt, translate or modify the Software, or any portion thereof, without the express written consent of Company.

4.3. No Other Rights Granted. Apart from the license rights granted in this Agreement or any license agreement applicable to the Software, this Agreement does not grant to Franchisee any ownership, right, title, or interest, nor any security interest or other interest, in the Software or in any intellectual property rights therein.

5. Fees and Payment

5.1 Fees. The fees for the Products and Services shall be as separately set forth in a Schedule (the "Fees"). Notwithstanding any other provision of this Agreement, the Fees as set forth in any Schedule are subject to change in Company's discretion, upon at least ten (10) days' written notice to Franchisee, via Wendy's Communications email, WeConnect posting, or other communication means by the Company which provides reasonable notice to Franchisee. Franchisee agrees to maintain current and valid bank account information on-file with Company for all payment settlement under this Agreement.

5.2 Taxes. Any sales, use, excise, value-added or ad valorem taxes levied or imposed upon operations reasonably required in the complete performance of this Agreement, except for taxes imposed upon the net income, gross receipts or net worth of Company or its Affiliates, shall be the responsibility of Franchisee (including any interest or penalties), and Franchisee shall indemnify and hold harmless Company and its Affiliates for any such amount that Company or its Affiliates are required to pay, or reasonably chooses to voluntarily pay, to any taxing authority. Company or its Affiliates agree to take all reasonably necessary steps to bill to and collect from Franchisee, and to report and pay directly to the appropriate taxing authority, any federal, state or local sales or use tax, or other excise tax, imposed upon or measured by any payment Franchisee is required to make to Company or its Affiliates under this Agreement. At Franchisee's written request, which must be timely given to Company, and entirely at Franchisee's expense, which shall include all litigation expenses such as, but not limited to, attorneys' fees, Company or its Affiliates will cooperate with Franchisee as is reasonably necessary in contesting any assessment or threat of assessment of tax, or related fee, penalty, late charge, or interest, for which Franchisee is liable under this Section 5.2.

5.3 Returned Payments. Time is of the essence for the payment of the Fees in accordance with this Agreement. If any payment made under this Agreement is returned for any reason, Franchisee shall pay to Company or its Affiliates an amount equal to returned amount for such returned payment.

6. Allocations of Risk

6.1 Representations and Warranties. You represent that you have obtained any consent you require from your management, your board of directors and any third parties to the extent consent is necessary to authorize you to enter into and perform this Agreement. You warrant that the representations set forth in this Agreement will remain true throughout the term of this Agreement and that full performance of your duties under this Agreement will not conflict with your performance under any other legally binding agreement. You agree that, in the event that any of your representations or warranties under this Agreement ceases to be true or accurate, you will promptly provide written notice to Company.

6.2 General Disclaimers. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU REPRESENT THAT YOU ARE ENTERING INTO THIS AGREEMENT WITHOUT RELYING UPON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT OR DOCUMENTS INCORPORATED HEREIN. ACCORDINGLY, YOU AGREE TO ASSUME ALL RISKS FROM USE OF THE PRODUCTS AND SERVICES AND ACKNOWLEDGE THAT THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL DEFECTS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, AND ALL WARRANTIES THAT MAY OTHERWISE BE IMPLIED. NO WARRANTIES ARE MADE ON THE BASIS OF TRADE USAGE, COURSE OF TRADE, OR COURSE OF PERFORMANCE.

6.3 Limitation of Liability. YOU AGREE THAT COMPANY, WENDY'S INTERNATIONAL, LLC, WENDY'S TECHNOLOGY, LLC, QIOR AND THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE "WENDY'S ENTITIES") WILL HAVE NO LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING THEORIES OF CONTRACTUAL LIABILITY, TORT LIABILITY, OR STRICT LIABILITY), NOR ANY LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, EVEN IF THEY KNEW OR SHOULD HAVE KNOWN THAT THOSE KINDS OF DAMAGES WERE POSSIBLE. THE WENDY'S ENTITIES' MAXIMUM CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NEVER EXCEED THE AGGREGATE AMOUNT PAID BY FRANCHISEE UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS PRIOR TO THE ALLEGED ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. YOU IRREVOCABLY WAIVE ANY AND ALL CLAIMS THAT YOU HAVE OR MAY HAVE IN THE FUTURE AGAINST THE WENDY'S ENTITIES FOR DIRECT DAMAGES IN EXCESS OF THE FOREGOING LIMIT. YOU ACKNOWLEDGE THAT THIS SECTION IS AN ESSENTIAL PART OF THIS AGREEMENT, ABSENT WHICH THE ECONOMIC TERMS AND OTHER PROVISIONS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

6.4 Franchisee Indemnity. Franchisee shall indemnify and hold harmless the Wendy's Entities and their officers, directors, members and shareholders, from and against any and all third party claims, suits, losses, liabilities, damages, settlements, costs and expenses, including reasonable attorneys' fees, which are based on, relate to or arise from breach of this Agreement or use of the Software or the Products and Services by Franchisee or Franchisee's employees, officers, contractors, representatives and agents, including without limitation, Franchisee's violation of any licenses or sublicenses granted hereunder or any license agreement otherwise applicable to the Software, failure to adhere to PCI standards, violation of any Privacy and Data Security Laws (defined below), or any unauthorized access or compromise of

Franchisee's systems. Franchisee shall also indemnify the Wendy's Entities for any claims arising out of any failure to comply with Franchisee's responsibilities as set forth in the Information Security Section of the Operations Standards Manual. Company agrees to promptly notify Franchisee in writing of any such claim and cooperate reasonably in the defense thereof. "Privacy and Data Security Laws" means all domestic and international privacy and data protection laws, rules, regulations, best practices and regulatory guidance relating to privacy, data security, cybersecurity and Personal Information. "Personal Information" shall have the meaning of such term or like terms set forth in the Privacy and Data Security Laws and industry guidance such as PCI-DSS.

7. General

This Agreement will be governed by the laws of the State of Ohio. For purposes of all claims brought under this Agreement, each of the parties hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Franklin County, Ohio. You acknowledge that Company will have the right to seek an injunction if necessary to prevent a breach of your obligations hereunder. In the event that Company prevails in any proceeding or lawsuit brought by either party in connection with this Agreement, Company will be entitled to receive its costs, expert witness fees and reasonable attorney's fees, including costs and fees on appeal. Except as expressly provided in this Agreement, any waiver of a breach of or right hereunder will not constitute a waiver of any other or subsequent breach or right. If any provision herein shall be held by a court of competent jurisdiction to be contrary to law, that provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions herein will remain in full force and effect. Any notice to be given to a party under this Agreement shall be addressed (a) to Franchisee at its official mailing address on file with Company and (b) to Company as follows: Wendy's Digital, LLC, One Dave Thomas Boulevard, Dublin, OH 43017, Attn: Chief Information Officer. You may not assign this Agreement without Company's prior written consent and any attempted or purported assignment by you shall be null and void. This Agreement, which includes this Agreement and all Schedules, exhibits and other documents attached hereto or incorporated herein by reference, constitutes the entire agreement, understanding and representations, expressed or implied, of the parties with respect to the subject matters described herein, and supersedes all prior written and oral communications, agreements, letters of intent, representations, warranties, statements, negotiations, understandings and proposals, with respect to such subject matters. Except as otherwise expressly stated in this Agreement, the terms of this Agreement may not be amended or modified without the written agreement of you and Company.

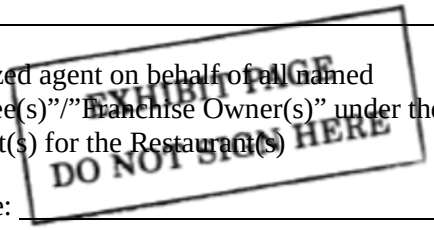
[*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*]

EXHIBIT U

The undersigned represents, warrants and agrees that: (i) he or she is a named "Franchisee"/"Franchise Owner" or an officer of a named "Franchisee"/"Franchise Owner" under the Franchise Agreement(s) for the Restaurant(s); (ii) he or she is specifically authorized to sign and deliver this Agreement on behalf of all persons, corporations, partnerships, and other legal entities constituting the named "Franchisee(s)"/"Franchise Owner(s)" under the Franchise Agreement(s) for the Restaurant(s); and (iii) this Agreement constitutes a valid, binding and irrevocable legal obligation of all such named "Franchisee(s)"/"Franchise Owner(s)" and any guarantors of the Franchise Agreement(s) for the Restaurant(s).

FRANCHISEE:

Sign: _____



as authorized agent on behalf of all named "Franchisee(s)"/"Franchise Owner(s)" under the Franchise Agreement(s) for the Restaurant(s)

Print name: _____

Franchise Group: _____

Title: _____

Date: _____

Schedule 1
In-App Delivery Account Settlement

This Schedule 1 – In-App Delivery Account Settlement (this "**Schedule**") is effective as of the date on which Franchisee accepts and agrees to the Wendy's Digital Products and Services Agreement between Company and Franchisee (the "**Agreement**"). The Agreement is an integral part of this Schedule and is incorporated herein by reference. Capitalized terms used, but not defined herein, shall have the meanings set forth in the Agreement. In the event of a conflict between this Schedule and the Agreement, the terms of the Agreement will control.

A. PRODUCTS AND SERVICES

Company and Franchisee agree that the Products and Services provided by Company or an Affiliate under this Schedule shall be the products and services described herein (the "**In-App Delivery Account Settlement Services**").

In-App Delivery Account Settlement Services. Company has established a process for handling delivery transactions of Wendy's restaurant food and drink products within the Wendy's account digital ordering system via website and mobile application (i.e., "in-app delivery"). The delivery and service fees (and any tips) of the delivery provider for in-app delivery transactions are to be paid for by the customer. The Company will serve as the Merchant of Record for such transactions and centrally manage the cash inflows and outflows with the customer, delivery provider, credit card processor, payment settlement vendor, settlement bank, and Franchisee, potentially among others. This structure is intended to relieve the burden on each individual Franchisee for various obligations on such in-app delivery transactions, including but not limited to, distribution of fees to the delivery provider, issuance of 1099-Ks, and remission of sales taxes to the applicable tax jurisdiction for the delivery. Note: This settlement process applies only to in-app delivery transactions and does not apply to mobile order transactions (*i.e.*, mobile order transactions for pick up at the restaurant location) within the U.S.

- Company will serve as Merchant of Record for such in-app delivery transactions.
- The Company will handle remitting applicable sales tax (including for food and drink and delivery and services fees) to the tax jurisdictions for those in-app delivery transactions.
- Company has identified a payment settlement vendor for settlement of in-app delivery transactions and will serve as a liaison between such payment settlement vendor and Franchisee.
- The payment settlement vendor will process transactions online to the credit card processor and create a settlement file to settle funds to Franchisee's bank account.
- Company will provide payment settlement vendor with necessary information about Franchisee to enable Franchisee's inclusion in payment settlement vendor's online transaction processing system or will notify Franchisee to provide such information directly to payment settlement vendor via online portal.
- Payment Settlement Vendor tracks Franchisee submission of bank account information to payment settlement vendor and acceptance of payment settlement vendor terms via the online portal. Payment settlement vendor will provide a user interface for Franchisee to enter and maintain up-to-date bank account information.
- Company will operate the ordering system, via website and mobile application, whereby customers will submit pick up or delivery orders, as applicable. Company will support orders paid with debit, credit, Wendy's Digital Account, or Wendy's gift cards.
- Company will send orders to Franchisee restaurants. Company will notify Franchisee restaurant when delivery service provider has checked in for order pick-up. If delivery service provider does not check-in by restaurant close, Company will request reversal of payment from payment settlement vendor. If reversal cannot occur timely, the Company will assist in refunding improper

charges or other payment-related failures.

- Company and/or delivery provider will provide the following information to payment settlement vendor for processing of transactions:
  - Total payment processor authorized amount;
  - Order details; and
  - Any applicable fees, including but not limited to, customer service fees, taxes, delivery fees, tip, and franchisee fees.
- Payment settlement vendor will provide secure transaction processing for delivery payments from customers using either debit or credit cards, Wendy's Digital Account or gift cards.
- Payment settlement vendor will send transactions to payment networks or other applicable authorization entity for authorization.
  - All transactions will be treated as sales.
  - Partial authorization will not be supported.
- Payment settlement vendors will credit Franchisee for amount due from each delivery transaction.
- Payment settlement vendor will generate transaction reversals when customers cancel transactions, orders are not picked up, or orders cannot be delivered.
- Payment settlement vendor will settle transactions between Franchisee and payment and gift card processors and networks.
- Payment settlement vendor will assist Company in settlement of customer-disputed transactions.
- Company will generate refund transactions upon request by customer and manage refunds/refund amounts as between the delivery service provider and Franchisee in accordance with the refund matrix as agreed upon with the delivery service provider. Refunds will be automatically deducted from settlement amounts from payment settlement vendor and Franchisee, per applicable restaurant to which the refund applies.
- Company will, or will require payment settlement vendor to, generate reports of order totals by Franchisee restaurant and settle with Franchisee on within three (3) days of settlement.

Support Services

- Franchisee's existing Help Desk provider will handle Level 1 and Level 2 support, with Company providing Level 3 Support Services for Franchisee's payment system upon escalation.
- *Level 1 Support* – Franchisee contacts your current Help Desk provider.
- *Level 2 Support* – Level 1 support will automatically escalate to Level 2 support if warranted. Franchisee may also escalate to Level 2 support within your current Help Desk provider's support escalation process.
- *Level 3 Support* – In the event the issue cannot be resolved by Level 1 or Level 2 support, Company will provide Level 3 support.

B. FRANCHISEE OBLIGATIONS

Franchisee acknowledges and assumes responsibility for the items listed below:

1. Ensure bank account information provided to Company and payment settlement vendor remains accurate and up to date. Franchisee immediately must provide written notice to *RSCManagement@wendys.com* of any changes to Franchisee's bank account information.

2. Accept the terms of service and other agreements of delivery provider(s), payment settlement vendor, processor, and other third parties involved in the in-app delivery account settlement services in connection with the performance of the In-App Delivery Account Settlement Services, and take other steps as Company determines, in its reasonable discretion, are necessary or

appropriate to provide such In-App Delivery Account Settlement Services as directed by Company from time to time.

3. Ensure restaurant hardware and software remains up-to-date and meet the minimum requirements required for payment settlement, as communicated from time-to-time by Company.

Company may update these and other requirements from time to time and will communicate such updated requirements to Franchisee. Unless Franchisee remains current with all of the requirements, it may not be eligible to receive the In-App Delivery Account Settlement Services described in this Schedule.

C. CONSENT

From time to time, Company may need to contact the delivery provider(s), payment settlement vendor, processor, or other third parties involved in the in-app delivery account settlement services in connection with the performance of the In-App Delivery Account Settlement Services. By accepting and agreeing to the terms and conditions of this Schedule, Franchisee authorizes the Company to share Franchisee-related information with such third parties, and consents to the Company obtaining Franchisee-related information from such third parties, and taking such other steps as Company determines, in its reasonable discretion, are necessary or appropriate to provide such In-App Delivery Account Settlement Services.

From time to time, Company may need to access the systems/network of Franchisee in connection with performing certain In-App Delivery Account Settlement Services. This may include, without limitation, collecting information generally possessed or controlled by Franchisee and installing/monitoring threat detection monitoring and forensic analysis tools, whether as preventative measures or in connection with providing incident response services. By accepting and agreeing to the terms and conditions of this Schedule, Franchisee authorizes and gives its formal permission to Company to take all steps as Company determines, in its reasonable discretion, are necessary or appropriate to provide such In-App Delivery Account Settlement Services. Franchisee will provide Company with such access and resources as it may reasonably request to provide the In-App Delivery Account Settlement Services set forth in this Schedule.

D. PROCESSING FEES

As consideration for providing the In-App Delivery Account Settlement Services, Company or its Affiliate will charge Franchisee on a per in-app delivery transaction basis as communicated time to time by Company. As of January 1, 2023, the fee per in-app delivery transaction shall be 3.0% of the total transaction amount (which includes food and beverage subtotal, delivery fee, service fee, sales tax and tip (if any; optional/discretionary)) (the "**Fees**"). The Fees are intended to cover the costs associated with the Company's role as Merchant of Record on such transactions, such as credit card processing fees, third party vendor transaction fees, and chargebacks. The Fees will be reevaluated on a quarterly basis and adjusted as needed based on actual costs incurred. The Fees are subject to change in Company's discretion, upon at least ten (10) days' written notice to Franchisee, via Wendy's Communications email, WeConnect posting, or other communication means by the Company which provide reasonable notice to Franchisee. In accordance with the Agreement, the Fees shall be paid by deduction from the amount due to the Franchisee for the in-app delivery transaction (or by such other method or procedure for payment as designated from time to time by Company).

ITEM 23 - RECEIPT

(Your Copy)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Quality offers you a franchise, Quality 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. New York and Rhode Island require that Quality 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 Quality 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 Quality does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency identified on ***Exhibit A*** to this disclosure document.

The name, principal business address, and telephone number of each franchise seller offering the franchise are as follows: ***(Please select one)***

Kris A. Kaffenbarger, VP, Global System Optimization, Franchise & Portfolio Management
Stephen Piacentini, Vice President – Restaurant Development
Dan March, Director – Global Franchise Recruiting

_____

Wendy's International, LLC and Quality Is Our Recipe, LLC
One Dave Thomas Blvd., Dublin, OH 43017 Phone: (614) 764-3100

The issuance date of this franchise disclosure document is March 23, 2023. Quality authorizes the respective state agents identified on ***Exhibit A*** to receive service of process for us in the particular states, as well as Quality's regular agents for service of process listed in ***Exhibit J***.

I have received a Disclosure Document from Quality dated as of March 23, 2023, that includes the following exhibits:

1.	State Administrator List	-	Exhibit A
2.	The Franchise Agreement (with Ownership Acknowledgment, Guaranty, and DPA attached as exhibits) with Frosty Cart Addendum and various State Addenda	-	Exhibit B
3.	Development Agreement, Groundbreaker Development Agreement, Pacesetter Development Agreement, "Hybrid" Groundbreaker & Pacesetter		Exhibits C-1, C-2, C-3, and C-4
4.	Relationship Agreement		Exhibit D
5.	New Build Minimum Requirements		Exhibit E
6.	Remodel Minimum Requirements		Exhibit F
7.	Refresh Minimum Requirements	-	Exhibit G
8.	Refresh Lite Minimum Requirements	-	Exhibit H
9.	Mid-Term Lite Touch Minimum Requirements	-	Exhibit I
10.	Renewal Agreement	-	Exhibit J
11.	Agents for Service of Process	-	Exhibit K
12.	Preliminary Letter Agreement	-	Exhibit L
13.	Project Management Agreement	-	Exhibit M
14.	REPP Letter of Agreement with exhibits	-	Exhibit N
15.	Build-to-Suit Letter of Agreement with exhibits	-	Exhibit O
16.	Financing Documents	-	Exhibit P
17.	Table of Contents of Operations Manual	-	Exhibit Q
18.	List of Outlets by State	-	Exhibit R-1
	List of Franchise Agreements Signed but Outlets Not Open	-	Exhibit R-2
	List of Former Franchisees	-	Exhibit R-3
19.	Financial Statements	-	Exhibit S
20.	Wendy's Technology Products and Services Agreement	-	Exhibit T
21.	WenDigital Products and Services Agreement	-	Exhibit U

FRANCHISEE:

_____ _____

Date this Disclosure Document Received Print name: _____

On behalf of: _____

(Keep this copy for your records)

ITEM 23 - RECEIPT

(Our Copy)

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Quality offers you a franchise, Quality 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. New York and Rhode Island require that Quality 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 Quality 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 Quality does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency identified on Exhibit A to this disclosure document.

The name, principal business address, and telephone number of each franchise seller offering the franchise are as follows: (Please select one)

Kris A. Kaffenbarger, VP, Global System Optimization, Franchise & Portfolio Management
Stephen Piacentini, Vice President – Restaurant Development
Dan March, Director – Global Franchise Recruiting

_____

Wendy's International, LLC and Quality Is Our Recipe, LLC
One Dave Thomas Blvd., Dublin, OH 43017 Phone: (614) 764-3100

The issuance date of this franchise disclosure document is March 23, 2023. Quality authorizes the respective state agents identified on Exhibit A to receive service of process for us in the particular states, as well as Quality's regular agents for service of process listed in Exhibit J.

I have received a Disclosure Document from Quality dated as of March 23, 2023, that includes the following exhibits:

1.	State Administrator List	-	Exhibit A
2.	The Franchise Agreement (with Ownership Acknowledgment, Guaranty, and DPA attached as exhibits) with Frosty Cart Addendum and various State Addenda	-	Exhibit B
3.	Development Agreement, Groundbreaker Development Agreement, Pacesetter Development Agreement, "Hybrid" Groundbreaker & Pacesetter		Exhibits C-1, C-2, C-3, and C-4
4.	Relationship Agreement		Exhibit D
5.	New Build Minimum Requirements		Exhibit E
6.	Remodel Minimum Requirements		Exhibit F
7.	Refresh Minimum Requirements	-	Exhibit G
8.	Refresh Lite Minimum Requirements	-	Exhibit H
9.	Mid-Term Lite Touch Minimum Requirements	-	Exhibit I
10.	Renewal Agreement	-	Exhibit J
11.	Agents for Service of Process	-	Exhibit K
12.	Preliminary Letter Agreement	-	Exhibit L
13.	Project Management Agreement	-	Exhibit M
14.	REPP Letter of Agreement with exhibits	-	Exhibit N
15.	Build-to-Suit Letter of Agreement with exhibits	-	Exhibit O
16.	Financing Documents	-	Exhibit P
17.	Table of Contents of Operations Manual	-	Exhibit Q
18.	List of Outlets by State	-	Exhibit R-1
	List of Franchise Agreements Signed but Outlets Not Open	-	Exhibit R-2
	List of Former Franchisees	-	Exhibit R-3
19.	Financial Statements	-	Exhibit S
20.	Wendy's Technology Products and Services Agreement	-	Exhibit T
21.	WenDigital Products and Services Agreement	-	Exhibit U

FRANCHISEE:

_____ _____

Date this Disclosure Document Received Print name: _____

On behalf of: _____

(This copy to be dated, signed and returned to Quality, Attn: Franchise Legal Dept.)