

# FRANCHISE DISCLOSURE DOCUMENT

## Chick-fil-A, Inc.

A Georgia Corporation  
5200 Buffington Road  
Atlanta, Georgia 30349  
(404) 765-8000  
www.chick-fil-a.com



The Licensee will use a distinctive system for marketing, preparing and selling, directly or through third-party operators, Chick-fil-A brand products, including a boneless breast of chicken sandwich, from authorized custom facades, counter areas or other retail facilities.

The total investment necessary to begin operation of a Chick-fil-A Licensed Unit is from \$585,500 to \$3,337,000. You are not charged an initial license payment or fee by Chick-fil-A, Inc. or any affiliate in order to obtain a Chick-fil-A license.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sales Development, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998 and (404) 765-8000.

The terms of your contract will govern your license relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.gov](http://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.

Issued: March 31, 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
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit “E” or Exhibit “F”.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit “C” includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Chick-fil-A business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a Chick-fil-A franchisee?</b>	Item 20 or Exhibit “E” or Exhibit “F” lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

### Some States Require Registration

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

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The license agreement requires you to resolve disputes with the franchisor by litigation only in Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Georgia than in your own state.

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

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT “G.”

## **Item 1**

### **THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES**

The franchisor is Chick-fil-A, Inc. (“we,” “us” or “Chick-fil-A”). The person who is granted a license and becomes a Chick-fil-A Licensee is referred to as “you” or “Licensee” throughout this Disclosure Document.

**Chick-fil-A, Inc. and Affiliates:** We are a Georgia corporation formed on March 23, 1964, and we use the trade name Chick-fil-A. We do not do business under any other name. Chick-fil-A’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Chick-fil-A currently has no parents or predecessors required to be included in this Item.

Chick-fil-A Supply, LLC (“CFA Supply”) is our affiliate. CFA Supply is a Georgia limited liability company formed on November 13, 2018 under the name CFA D2Services, LLC. The name of the company was changed to Chick-fil-A Supply, LLC on April 16, 2019. The principal business address for CFA Supply is 5200 Buffington Road, Atlanta, GA 30349-2998. CFA Supply is an approved distributor to carry food products, ingredients, and supplies to licensed, franchised, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply purchases proprietary products from Chick-fil-A, our affiliate Bay Center described in the following paragraph, and other suppliers and resells and delivers them to Chick-fil-A’s licensees, franchisees, and company and affiliate owned Chick-fil-A Restaurants in geographic areas where it operates. CFA Supply may be the only approved primary distributor serving the geographic area where it operates. CFA Supply began operations in July 2019.

Bay Center Foods, LLC. (“Bay Center”) is our affiliate. Bay Center is a Georgia limited liability company formed on December 14, 2018 under the name Bay Center, LLC. The name of the company was changed to Bay Center Foods, LLC on January 4, 2019. Bay Center’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Bay Center produces Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce our proprietary Chick-fil-A branded lemonade. Bay Center is an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. Bay Center began operations in 2020.

Chick-fil-A Canada ULC (“CFA Canada”) is our affiliate. CFA Canada is a British Columbia unlimited liability company incorporated on September 19, 2017. CFA Canada’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Canada offers, in Canada only, franchises and licenses for the development of a system of retail quick-service restaurants in Canada under the trademark “Chick-fil-A” specializing in a boneless breast of chicken sandwich. CFA Canada offers its franchises and licenses under separate Canadian Disclosure Documents. CFA Canada may also operate various Chick-fil-A and other restaurants itself from time to time in Canada in the future directly or through its affiliates and subsidiaries. CFA Canada began operations in May 2019.

Chick-fil-A (PR) LLC (“CFA Puerto Rico”) is our affiliate. CFA Puerto Rico is a Puerto Rico limited liability company formed on August 26, 2020. CFA Puerto Rico’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Puerto Rico offers franchises and licenses for the development of a system of retail quick-service restaurants only in Puerto Rico under the trademark “Chick-fil-A” specializing in a boneless breast of chicken sandwich. CFA Puerto Rico offers its franchises and licenses under separate Puerto Rico Disclosure Documents. CFA Puerto Rico may also operate various Chick-fil-A and other restaurants itself from time to time in Puerto Rico in the future directly or through its affiliates and subsidiaries. CFA Puerto Rico began operations in July 2021.

CFA Servco, Inc. (“CFA Servco”) is our affiliate. CFA Servco is a Virginia corporation formed on January 1, 2016. CFA Servco was originally formed June 29, 2004 as a Colorado corporation, converted to a Florida corporation effective December 31, 2012 and converted to a Virginia corporation effective January 1, 2016. CFA Servco’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Servco administers a gift card program for Chick-fil-A company-owned restaurants, franchised Chick-fil-A Restaurants and Chick-fil-A Licensed Units. CFA Servco may be the only approved supplier of gift card services for the geographic area where it operates. CFA Servco began operations in 2004.

**Chick-fil-A, Inc.’s Agents for Service of Process.** A list of our agents for service of process in various states is contained in Exhibit “A” to this Disclosure Document.

**Chick-fil-A’s Business:** Chick-fil-A’s principal business is the development of a system of retail quick-service restaurants specializing in a boneless breast of chicken sandwich. Most of these restaurants are operated by franchised operators who are independent contractors. Chick-fil-A franchised operators (which include individuals and business entities) are sometimes referred to in this Disclosure Document as “Operators”. Chick-fil-A also operates various Chick-fil-A and other restaurants itself from time to time and may do so in the future directly or through its affiliates and subsidiaries. Chick-fil-A also has granted licenses to Chick-fil-A licensees (“Licensees”) and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations (“Licensed Sites”) to sell Chick-fil-A brand products at these locations (“Licensed Units”). The limited-menu, quick-service restaurants operated by Chick-fil-A, its affiliates and subsidiaries, its franchised Operators and its Licensees are sometimes referred to in this Disclosure Document as “Chick-fil-A Restaurants.”

Franchised Operator and company and affiliate owned Chick-fil-A Restaurants are established in free-standing locations (“free-standing units”) as well as in non-free-standing locations, including mall and in-line units (sometimes referred to collectively as “mall units”), locations which are drive through only (“drive-thru only units”) and non-traditional locations where Chick-fil-A has direct access to the owners or managers of the location premises and can conduct a restaurant business or concession without the need to utilize Licensees or prospective Licensees (“satellite units”). Mall units are generally located in shopping malls and shopping centers. In-line units are generally located in shopping centers, office buildings and downtown areas. As its name implies, a drive-thru only unit does not provide eat-in, dining room service. Satellite units are generally located in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. Satellite units may feature and serve only a limited number of menu items, and may be seasonal or open limited hours. Chick-fil-A offers its franchises to prospective Operators under a different Disclosure Document.

This Disclosure Document addresses and concerns the offering of a license to a prospective Chick-fil-A Licensee. As set forth above, the person who becomes a Chick-fil-A Licensee will be referred to as “you” or “Licensee” throughout this Disclosure Document.

Most Licensees commence operating new Chick-fil-A Licensed Units. Chick-fil-A seeks prospective Licensees on a continuing basis and offers some of them the right to become Licensees depending on their qualifications, and the availability of a suitable Licensed Site or the suitability of the Licensed Site proposed by the Licensee.

**The Chick-fil-A<sup>®</sup> Licensed Unit:** A Chick-fil-A Restaurant is a limited-menu, quick-service restaurant with its primary product being a boneless breast of chicken sandwich known as a Chick-fil-A<sup>®</sup> Chicken Sandwich. In addition to the Chick-fil-A<sup>®</sup> Chicken Sandwich, menu items at a Chick-fil-A



Restaurant include the Chick-fil-A<sup>®</sup> Spicy Chicken Sandwich, Chick-fil-A<sup>®</sup> Grilled Chicken Sandwich, Chick-fil-A<sup>®</sup> Nuggets, Chick-fil-A Chick-n-Strips<sup>®</sup> Cool Wrap<sup>®</sup>, Chick-fil-A Waffle Potato Fries<sup>®</sup>, salads and soft drinks, as well as hand-spun milkshakes, freshly squeezed lemonade and a variety of breakfast items, including our Chick-fil-A<sup>®</sup> Chicken Biscuit, Egg White Grill, Hash Brown Scramble Burrito, Chick-n-Minis<sup>®</sup>, and Greek Yogurt Parfait items.

Chick-fil-A's relationship with its Licensees is governed and defined by a written license agreement which is referred to in this Disclosure Document as a "License Agreement". Chick-fil-A Licensed Units are established in existing facilities such as cafeterias and food courts or operated from custom facades, counter areas or other retail facilities located in Licensed Sites to which you have access or control. You may own a Licensed Site, or lease a Licensed Site from a third party, and operate the Chick-fil-A Licensed Unit directly ("Self-Operators"). Alternatively, you may provide food service at a Licensed Site through a contractual arrangement with the owner or lessee (a "Third Party") of the Chick-fil-A Licensed Unit as part of providing such food service to the Third Party at the Licensed Site ("Food Service Providers"). If you act as a Food Service Provider, you may utilize persons in the operation of the Chick-fil-A Licensed Unit who are employees of the Third Party. In such instances, you will be subject to certain additional requirements under the License Agreement for Food Service Providers to which Self-Operators are not subject. Other than these additional requirements for Food Service Providers, which are discussed in this Disclosure Document, the terms of the License Agreement signed by Food Service Providers and the terms of the License Agreement signed by Self-Operators are the same. Both the License Agreement for Self-Operators and the License Agreement for Food Service Providers are attached to this Disclosure Document as Exhibits "B-1" and "B-2," respectively. Unless otherwise noted in this Disclosure Document, the term "License Agreement" includes both of these versions of the License Agreement and the term "you" includes both Self-Operator Licensees and Food Service Provider Licensees.

In order to become a Licensee, you will be required to sign a License Agreement (Exhibits "B-1" and "B-2") and agree to operate your Chick-fil-A Licensed Unit in full compliance with Chick-fil-A's standards and specifications. You will initially be licensed to operate a single Chick-fil-A Licensed Unit. Once you begin operating your Chick-fil-A Licensed Unit, Chick-fil-A may offer you the opportunity to operate one or more additional Chick-fil-A Licensed Units at the same or a different Licensed Site. Chick-fil-A is under no obligation to offer you the opportunity to operate an additional Chick-fil-A Licensed Unit and reserves the right to never offer you the opportunity to operate an additional Chick-fil-A Licensed Unit. The terms and conditions for operating any additional Chick-fil-A Licensed Unit offered to you by Chick-fil-A after your first Chick-fil-A Licensed Unit, if any, will be governed by your License Agreement or, alternatively as a condition of Chick-fil-A's approval, a new, separate, then-current form of License Agreement for each such additional Chick-fil-A Licensed Unit, and the payment of an initial license fee for each such additional Chick-fil-A Licensed Unit, if Chick-fil-A generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

Although Chick-fil-A, its franchised Operators and its Licensees market Chick-fil-A brand products broadly, we find that the typical Chick-fil-A customer is in the 18-44 age group. We believe that the market for Chick-fil-A products in the broader Sunbelt region from Pennsylvania south through Texas is relatively developed. The market for Chick-fil-A brand products is developing in other parts of the United States. As a general matter, sales of Chick-fil-A brand products are not seasonal. However, you may experience higher or lower sales during certain seasons of the year depending on the nature of the business or other activities conducted at the Licensed Site at which your Chick-fil-A Licensed Unit is located.

**Applicable Laws and Regulations.** Your Chick-fil-A Licensed Unit will be subject to laws, rules and regulations affecting businesses generally. You will be required to comply with all such laws, rules and regulations that apply to businesses generally, including, without limitation, public health laws, tax laws

and regulations, labor, employment and wage and hour laws and regulations, insurance laws and regulations, privacy laws, regulations, and industry standards, business licensing requirements, immigration and homeland security laws, restrictions against smoking in public places and restaurants, the public posting of notices regarding nutritional information, health hazards, fire safety, general emergency preparedness, rules regarding the proper use, storage and disposal of waste materials, insecticides, and other hazardous materials, standards regarding employee health and safety, sexual harassment laws and any other federal, state and local regulations and ordinances which may be in effect. As a food service business, your Chick-fil-A Licensed Unit may be subject to additional laws, rules and regulations regulating the storage, preparation, packaging, labeling and sale of food and beverages to the public, food safety, refuse and sanitation standards and procedures for waste materials and packaging, nutritional claims or other types of advertising, menu or product labeling or information, and the use or maintenance of equipment involved in the preparation of frozen drinks and other products. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your Chick-fil-A Licensed Unit, and to obtain and comply with all licenses and licensing requirements necessary for your Chick-fil-A Licensed Unit to open and operate. We encourage you to investigate and make inquiries regarding all these laws.

**Competition.** You will compete with other quick-service restaurants located near your Chick-fil-A Licensed Unit, including possibly other Chick-fil-A Restaurants (including other Licensed Units) located in or marketing in the geographic vicinity of your Chick-fil-A Licensed Unit, as well as any other quick-service restaurants or other food service operations located at the Licensed Site at which your Chick-fil-A Licensed Unit is established. Primary competition for Licensed Units is from franchised and other food service operations located at the Licensed Site in which your Chick-fil-A Licensed Unit may be located. In some cases, competition may also arise from other restaurants and food service operations located outside of the immediate premises of your Licensed Site. These restaurants and food service operations may be associated with national or regional chains (whether or not franchised) or may be local, independent or institutional restaurant locations.

**Prior Business Experience:** S. Truett Cathy, the Founder of Chick-fil-A, opened his first restaurant, the Dwarf Grill, in Hapeville, Georgia, in April 1946. The first Chick-fil-A Restaurant in a shopping mall opened for business on November 24, 1967, and the first free-standing Chick-fil-A Restaurant opened for business on April 16, 1986. Chick-fil-A has owned and operated Chick-fil-A Restaurants similar to the type of Chick-fil-A Licensed Unit to be operated by you as a Licensee, since 1967.

The first Chick-fil-A Restaurant opened in a mall location was also the first Chick-fil-A Restaurant operated by an Operator. Chick-fil-A commenced offering prospective restaurant Operators the opportunity to become Operators pursuant to a Disclosure Document on February 10, 1987. Chick-fil-A commenced offering prospective Licensees, who have access to locations such as schools, workplaces, universities and airports, the opportunity to become Licensees pursuant to a Disclosure Document on May 4, 1992. Franchises are offered to Operators under a separate disclosure document and not under this Disclosure Document. Chick-fil-A has never offered a franchise in any other line of business. (See Item 20 for further information on numbers and locations of franchised Chick-fil-A Operator Restaurants, Licensed Units and Company-operated Restaurants.)

CFA Supply has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a Licensee. CFA Supply has never offered or sold franchises or licenses for Chick-fil-A Restaurants or in any other line of business.

Bay Center has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a Licensee. Bay Center has never offered or sold franchises or licenses for Chick-fil-A Restaurants or in any other line of business.

CFA Canada has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a Licensee. CFA Canada has been offering franchises for Chick-fil-A Restaurants in Canada since May 2019. CFA Canada has never offered or sold franchises or licenses in any other line of business.

CFA Puerto Rico has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a Licensee. CFA Puerto Rico has been offering franchises for Chick-fil-A Restaurants in Puerto Rico since July 2021. CFA Puerto Rico has never offered or sold franchises or licenses in any other line of business.

CFA Servco has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Servco has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

## **Item 2**

### **BUSINESS EXPERIENCE**

#### **Chair of the Board and Vice President, Executive Office – Dan T. Cathy**

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 1979, and Chair of the Board since November 2013. Mr. Cathy has served as Vice President, Executive Office since November 2021. From November 2013 until November 2021, Mr. Cathy served as Chief Executive Officer of Chick-fil-A, and Assistant Secretary from June 2001 until November 2021. From June 2001 through April 2016, Mr. Cathy served as President and Chief Operating Officer of Chick-fil-A. Mr. Cathy also served as President of CFA Servco from June 2004 to November 2021, President of CFA Supply from November 2018 until November 2021, President of Bay Center from December 2018 to November 2021, President and Director of CFA Canada from September 2017 until November 2021, and President of CFA Puerto Rico from August 2020 to November 2021.

#### **Director, Chief Executive Officer, and Assistant Secretary – Andrew T. Cathy**

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 2022. Since November 2021, Mr. Cathy has served as Chief Executive Officer and Assistant Secretary of Chick-fil-A. From July 2019 through October 2021, he served as Executive Vice President, Operations. From January 2015 through June 2019, he served as Senior Vice President, People, and from November 2013 through December 2014, he served as Vice President, People. From January 2012 through October 2013, Mr. Cathy served as Director, Franchisee Selection. From January 2011 through December 2011, Mr. Cathy served as Management Consultant, Franchisee Selection. From July 2007 through December 2010, Mr. Cathy was a Franchisee Consultant. Since November 2021, Mr. Cathy has served as President of CFA Supply, Bay Center, CFA Servco, and CFA Puerto Rico. He has served as President and Director of CFA Canada since November 2021. Mr. Cathy served as Vice President of CFA Canada from September 2017 through October 2021, and Vice President of CFA Puerto Rico from August 2020 through October 2021.

#### **Director, Executive Vice President, and Chairman of the Board, STC Brands, Inc. – Donald M. “Bubba” Cathy**

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since February 2004. Mr. Cathy has served as Executive Vice President of Chick-fil-A since April 2012. From November 1994 through April 2012, he served as Senior Vice President of Chick-fil-A.

#### **Director – Cheryl A. Bachelder**

Ms. Bachelder has served as a member of the Board of Directors of Chick-fil-A since April 2019. She has served as a Board Member of US Foods since October 2018. Ms. Bachelder served as Interim Chief Executive Officer of Pier 1

Imports, Inc. in Fort Worth, Texas from December 2018 through November 2019 and served as a Director of that company from October 2012 until 2020.

#### **Director – Dale Jones**

Mr. Jones has served as a member of the Board of Directors of Chick-fil-A since January 1, 2021. He has served as a Board Member of Trilith Studios in Atlanta, Georgia since January 2022 and Outset Medical in San Jose, California since May 2022. He has served as Chief Executive Officer of Magna Vista Partners in Atlanta, Georgia since July 2022. He served as Chief Executive Officer of Diversified Search Group in Washington, D.C. from October 2013 until June 2022, and as a Corporate Director of Northwestern Mutual in Milwaukee, Wisconsin from January 2005 to July 2022.

#### **Director – Milford W. McGuirt**

Mr. McGuirt has served as a member of the Board of Directors of Chick-fil-A since October 2021. He has served as an Independent Director of Oxford Industries, Inc. since August 2020 and Independent Director of Science Applications International Corporation since June 2021. Mr. McGuirt served as Independent Director of HD Supply from June 2020 to December 2020 and Managing Partner of KPMG, LLP in Atlanta, Georgia from January 1986 until September 2019.

#### **Director – James “J. D.” Greear**

Mr. Greear has served as a member of the Board of Directors of Chick-fil-A since January 2022 and as Lead Pastor of The Summit Church in Durham, North Carolina since March 2002.

#### **Director – Kirk Perry**

Mr. Perry has served as a member of the Board of Directors of Chick-fil-A since August 2022. He has served as President and Chief Executive Officer of Circana in Chicago, Illinois since May 2021 and a Board Member of J.M. Smucker Company in Orville, Ohio since August 2017. Mr. Perry served as President of Google in Mountainview, California from December 2013 to May 2021. From August 2016 to November 2022, he served as a Board Member of e.l.f. Cosmetics in Oakland, California.

#### **President and Chief Operating Officer – Timothy P. Tassopoulos**

Mr. Tassopoulos has served as Chick-fil-A’s President and Chief Operating Officer since May 2016. From April 2012 through April 2016, Mr. Tassopoulos served as Executive Vice President, Operations. From January 1999 through March 2012, Mr. Tassopoulos served as Senior Vice President, Operations.

#### **Executive Vice President and Chief Marketing Officer – Jonathan B. Bridges**

Mr. Bridges has served as Executive Vice President since July 2019. He has also served as Chief Marketing Officer since January 2015. From January 2015 through June 2019, he served as Senior Vice President, Marketing. From September 2012 through December 2014, Mr. Bridges served as Vice President, Customer Experience. From July 2009 through August 2012, he served as Vice President, Customer Service and Restaurant Concepts. From January 1998 through June 2009, Mr. Bridges served as Vice President, Information Technology and Chief Information Officer.

#### **Executive Vice President and Chief International Officer – Anita E. Costello**

Ms. Costello has served as Chief International Officer since September 2022 and as Executive Vice President, International since July 2019. From July 2018 through June 2019, she served as Senior Vice President, Field Operations – Regions. From November 2016 through June 2018, she served as Vice President, Field Operations. From November 2013 through October 2016, Ms. Costello served as Director, Field Operations. From May 2008 through October 2013,

she served as a Business Consultant. Ms. Costello has served as Vice President of CFA Canada since September 2019 and Secretary and Vice President of CFA Puerto Rico since August 2020.

**Executive Vice President and Chief Restaurant Development & Operations Officer – Susannah W. Frost**

Ms. Frost has served as Chief Restaurant Development & Operations Officer since September 2022 and as Executive Vice President, Operations since November 2021. Ms. Frost served as Executive Vice President, Restaurant Development from July 2019 through October 2021. From May 2016 through June 2019 she served as Vice President, Existing Restaurants. From November 2015 through April 2016, she served as Senior Director, Existing Restaurants. From January 2014 through October 2015, she served as Senior Director, Real Estate Legal. From May 2010 through December 2013, she served as Director, Real Estate Legal.

**Executive Vice President and Chief Digital Officer – Onome Okuma**

Mr. Okuma has served as Executive Vice President and Chief Digital Officer since July 2019. From October 2017 through June 2019, he served as Vice President, Customer Technology and Insights. From November 2014 through September 2017, Mr. Okuma served as Vice President, Customer Technology Solutions. From October 2012 through October 2014, Mr. Okuma served as Senior Director, Information Technology. Prior to that Mr. Okuma served as Director, Information Technology from April 2009 through September 2012.

**Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary – D. Brent Ragsdale**

Mr. Ragsdale has served as Executive Vice President since July 2019. He also has served as Chief Financial Officer and Treasurer since January 2015, and as Assistant Secretary since November 2013. From January 2015 through June 2019, he served as Senior Vice President, Finance. From November 2013 through December 2014, Mr. Ragsdale served as Vice President, Finance and as Assistant Treasurer from December 2013 through December 2014. From January 2013 through October 2013, Mr. Ragsdale served as Vice President, Controller. From April 2011 through December 2012, he served as Vice President, Corporate Financial Services. From January 2006 through March 2011, Mr. Ragsdale served as Senior Director, Financial Consulting. He has also served as Secretary and Treasurer of CFA Supply since November 2018, Secretary and Treasurer of CFA Canada since September 2017, Secretary and Treasurer of Bay Center since December 2018, Treasurer of CFA Servco since January 2020, and Treasurer of CFA Puerto Rico since August 2020.

**Executive Vice President and Chief People Officer – Clifford T. Robinson**

Mr. Robinson has served as Executive Vice President and Chief People Officer since July 2019. From January 2015 through June 2019, he served as Senior Vice President, Operations. From January 2009 through December 2014, Mr. Robinson served as Vice President, Field Operations.

**Executive Vice President, Chief Legal Officer, and Secretary - Lynette E. Smith**

Ms. Smith has served as Executive Vice President and Secretary of Chick-fil-A since July 2019 and Chief Legal Officer since September 2022. She served as General Counsel from July 2019 through August 2022. From September 2017 through June 2019, she served as Vice President, Litigation, Franchising and Governance. From October 2014 through August 2017, Ms. Smith served as Senior Director, Corporate Legal. She served as Director, Corporate Legal from July 2013 through September 2014, and Senior Manager, Corporate Legal from June 2012 through June 2013.

**Senior Vice President, Field Operations - Regions – Shane A. Benson**

Mr. Benson has served as Senior Vice President, Field Operations – Regions since July 2019. From September 2017 through June 2019, he served as Vice President, Operator Support and Organizational Planning. From November 2014 through August 2017, Mr. Benson served as Vice President, Customer Experience, and from November 2011

through October 2014, Mr. Benson served as Director, Field Operations. From July 2005 through October 2011, Mr. Benson served as Marketing Management Consultant.

**Senior Vice President, Corporate Accounting & Finance and Assistant Treasurer – Janet J. Bridges**

Ms. Bridges has served as Senior Vice President, Corporate Accounting & Finance since September 2022 and Assistant Treasurer since November 2021. She served as Vice President, Corporate Accounting & Finance from November 2021 through August 2022. Ms. Bridges served as Vice President, Financial Solutions from April 2019 through October 2021. From November 2014 through March 2019, she served as Vice President, Treasury. From October 2012 through October 2014, Ms. Bridges served as Senior Director, Treasury. From January 2006 through September 2012, Ms. Bridges served as Director, Treasury.

**Senior Vice President, International Operations – William J. Dunphy, Jr.**

Mr. Dunphy has served as Senior Vice President, International Operations since July 2019. From July 2018 through June 2019, he served as Senior Vice President, People. From November 2016 through June 2018, he served as Vice President, People. From November 2013 through October 2016, Mr. Dunphy served as Vice President, Operator Selection and Training. From January 2006 through October 2013, Mr. Dunphy served as Director, Field Operations. From December 2000 through December 2005, he served as Director, Financial Consulting. Mr. Dunphy has served as Vice President of CFA Canada since October 2019 and Vice President of CFA Puerto Rico since August 2020.

**Senior Vice President, Customer Technology & Insights – Michael F. Erbrick**

Mr. Erbrick has served as Senior Vice President, Customer Technology & Insights since July 2019. From July 2018 through June 2019, he served as Senior Vice President, Information Technology. From July 2009 through June 2019 Mr. Erbrick also served as Chief Information Officer. From July 2009 through June 2018, Mr. Erbrick served as Vice President, Information Technology. From January 2004 through June 2009, Mr. Erbrick served as Senior Director, Restaurant Information Systems.

**Senior Vice President, Restaurant Experience – David B. Farmer**

Mr. Farmer has served as Senior Vice President, Restaurant Experience since July 2019. From August 2017 through June 2019, he served as Vice President, Restaurant Experience. From September 2012 through July 2017, Mr. Farmer served as Vice President, Menu Strategy and Development. From July 2009 through August 2012, he served as Vice President, Innovations and Service. From January 2001 through June 2009, Mr. Farmer served as Senior Director, Quality and Customer Experience. Mr. Farmer has also served as Vice President of CFA Supply since November 2018 and Vice President of Bay Center since December 2018.

**Senior Vice President, New Restaurants – Thomas P. Guerard**

Mr. Guerard has served as Senior Vice President, New Restaurants since September 2022 and as Vice President, New Restaurant Growth from November 2021 through August 2022. Mr. Guerard served as Vice President, Strategic Reinvestment from December 2020 through October 2021. From March 2020 through November 2020, Mr. Guerard served as Executive Director, Strategic Reinvestment, and from August 2018 through March 2020, he served as Senior Director, Strategic Reinvestment. From November 2016 through July 2018, Mr. Guerard served as Director, Restaurant Capacity Big Move, and from January 2016 through October 2016, he served as Director, Financial Consulting. From August 2014 through December 2015, Mr. Guerard served as Management Financial Consultant, and from August 2011 through August 2014, he served as Senior Financial Consultant, West Region.

### **Senior Vice President, Supply Chain Procurement and Operations – Michael A. Hazelton**

Mr. Hazelton has served as Senior Vice President, Supply Chain Procurement and Operations since November 2021. Mr. Hazelton served as Senior Vice President, Supply Chain Operations from April 2019 through October 2021. From July 2018 through April 2019, he served as Senior Vice President, Corporate Services. From May 2015 through June 2018, Mr. Hazelton served as Vice President, Corporate Services. He has served as Vice President of Bay Center since December 2018 and Vice President of CFA Supply since July 2019.

### **Senior Vice President, International Restaurant Development – Erwin C. Reid**

Mr. Reid has served as Senior Vice President, International Restaurant Development since July 2019. From July 2018 through June 2019, he served as Senior Vice President, Restaurant Development. From January 2001 through June 2018, he served as Vice President, Restaurant Development. Mr. Reid also has served as Vice President of CFA Canada since July 2019, and Vice President of CFA Puerto Rico since August 2020.

### **Senior Vice President, Brand Strategy, Advertising & Media – Joseph R. Saracino**

Mr. Saracino has served as Senior Vice President, Brand Strategy, Advertising & Media since July 2019. From February 2016 through June 2019, he served as Vice President, Brand Strategy, Advertising & Media.

### **Senior Vice President, Field Operations – Services – Christopher Todd Sweatt**

Mr. Sweatt has served as Senior Vice President, Field Operations – Services since July 2018. From March 2014 through June 2018, he served as Vice President, Operations – Systems Development. From March 2008 through March 2014, Mr. Sweatt served as Director, Field Operations.

### **Senior Vice President, Corporate Communications – Reade L. Tidwell**

Ms. Tidwell has served as Senior Vice President, Corporate Communications & External Affairs since September 2022 and as Vice President, Corporate Communications from November 2021 through August 2022. From January 2019 through October 2021, Ms. Tidwell served as Executive Director, Corporate Communications, and from January 2016 to January 2019, she served as Senior Director, Corporate Communications.

### **Senior Vice President, Talent Experience – Elizabeth Wanamaker**

Ms. Wanamaker has served as Senior Vice President, Talent Experience since September 2022 and Vice President, Talent Experience from December 2018 through August 2022. From March 2018 through October 2018, Ms. Wanamaker served as Chief Human Resources for the BlueLinx Corporation in Atlanta, Georgia.

### **Vice President, Financial Operations & Transformation – Lindsey D. Barron**

Ms. Barron has served as Vice President, Financial Operations & Transformation since November 2021. From August 2018 through October 2021, Ms. Barron served as Executive Director, Enterprise Analytics and from August 2016 to August 2018, she served as Senior Director, Business Insights.

### **Vice President, Learning and Development – Keri A. Bilotti**

Ms. Bilotti has served as Vice President, Learning Development since December 2020. From July 2018 to November 2020, she served as Executive Director, Restaurant Training. From January 2018 through June 2018, she served as Senior Director, Restaurant Training. From January 2016 through December 2017, Ms. Bilotti served as Director, Restaurant Training. From November 2014 through December 2015, she served as Manager, Operator Selection and Training. From July 2013 through October 2014, Ms. Bilotti served as Manager, Marketing Education,

and from June 2007 through June 2013, she served as Consultant, Marketing Education.

**Vice President, Innovation & New Ventures – William F. “Woody” Faulk**

Mr. Faulk has served as Vice President, Innovation & New Ventures since November 2015. From August 2012 through October 2015, he served as Vice President, Innovation and Design. From September 1998 through July 2012, Mr. Faulk served as Vice President, Brand Strategy and Design.

**Vice President, Operator Technology Solutions – I. Patrick Gresham**

Mr. Gresham has served as Vice President, Operator Technology Solutions since December 2020. From July 2018 through November 2020, he served as Executive Director, Operator Technology Solutions, and from November 2017 through June 2018, Mr. Gresham served as Director, Operator Technology Solutions. From November 2015 through October 2017, Mr. Gresham served as Director, Staff Technology Solutions.

**Vice President, Field Operations- Talent – T. Wayne Hoover**

Mr. Hoover has served as Vice President, Field Operations - Talent since November 2020. From September 2016 to October 2020, he served as Vice President, Field Operations. From January 2011 through August 2016, Mr. Hoover served as Senior Director, Field Operations.

**Vice President, Existing Restaurants – Kimberly J. Johnson**

Ms. Johnson has served as Vice President, Existing Restaurants since November 2021. Ms. Johnson served as Vice President, Corporate Financial Services from December 2018 through October 2021. From July 2018 through November 2018, she served as Executive Director, Corporate Financial Services. From 2016 through June 2018, she served as Senior Director, Corporate Financial Services. From 2013 through December 2015, Ms. Johnson served as Director, Corporate Financial Reporting. From 2011 through 2013, Ms. Johnson served as Senior Manager, Treasury.

**Vice President, External Communications – Carrie J. Kurlander**

Ms. Kurlander has served as Vice President, External Communications since July 2018. From April 2013 to June 2018, she served as Vice President, Corporate Public Relations and Public Affairs.

**Vice President, Legal - Employment, Franchising & Litigation – Kelly D. Ludwick**

Mr. Ludwick has served as Vice President, Legal – Employment, Franchising & Litigation since July 2019. From October 2015 through June 2019, he served as Vice President, Labor and Employment. From October 2011 through September 2015, he served as Senior Director, Corporate Legal, and from August 2007 through September 2011 he served as Director, Corporate Legal.

**Vice President, Staff Technology Solutions – Sara M. McClain**

Ms. McClain has served as Vice President, Staff Technology Solutions since November 2021. From July 2018 through October 2021, she served as Executive Director, Staff Technology Solutions. She served as Director, Staff Technology from November 2017 to July 2018 and Director, Enterprise Planning from May 2017 to October 2017. From November 2015 through April 2017, Ms. McClain served as Senior Manager, Enterprise Planning.

**Vice President, Diversity, Equity & Inclusion – Erick W. McReynolds**

Mr. McReynolds has served as Vice President, Diversity, Equity & Inclusion since November 2021. He served as Executive Director, Diversity, Equity & Inclusion from July 2020 through October 2021. From October 2016 to June 2020, Mr. McReynolds served as Executive Director, Midwest Region. He served as Director, Service Team from



October 2014 to October 2016.

**Vice President, High Performance Leadership – T. Mark Miller**

Mr. Miller has served as Vice President, High Performance Leadership since March 2016. Mr. Miller served as Vice President, Field Development from June 2015 through February 2016 and as Vice President, Leadership Development from November 2014 through May 2015. Mr. Miller served as Vice President, Organizational Effectiveness and Development from November 2013 through October 2014. From April 2012 through October 2013, he served as Vice President, Organizational Effectiveness. From January 2000 through March 2012, Mr. Miller served as Vice President, Training and Development.

**Vice President, Restaurant Development Services – David M. Millican**

Mr. Millican has served as Vice President, Restaurant Development Services since November 2021. From February 2020 through October 2021, Mr. Millican served as Executive Director, Facilities and Equipment, and from March 2016 until February 2020, he served as Senior Director, Facilities and Equipment. Mr. Millican served as Director, Restaurant Development and Facilities from September 2013 until March 2016, and Senior Manager, Facilities from September 2012 until September 2013. He served as Manager, Facilities from August 2010 to September 2012.

**Vice President, Enterprise Viability – Sandra T. Moody**

Ms. Moody has served as Vice President, Enterprise Viability since July 2019. From November 2017 through June 2019, she served as Vice President, Enterprise Analytics & Risk Management. From November 2015 through October 2017, Ms. Moody served as Vice President, Financial Services and Chief Accounting Officer. From November 2013 through October 2015, she served as Vice President, Business Insights. From July 2006 through October 2013, Ms. Moody served as Senior Director, Business Analysis.

**Vice President and Assistant General Counsel – S. Tammy Pearson**

Ms. Pearson has served as Vice President and Assistant General Counsel of Chick-fil-A since April 2008. From October 2006 through March 2008, she was Senior Director, Corporate Legal. Ms. Pearson also has served as Vice President of CFA Servco since January 2020.

**Vice President, Cathy Family Office – John W. Stephenson**

Mr. Stephenson has served as Vice President, Cathy Family Office since November 2021. Mr. Stephenson served as Vice President, Strategic Partnerships and Special Projects from December 2018 through October 2021. From November 2015 through November 2018, he served as Director, Strategic Partnerships and Special Projects.

**Vice President, Customer Technology Solutions – James (Jay) N. Taylor**

Mr. Taylor has served as Vice President, Customer Technology Solutions since December 2020. From July 2018 through November 2020, Mr. Taylor served as Executive Director, Customer Technology Solutions, and from November 2015 through June 2018, he served as Director, Customer Technology Solutions. From March 2013 through October 2015, Mr. Taylor served as Senior Manager, Business Growth & Supply Chain Solutions.

**Vice President, Supply Chain Development– Paul W. Trotti**

Mr. Trotti has served as Vice President, Supply Chain Development since December 2020. From July 2018 through November 2020, Mr. Trotti served as Executive Director, Chick-fil-A Supply, and from October 2017 through

June 2018 he served as Executive Director, Supply Chain Innovation. From April 2012 through October 2017, he served as Director, Menu Strategy & Development.

**Vice President, Executive Office – Trudy C. White**

Ms. White has served as Vice President, Executive Office since July 2018. From February 2003 through June 2013, Ms. White served as a member of the Board of Directors of Chick-fil-A.

**Vice President, Restaurant Financial Services – Paul D. Wiley**

Mr. Wiley has served as Vice President, Restaurant Financial Services since November 2014. From November 2013 through October 2014, Mr. Wiley served as Senior Director, Restaurant Financial Services. From July 2010 through October 2013, he served as Director, Financial Consulting. From January 2009 through June 2010, Mr. Wiley served as Senior Manager, Financial Consulting.

**Executive Director, Satellite Restaurant Concepts – Bruce B. Cameron**

Mr. Cameron has served as Executive Director, Satellite Restaurant Concepts since September 2020. From January 2019 to September 2020, he served as Senior Director, Non-Traditional Restaurants. From November 2015 through December 2018, Mr. Cameron served as Senior Director, Licensed Operations. From October 2010 through October 2015, he served as Director, Field Operations.

**Director, Non-Traditional Real Estate – Sean R. Warren**

Mr. Warren has served as Director, Non-Traditional Real Estate since January 2019. From April 2016 through December 2018, he served as Director, New Restaurant Growth—Licensing. From January 2013 through March 2016, Mr. Warren served as Senior Manager, New Restaurant Growth—Licensing. From January 2012 through December 2012, Mr. Warren served as Manager, Real Estate—Licensing. From January 2006 through December 2011, Mr. Warren served as Manager, Restaurant Concepts.

**Item 3**

**LITIGATION**

*David Stephens and Kaitlyn Strawn, individually and on behalf of all others similarly situated v. Chick-fil-A, Inc.*, (Case No. 1:23-cv-00964, U.S. District Court for the Northern District of Georgia). On March 6, 2023, two Chick-fil-A customers filed a complaint against Chick-fil-A alleging that we failed to properly secure and safeguard the personally identifiable information (“PII”) of users of Chick-fil-A’s One program and their PII was compromised as a result of an automated cybersecurity attack that impacted Chick-fil-A One members’ accounts between December 18, 2022 and February 12, 2023. The complaint also alleges that Chick-fil-A issued a statement assuring customers that the fraudulent activity on their accounts was not the result of a compromise of Chick-fil-A’s internal systems and waited too long to notify affected customers. Plaintiffs assert claims against Chick-fil-A for negligence, breach of implied contract, negligence *per se*, and violations of Georgia’s Uniform Deceptive Trade Practices Act. Plaintiffs bring their claims on behalf of themselves and a putative class of similarly situated Chick-fil-A customers. Plaintiffs seek class certification, equitable relief, injunctive relief, monetary damages, interest, and further relief. Chick-fil-A intends to vigorously defend its interests in this action.

Other than this action, no litigation is required to be disclosed in this Item

#### **Item 4**

#### **BANKRUPTCY**

On February 17, 2020, Pier 1 Imports, Inc. (“Pier 1”), having a principal place of business at 100 Pier 1 Place, Fort Worth, Texas 76192, filed a petition under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (In re Pier 1 Imports, Inc., Petition #: 20-30805-KRH). Pier 1 is not the franchisor nor an affiliate of the franchisor. Cheryl Bachelder, who joined our Board of Directors in April 2019, had served as Interim Chief Executive Officer of Pier 1 from December 2018 through November 2019. The Court approved a sale of Pier 1’s intellectual property, including its trademark, data, customer lists and other assets related to e-commerce on July 30, 2020. Pier 1 closed its stores and liquidated its assets and is in the process of distributing the proceeds to creditors in accordance with the priorities in the Bankruptcy Code. The matter is still pending.

Other than this action, no bankruptcy information is required to be disclosed in this Item.

#### **Item 5**

#### **INITIAL FEES**

Chick-fil-A does not charge you an initial license payment or fee to obtain a Chick-fil-A license.

Prior to the opening of your Chick-fil-A Licensed Unit, you must obtain much of the opening inventory of food products, ingredients, and supplies from an approved distributor. The cost of your purchases from our approved distributor will already reflect amounts the distributor paid to Chick-fil-A for Chick-fil-A’s proprietary seasoning applied by Chick-fil-A’s poultry suppliers to most of the Chick-fil-A brand chicken products and for Chick-fil-A’s proprietary seasoned coater you apply yourself in the preparation of most Chick-fil-A brand chicken products and also amounts the distributor paid to our affiliate Bay Center for Chick-fil-A’s proprietary lemon juice produced by Bay Center that is used to produce Chick-fil-A’s proprietary branded lemonade if you are in a location Bay Center supplies. Our affiliate CFA Supply may be your distributor for all or some of these items if you are in a location CFA Supply services. If CFA Supply is your distributor, the payments you will make to CFA Supply for any of the opening inventory of food products, ingredients, and supplies are estimated to range from approximately \$15,000 to \$65,000, but will not be due until after your Chick-fil-A Licensed Unit opens.

Except for the circumstances described in this Item 5, we do not refund any initial fee.

**Item 6**  
**OTHER FEES**

Type of Fee <sup>1</sup>	Amount	Due Date	Remarks
License Fee	10% of “Gross Receipts” <sup>2</sup>	Monthly, by the 25th day of each month, for the preceding month	All new Licensed Units to be located in transportation venues will pay 7% of “Gross Receipts”, rather than 10% of Gross Receipts
Additional Training <sup>3</sup>	\$250 per employee <sup>3</sup>	At least 10 days prior to 1 <sup>st</sup> day of training program	There is no training fee for your first 2 employees to be trained.
Handling Fee	8% of the purchase price for your equipment and/or signage	As incurred	If you purchase the equipment or signage through us, you must pay us this fee to cover the administrative costs of our equipment vendor.
Audit	Total amount of any underpayment plus 12% per annum interest <sup>4</sup>	Within 30 days of notification	
Indemnification	Will vary under the factual circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Chick-fil-A Licensed Unit’s operations.
Late Payment Charge	12% per annum interest on all amounts 30 days overdue	As incurred	

Notes:

1. All fees are imposed by and payable to Chick-fil-A. All fees are non-refundable and are imposed uniformly except as expressly provided in this Item 6. Chick-fil-A’s bank accounts, which may contain fees paid by you from time to time, are not trust funds and Chick-fil-A is not your fiduciary and does not otherwise owe you any duties with respect to any funds held, administered, maintained, or controlled in and disbursed from Chick-fil-A’s accounts. Only Chick-fil-A is entitled to receive the interest, if any, earned on such accounts.
2. “Gross Receipts” includes all cash and charge sales of every kind made at or from or related to the Chick-fil-A Licensed Units except refunds to customers and meals given your employees incident to their employment.
3. Training fee does not include travel costs.
4. If an audit discloses an understatement of 5% or more, you must also pay all of Chick-fil-A’s costs of the audit.

**Item 7**

**ESTIMATED INITIAL INVESTMENT**

Type of Expenditure <sup>1</sup>	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Opening Inventory/ Paper Supplies <sup>2</sup>	\$11,500 - \$65,000	As Incurred	As Incurred	Chick-fil-A, CFA Supply where applicable, and Other Suppliers
Utensils and Other Small wares	\$10,000 - \$35,000	As Incurred	As Incurred	Chick-fil-A, CFA Supply where applicable, and Other Suppliers
Equipment/Signage <sup>3</sup>	\$100,000 - 300,000	As Incurred	As Incurred	Chick-fil-A/ Third Parties
Build-out <sup>4</sup>	\$300,000 - \$1,886,000	As Incurred	As Incurred	Third Parties
Architectural, Mechanical, and other Drawings <sup>5</sup>	\$15,000 - \$100,000	As Incurred	As Incurred	Third Parties
Additional Funds <sup>6</sup>	\$149,000 - \$951,000	As Incurred	As Incurred During First 3 Months of Operation	Chick-fil-A, CFA Supply, where applicable, Employees, Utilities, Other Suppliers and other Third Parties
<b>TOTAL ESTIMATE OF INITIAL INVESTMENT</b>	<b>\$585,500 - \$3,337,000</b>			

Notes:

- The preceding table describes the costs of initial investment for a Licensed Unit operated by a Self-Operator and a Food Service Provider, including the custom facades, counter areas, or other retail facilities. Chick-fil-A Licensed Units are established in existing facilities such as cafeterias and

food courts or operated from other facilities located at Licensed Sites to which you have access. Thus, certain expenses, such as security deposits, cost of insurance and lease or sublease payments cannot be estimated by Chick-fil-A and may vary greatly among Licensees. You should consider these expenses in addition to those described in the table above in deciding whether to become a Licensee.

2. Licensees do not purchase all of their Opening Inventory and Supplies from Chick-fil-A or designated suppliers, Licensees do not provide Chick-fil-A with their total costs for these items, and Licensees' actual costs are likely to vary greatly. Accordingly, Chick-fil-A does not know the actual amounts spent by its Licensees on these items and can only provide an estimate of these costs based on its own experience. Chick-fil-A's estimate is based on its own experience in establishing similar operations.
3. Chick-fil-A sometimes sells equipment to its Licensees. You will be required to purchase certain proprietary and other equipment from Chick-fil-A or a Chick-fil-A approved supplier for use at your Chick-fil-A Licensed Unit(s). Chick-fil-A has based this estimate on its own experience in establishing similar operations.
4. Licensees' build-out costs are only an estimate and vary greatly depending upon a variety of factors, including the particular location of the Chick-fil-A Licensed Unit. Chick-fil-A has based this estimate on its own experience in establishing similar operations.
5. Prior to opening the Chick-fil-A Licensed Unit and upon any renovation or remodeling of the Licensed Unit, you will be required to obtain architectural and other applicable construction drawings from third parties.
6. In addition, Chick-fil-A estimates that you will need additional funds for your Chick-fil-A Licensed Unit. This estimate reflects the costs you can expect to pay in your first three months of operation and includes your expenses, as well as the cost of repairs, maintenance and utilities. Please note that, because several Licensees operate multiple concepts and food service operations at their Licensed Site(s), you may experience costs that are different than the level of expenditures set forth above. Chick-fil-A has based this estimate on its own over 50 years of experience in establishing similar operations. The exact amount required for additional funds will vary from operation to operation and cannot be estimated with certainty for your Chick-fil-A Licensed Unit.

### **Item 8**

#### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

**Approved Supplies and Suppliers:** Chick-fil-A has an interest in the proprietary seasoning used in the preparation of certain Chick-fil-A brand chicken products. Chick-fil-A purchases the seasoning from the producers of the seasoning and has it shipped directly to Chick-fil-A's authorized or approved poultry suppliers. These poultry suppliers then apply the seasoning to most of the chicken products sold to the Licensees. Payments to Chick-fil-A for the proprietary seasoning are received from the poultry supplier when the chicken is sold to Chick-fil-A's authorized distributor(s). Currently, Chick-fil-A is receiving payments of approximately \$.06 per pound of seasoned chicken, which amount includes a payment to Chick-fil-A for its proprietary interest in the seasoning, and which amount may vary and otherwise change due to among other things food costs and product initiatives.

Chick-fil-A also has an interest in the proprietary seasoned coater used in the preparation of most Chick-fil-A brand chicken products. The seasoned coater is purchased by Chick-fil-A from the producer and is shipped directly to Chick-fil-A's authorized distributor(s). Payments to Chick-fil-A for the

proprietary seasoned coater are received from the distributor(s) of the seasoned coater when the seasoned coater is purchased by the distributor(s) from Chick-fil-A. The distributor(s) then sells the seasoned coater to the Licensees. Your cost for the seasoned coater depends on a pricing formula that includes a markup by Chick-fil-A that may change. Based upon the cost of ingredients to Chick-fil-A (including any freight charges paid to the producer) your cost will fluctuate.

Our affiliate CFA Supply is a distributor approved to carry food products, ingredients, and supplies for franchised, licensed, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply may be the only approved primary distributor serving the geographic area in which it operates. CFA Supply began operations in July 2019. If your Licensed Unit is in a location CFA Supply services, your cost for the food products, ingredients, and supplies depends on a pricing formula CFA Supply determines in the exercise of its sole and exclusive business judgment that includes, among other factors, a distribution fee and an allowance for fuel and freight costs from the CFA Supply warehouse to the Licensed Units and Chick-fil-A Restaurants it will supply.

Our affiliate Bay Center produces Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce proprietary Chick-fil-A branded lemonade. Bay Center is an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. Bay Center began operations in 2020. The lemon juice is purchased by Chick-fil-A's authorized distributor(s) from Bay Center and is shipped by Bay Center directly to Chick-fil-A's authorized distributor(s). The distributor(s) pays Bay Center for the proprietary lemon juice when the lemon juice is purchased by the distributor(s). The distributor(s) then sells the lemon juice to the Licensees. If your Licensed Unit is in a location Bay Center supplies your cost for the lemon juice depends on a pricing formula Bay Center determines in the exercise of its sole and exclusive business judgment that includes a markup by Bay Center that may change. Based upon the cost of ingredients to Bay Center (including any freight charges) your cost will fluctuate.

Chick-fil-A reserves the right to require you to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of your Chick-fil-A Licensed Unit from suppliers approved in advance by Chick-fil-A. With respect to your initial Chick-fil-A Licensed Unit, Chick-fil-A may exercise its right by delivering written notice to you promptly upon the execution of the License Agreement by Chick-fil-A. With respect to any additional Chick-fil-A Licensed Units granted after your initial Chick-fil-A Licensed Unit, if any, Chick-fil-A may exercise its right by delivering written notice to you promptly after approval of the additional Chick-fil-A Licensed Unit(s) as indicated on the site description form for such additional Chick-fil-A Licensed Unit(s). Chick-fil-A may appoint as many or as few approved suppliers as it reasonably deems appropriate and such approved suppliers may in some instances include or be limited to Chick-fil-A.

Except as Chick-fil-A may otherwise approve in writing in advance, you must purchase all of the following items from suppliers who are approved in advance by Chick-fil-A: all present and future items of food and drink, all items of non-food inventory intended for sale to or use by your customers, all ingredients, food products, produce, mixes, spices, cooking aides, wrappings, food and beverage containers, certain other designated items necessary for maintaining and cleaning your Chick-fil-A Licensed Unit, certain proprietary marketing and promotional materials and other items bearing our trademarks, and all other items necessary or optional for preparing products sold in your Chick-fil-A Licensed Unit and all bags, boxes, wrappers, cups, coffee lids, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of Chick-fil-A's proprietary marks or that are sold or used in at least 25% of the then existing Chick-fil-A Restaurants and other facilities selling any or all of Chick-fil-A's then-approved products even if such items do not display any of Chick-fil-A's proprietary marks. Chick-fil-A may appoint as many or as few approved suppliers as it reasonably deems appropriate and such approved suppliers may in some instances include or be limited to Chick-fil-A. You may not buy from any supplier that we have not yet approved in writing, and you must stop buying from

any supplier who we approve initially, but later disapprove. For purposes of this Item 8, a “supplier” may be a manufacturer, distributor or wholesale/retail establishment which carries the product. A “manufacturer” makes the product or provides the service; a “distributor” acquires the product from the manufacturer and ships the product to you.

In order to, among other things, take advantage of marketplace efficiencies and volume pricing, Chick-fil-A negotiates and enters into certain system-wide purchase and distribution arrangements with suppliers for many supplies, ingredients, food and beverage products, produce and other items and services used in, or in connection with the operation of, Chick-fil-A Restaurants including Licensed Units. Among its approved suppliers, Chick-fil-A encourages and reserves the right to require its Licensees to use its system-wide purchase and distribution programs for their purchases of most supplies, ingredients, food and beverage products, produce, other items and services necessary for operating and promoting a Chick-fil-A Licensed Unit. When considering whether to approve any particular supplier or to enter into any particular arrangement, Chick-fil-A considers, among other things, the following factors: whether the supplier can show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to meet the Chick-fil-A system’s needs promptly and reliably; and whether the supplier’s approval or the particular supplier arrangement would enable the Chick-fil-A system as a whole, in our sole and exclusive business judgment, to take advantage of marketplace efficiencies and volume pricing.

In some circumstances, for example with respect to certain produce, bread and other product purchases for some Chick-fil-A Licensed Units located in some geographic areas, we may require that you make such purchases locally. Under these circumstances, we may require that you seek local suppliers for perishable items like as bread and produce, but we reserve the right to approve your sources for these items in accordance with our then-current standards and specifications.

We have not adopted specific criteria to evaluate or approve alternative suppliers for the goods and services which you must purchase from Chick-fil-A-approved sources. We deal with requests for approval of alternative suppliers of goods on a case-by-case basis. If we receive requests for alternative suppliers for items that are not Chick-fil-A trade secret items or items that do not use our trademarks, we will provide a Licensee the standards and specifications for the item and will consider permitting sourcing from alternative suppliers consistent with the standards and specifications. However, we reserve the right to designate only one supplier or a limited number of suppliers for certain items (including, without limitation, the physical distribution of products, soft drinks, ingredients, etc.) in order to take advantage of marketplace efficiencies and volume pricing. We also reserve the right to not approve or disapprove any supplier if, among other things: (1) the supplier cannot show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; (2) the supplier cannot show, to our reasonable satisfaction, adequate quality controls and capacity to meet the Chick-fil-A system’s needs promptly and reliably; or (3) Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the supplier’s approval would impact negatively upon the Chick-fil-A system’s ability, as a whole, to take advantage of marketplace efficiencies and volume pricing. Finally, we reserve the right to conditionally approve a supplier or to limit our approval of a supplier to certain products, restaurants or circumstances.

We stock certain non-proprietary items such as small wares and operating supplies, utensils and other goods which are made available to you for your convenience. We also stock certain proprietary items, including marketing and promotional materials and other items bearing our trademarks, and other proprietary items which we may make available to you for your convenience, and are used by you in local advertising, marketing and promotions, and in your Chick-fil-A Licensed Unit. Though we are not the sole authorized supplier of most of these items, you are likely to purchase them from us for convenience and/or price savings. Currently, the cost to Licensees for warehouse goods is our cost plus approximately 2.5%, which amount may include a payment to Chick-fil-A for a portion of its costs associated with the processing and storage of the goods and shipping the goods from the supplier to Chick-fil-A’s warehouse. Licensees are also charged



for the shipping costs from our warehouse to their Licensed Units. Chick-fil-A may change the warehouse program, and any associated costs and charges to Licensees, in the exercise of its sole and exclusive business judgment. You also may or may not receive from us a rebate on your purchase of some beverage products (and possibly other products in the future).

We and our affiliates are currently the only approved suppliers of certain products and services and approved suppliers of other products and services, as described above, to both Licensees and Operators. These products and services include proprietary seasoning, proprietary seasoned coater, distribution services, and certain proprietary equipment and other items. We and our affiliates are also currently the only approved suppliers of certain products and services and approved suppliers of other products and services for our Operators, which include premises leases, sublicenses of non-traditional unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture and fixtures, business services, small wares, utensils, operating supplies, promotional goods, advertising support and services, and certain insurance coverages for which premiums are paid to Chick-fil-A or through Chick-fil-A acting as administrator (which do not include worker's compensation insurance, general liability insurance, auto liability, and employment practices). We may change our approved suppliers and sole approved supplier designations at any time in the exercise of our sole and exclusive business judgment. We and our affiliates may in the future be an approved supplier or designated sole supplier for any additional or different products or services you may or must purchase. As an approved supplier or designated sole supplier, we and our affiliates may obtain revenue from you and make a profit.

In the year ended December 31, 2022, our total consolidated revenues from (i) Operator and Licensee purchases of the proprietary seasoning, seasoned coater, business services and operating supplies, utensils, and promotional goods, and (ii) Operator leases of the premises, sublicenses of satellite unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture, and fixtures was \$1,499,104,564 or 23.52% of our total consolidated revenues of \$6,373,786,108. We did not offer advertising and support services to Operators for a fee in 2022 and did not have any revenue for providing those services in 2022. In 2022, our affiliate CFA Supply, an approved distributor to carry food products, ingredients, and supplies to Chick-fil-A Restaurants, received \$628,698,904 from purchases made by Operators and Licensees in geographic areas it serviced which is included in our consolidated revenues. In 2022, our affiliate Bay Center received \$142,998,427 (not including any markup added by the distributor(s) at the time of resale) from purchases made by Chick-fil-A's authorized distributor(s) for distribution of lemon juice to Operators and Licensees in geographic areas it serviced which is included in our consolidated revenues.

We estimate that your total purchases and leases from approved or designated suppliers will represent approximately 50% to 80% of your overall purchases and leases in operating your Licensed Unit and 30% to 67% of your overall purchases and leases in establishing your Licensed Unit. The national advertising fund we administer also receives contributions from certain designated suppliers of up to approximately 35% of Operator purchases from these suppliers. Chick-fil-A may receive forms of compensation directly or indirectly from approved or designated suppliers, which compensation may be in lieu of or in addition to the seasoning, coater and national advertising fund contributions and the incentives described above.

**Specifications and Standards:** The foundation of each Chick-fil-A Restaurant including each Chick-fil-A Licensed Unit and the essence of your License Agreement is your adherence to Chick-fil-A's minimum standards, guidelines and specifications. Every component of Chick-fil-A Restaurant's operating system is important to Chick-fil-A and to the operation of your Chick-fil-A Licensed Unit as a Chick-fil-A Licensed Unit. Accordingly, you must operate your Chick-fil-A Licensed Unit in full compliance with Chick-fil-A's minimum standards and guidelines for service, food safety, sanitation, quality of products, employee dress, appearance and conduct and other aspects of the operation of your Chick-fil-A Licensed Unit. These minimum standards and guidelines are specified in Chick-fil-A's orientation and operations manuals

and materials, and other confidential information provided by us to you. To meet our standards, you must, among other things, purchase or lease goods, services, supplies, fixtures, equipment, leasehold improvements, insurance and inventory from various suppliers (including, without limitation, Chick-fil-A) in accordance with our standards and specifications.

We review our specifications and standards when necessary, and we release any modified specifications or standards to you when you need to be familiar with them. In order to protect against possible infringement, we will release specifications or standards dealing with trade secrets or proprietary information only to those suppliers we think are necessary. We reserve the right to be the sole designator of any product, ingredient or other item that requires knowledge of any of our trade secrets or other confidential or proprietary information. We have no obligation to release any of our trade secrets, confidential information or other proprietary information to any proposed alternative supplier.

You must also comply with our sales reporting procedures and other administrative standards. These currently require you to submit financial reports and other items to us including Weekly Product Sales Reports, Daily Product Sales Reports and Calendar Month Sales Summary Reports.

There is no practice in effect by which Chick-fil-A provides material benefits to you, such as a right of renewal or the granting of additional licenses, based upon your use of designated or approved suppliers, although your license is subject to termination if you do not use the designated suppliers with whom Chick-fil-A has exclusive contractual arrangements, or you use suppliers not approved by Chick-fil-A.

The requirements described in this Item represent the Chick-fil-A system at the present time. However, Chick-fil-A retains the right to change these requirements, including any single source requirements, as the Chick-fil-A system evolves over time and the needs of the Chick-fil-A system change.

There are currently no buying or distribution cooperatives for Licensees.

## Item 9

### FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	License Agreement 3	6, 7, 8, 11
b.	Pre-opening purchases/leases	License Agreement 6	7, 11
c.	Site development and other pre-opening requirements	License Agreement 3, 6	11
d.	Initial and ongoing training	License Agreement 5	11
e.	Opening	License Agreement 6	11
f.	Fees	License Agreement 4	5, 6, 7
g.	Compliance with standards and policies/operating manual	License Agreement 6	8
h.	Trademarks and proprietary information	License Agreement 7	13, 14
i.	Restrictions on products/services offered	License Agreement 2, 6	8, 16
j.	Warranty and customer service requirements	License Agreement 6	8
k.	Territorial development and sales quotas	License Agreement 6	12
l.	Ongoing product/service purchases	License Agreement 6	8, 11
m.	Maintenance, appearance and remodeling requirements	License Agreement 2, 6	7, 8, 11
n.	Insurance	License Agreement 6	6
o.	Advertising	License Agreement 6	6
p.	Indemnification	License Agreement 10	6
q.	Owner's participation/management/staffing	License Agreement 6	15
r.	Records and reports	License Agreement 6	6, 11
s.	Inspections and audits	License Agreement 6	11

	Obligation	Section in agreement	Disclosure Document Item
t.	Transfer	License Agreement 9	17
u.	Renewal	License Agreement 2	17
v.	Post-termination obligations	License Agreement 8	17
w.	Non-competition covenants	License Agreement 7	17
x.	Dispute resolution	License Agreement 10	17
y.	Other (describe)	Not Applicable	Not Applicable

### **Item 10**

#### **FINANCING**

Neither Chick-fil-A, nor any affiliate of Chick-fil-A, either directly or indirectly, offers any financing arrangements to Licensees. Chick-fil-A does not receive any direct or indirect payments for placing financing, nor does Chick-fil-A guarantee your obligations to third parties. Chick-fil-A does not offer financing of equipment or other expenditures that require you to waive notice, confess judgment or waive a defense against Chick-fil-A.

Whether you can obtain financing will depend on a variety of factors, including your own creditworthiness, the type of security you can offer, the policies of lending institutions and the availability of commercial credit generally.

### **Item 11**

#### **FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**

**Except as listed below, Chick-fil-A is not required to provide you with any assistance.**

Before you open your Licensed Unit(s), Chick-fil-A will:

- (i) provide training to two management-level employees (Licensee Orientation), and two on-site management-level employees (Licensee Operational Training) for each Licensed Site (Section 5.1); and
- (ii) provide electronically and lend a copy of the operations, training and orientation manuals and other materials to you. Chick-fil-A charges \$500 to replace lost or destroyed manuals (Section 6.5).

During your operation of the Licensed Unit(s), Chick-fil-A will:

- (i) provide electronically and make available a copy of the operations, training and orientation manuals and other materials to you as a guide for operating the Licensed Unit(s) (Section 6.5);

- (ii) in its sole business judgment, may make available to you, from time to time, such additional advice and assistance as you may reasonably request or Chick-fil-A may deem necessary, including assistance or advice regarding the operation of the Chick-fil-A Licensed Unit(s), additional training and sales building (Section 5.2); and
- (iii) at an additional charge, sponsor initial training programs for additional management-level employees (Section 5.1).

If you are granted the right to operate additional Licensed Sites under your License Agreement, for each additional Licensed Site, Chick-fil-A will provide the same assistance as described above.

**Advertising:** Chick-fil-A is not required to spend any certain amount on advertising in your geographic area or at your Licensed Site(s). Under the License Agreement, Chick-fil-A does not charge you advertising fees or require you to contribute to advertising fees to a local or regional fund. Under the License Agreement, you are required at all times during the term of the License Agreement and at your own cost to use diligent efforts to advance the reputation of Chick-fil-A, and Chick-fil-A's brand products and to develop and enhance consumer awareness of Chick-fil-A's products and proprietary marks. In doing so, you must use only those materials approved or supplied by Chick-fil-A.

Chick-fil-A does not require any expenditures of monies by its Licensees to an advertising cooperative or any advertising fund. As part of Chick-fil-A's local, regional or national marketing efforts, Licensees are required to honor coupons for food items (and some drink items in some locations) at their respective Licensed Units, for which the Licensees may receive food, paper and distribution cost reimbursement from Chick-fil-A. Chick-fil-A's advertising accounts, if any, are not trust funds and Chick-fil-A is not your fiduciary with respect to any advertising funds. Chick-fil-A is not required to ensure that any Operator or Licensee benefits directly or pro rata from the expenditure of any advertising funds.

Chick-fil-A may, to the extent it is able, assist you in any of the above matters on an informal basis.

**Selection of Location:** Upon execution of a License Agreement, a prospective Licensee is granted the right to operate a Licensed Unit at a specific Licensed Site location. Your Licensed Site location must be approved by Chick-fil-A prior to you opening your Chick-fil-A Licensed Unit. Additionally, Licensees may be granted the right to operate additional Chick-fil-A Licensed Units under the License Agreement at additional Licensed Site locations selected by you and approved by us for which Chick-fil-A does not require that you sign a new, separate then-current form of License Agreement and pay an initial license fee. However, Chick-fil-A is under no obligation to offer you the opportunity to operate or to approve any additional Chick-fil-A Licensed Units and expressly reserves the right not to offer you the opportunity to operate or to approve any additional Chick-fil-A Licensed Units. For further information on Chick-fil-A's grant of additional Licensed Site locations, see Item 12 below.

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site is not a representation that the Licensed Unit(s) operated at the Licensed Site will be profitable or safe for your customers or employees or other personnel of yours or of any Third Party.

**Hardware and Software System:** Chick-fil-A does not supply, purchase, recommend or require specific computer equipment for Licensees. Nevertheless, you may choose to obtain a point-of-sale (POS) hardware and software system and a management PC for use in your Chick-fil-A Licensed Unit. Chick-fil-A may provide certain on-line updates, reports and other information to its Licensees from time to time. Although you are not required to have a management PC in your Licensed Unit, you will otherwise need to have access to a computer and the Internet in order to obtain this information. For informational purposes only, Chick-fil-A Restaurants typically use a POS system with accompanying software, which perform standard electronic cash register support, kitchen display systems, time clock, and financial and reporting functions. Other hardware and software systems that perform the same or substantially similar functions may be purchased by a Licensee. You may choose to pay a fee to third parties you choose for technical support of the hardware and software system used in your Licensed Unit. With respect to franchised Chick-fil-A Restaurants, such fees range from \$9,500 per year to \$20,000 per year for high-speed Internet access, equipment support and software upgrades, and are dependent upon the type of system used in the Restaurant. Chick-fil-A will not have independent access to any data compiled by the hardware and software system used in your Licensed Unit, if any.

**Length of Time to Licensed Unit Opening:** You must open your Chick-fil-A Licensed Unit(s) within 360 days of the approval of the site by Chick-fil-A. It is Chick-fil-A's experience that the typical length of time between the signing of a License Agreement and the opening of the Licensee's Chick-fil-A Licensed Unit is approximately three to nine months. The actual length of this period will depend upon such factors as the length of time necessary for completion of construction, making leasehold improvements and remodeling, installing equipment, fixtures and furnishings, procuring initial inventories and other similar matters, and may vary widely under some circumstances.

**Initial Training Program:** Chick-fil-A's initial training program for Licensees is comprised of two parts, virtual Chick-fil-A Licensing Orientation and virtual Licensee Training. Virtual Chick-fil-A Licensing Orientation is conducted via the Zoom video conferencing platform and is broadcast from Chick-fil-A's corporate headquarters in Atlanta, Georgia. Virtual Chick-fil-A Licensing Orientation is comprised of two virtually facilitated sessions. You must initially send at least one on-site management-level employee (the Food Service Director, General Manager, or other appropriate individual) from each Licensed Site to a virtual Chick-fil-A Licensing session. You must, at all times thereafter, employ at each Licensed Site at least two management-level employees whose duties include direct oversight responsibility for the Chick-fil-A Licensed Unit and who have attended and been certified to Chick-fil-A's satisfaction the virtual Licensee Training program conducted by Chick-fil-A.

Virtual Licensee Training is conducted via the Zoom video conferencing platform and is broadcast from the Chick-fil-A's corporate headquarters in Atlanta, Georgia. Virtual Licensee Training lasts approximately 10 days (see training schedule, below). The actual location, topics and length of the program varies. The program currently utilized by Chick-fil-A covers most aspects of operation, food preparation, labor scheduling, accounting, maintenance, purchasing, policies and certain other applicable topics. The training program begins at a specific time and date to be determined by Chick-fil-A. Prior to opening each Licensed Site, the virtual training program must be completed to Chick-fil-A's satisfaction by at least two of your on-site, leadership-level employees. You must, at all times, employ at each Licensed Site at least two leadership-level employees who work in the Chick-fil-A Licensed Unit and whose duties include management of the Chick-fil-A Licensed Unit and who have either attended and been certified to Chick-fil-A's satisfaction the virtual Licensee Training program conducted by Chick-fil-A and/or been trained by certified leadership who have attend virtual Licensee Training and relevant Pathway training modules. Your employees are not an employee of Chick-fil-A and will not be compensated by Chick-fil-A for or during any training described in this Item.

The virtual training program is conducted by Chick-fil-A's Licensee training staff, which is directed by Ms. Keri Bilotti. The program's principal instructional materials are the Chick-fil-A digital training

resources which include procedures, instructional videos, other materials. Other employees of Chick-fil-A and certain Operator Consultants participate in the training program in their respective areas of expertise. Ms. Bilotti has over fifteen years of experience with Chick-fil-A in the restaurant field. Ms. Bilotti's relevant prior experiences are described in Item 2 of this Disclosure Document.

Chick-fil-A waives any tuition fee for the first two employees from each new Licensed site opening to attend the 10-day virtual Licensee Training program. However, you are responsible for any travel, room, living and other expenses, salary and workers compensation coverage of your employees attending the virtual training program. Chick-fil-A provides no compensation to your employees for attendance at or during any training described in this Item. With respect to new or additional personnel that you send or are required to send to Chick-fil-A's virtual training program (10-day virtual Licensee Training), you will be required to pay Chick-fil-A tuition in the amount of \$250 per employee for such additional training by Chick-fil-A.

### VIRTUAL TRAINING PROGRAM

Subject	Hours of Classroom Training*	Hours of "On the Job" Training**	Location
<b>Virtual Chick-fil-A Licensing Orientation</b>	<b>4 Hours</b>		
Chick-fil-A History,	1 Hour		Zoom (broadcast from Atlanta, GA)
Winning Hearts Every Day	1 Hour		
Roles & Responsibilities	25 minutes		
Critical Success Factors	20 minutes		
Chick-fil-A Quality	35 minutes		
Non-Compliance/Mutual	20 minutes		
Training Resources	20 minutes		
<b>Virtual Licensee Training</b>	<b>Approx. 20 Hours</b>	<b>Approx. 20-30</b>	
Chick-fil-A History,	2.5 hours	1.5 hours	Zoom (broadcast from Atlanta, GA) & in-restaurant application (varies)
Training Resources	2 hours	2 hours	
Non-Compliance/Mutual	1 hour		
Critical Success Factors	1 hour		
Desserts/Dessert	1.5 hours	1.5 hours	
Ordering Process/Serving	1 hour	1 hour	
LEAN principles	1 hour	.5 hour	
Raw Processes	1 hour	2 hours	
Quality Assessments	1.5 hours	1.5 hours	
Breading, Cooking, and	1.5 hours	2.5 hours	
Back of House Equipment	1 hour	2.5 hours	
Assembling Products	1 hour	2 hours	
Action Planning	1 hour		

<b>Subject</b>	<b>Hours of Classroom Training*</b>	<b>Hours of “On the Job” Training**</b>	<b>Location</b>
Front Counter Processes/	1 hour	2.5 hours	
Prep Product Ingredients	1 hour	2.5 hours	
Breakfast Processes and	1 hour	2.5 hours	

\* “Hours of Classroom Training” represents time spent in virtual classroom training via Zoom. “Hours of “On the Job” Training” represents time spent practicing/imitating in-restaurant procedural tasks attending leaders are assigned to complete and provide visual evidence of completion (i.e. image/video uploading to our training platform) for review by the training team.

Virtual training in all subjects is conducted approximately 8 times each year (2 per quarter). Chick-fil-A intends, though is not obligated, to prepare and offer various seminars and conferences to Licensees from time to time in addition to its initial training program. Discussions at these seminars will likely feature topics such as sales techniques, performance standards, marketing programs, self-improvement techniques and other matters. All details concerning any such programs, if offered, such as time, location, duration, cost assessment and other matters, will be determined on a case-by-case basis. Chick-fil-A may under the terms of the License Agreement require the participation of Licensees or their designated managers in such programs. Chick-fil-A considers all information distributed at its training programs and seminars to be confidential and subject to the restrictions described under the “Proprietary Information” subheading in Item 14 below.

In addition, Chick-fil-A may at its election, but is not obligated to, offer various programs to or permit the adoption of programs by Licensees to use in promoting or marketing products, recruiting and retaining restaurant personnel or for other purposes that are not expressly set forth in the License Agreement. All details concerning any of these programs, such as purpose, timing, implementation, cost sharing and other matters, will be determined by Chick-fil-A on a case-by-case basis.

After initial virtual training, you must train any managerial personnel that you may hire to assist in operating your Chick-fil-A Licensed Unit(s). Subject to your obligations under the License Agreement regarding confidentiality, you may use Chick-fil-A’s digital training resources and materials in the training.

**Operating Manual:** The Tables of Contents of Chick-fil-A’s proprietary orientation and operations manuals, showing the number of pages in each section, are attached for your review as Exhibit “D” to this Disclosure Document. The total number of pages in the orientation and operations manuals is 165.

## **Item 12**

### **TERRITORY**

You will be expressly granted the limited right to operate one Chick-fil-A Licensed Unit at one specific Licensed Site location designated by Chick-fil-A. The rights granted to you under the License Agreement are limited to your Chick-fil-A Licensed Unit location only. You will neither acquire nor have any right to use, or to license the use of, any name, mark or other intellectual property right, except as granted to you under the License Agreement in connection with the operation of your Chick-fil-A Licensed Unit at the specific location designated by Chick-fil-A.



You will not receive an exclusive or protected territory, express or implied. The License Agreement contains no exclusive grant, exclusive area, exclusive territorial rights, protected territory or right for you to exclude, disapprove, control or impose conditions on the location, development or operation of current or future Chick-fil-A Restaurants including Chick-fil-A Licensed Units. The sales and customer trading patterns that a Chick-fil-A Licensed Unit experiences at any particular time are subject to change by reason of many factors, including our ongoing development of Chick-fil-A Restaurants including Chick-fil-A Licensed Units, and Licensees do not have a right and should not expect that these patterns will never change. Chick-fil-A has the right to establish other Chick-fil-A Licensed Units or Operator-run or company-owned Chick-fil-A Restaurants both within and outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Unit location, and reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing both within and outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Unit location. During the term of your License Agreement, however, Chick-fil-A will not operate or grant other parties the right to operate any other Chick-fil-A Licensed Units or Operator-run or company-owned Chick-fil-A Restaurants at the exact same Licensed Site as the Licensed Site where you operate your Chick-fil-A Licensed Unit (or, for example, where the Licensed Site is an airport, at the exact same retail area within the Licensed Site). Any internal policies that we may develop, apply and modify periodically in connection with decisions to develop new Chick-fil-A Restaurants including Chick-fil-A Licensed Units do not grant you any contract rights, are not part of your contract, and do not modify or affect Chick-fil-A's or your contract rights and obligations under the License Agreement. Chick-fil-A's internal programs and policies are subject to change or cancellation at any time by Chick-fil-A.

You will not receive an exclusive territory. You may face competition from other licensees or franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Our affiliates may also own and operate Chick-fil-A Restaurants or control competitive brands. We are not required to pay you if we exercise any of the rights specified above outside or inside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site. We do not restrict you from soliciting or accepting authorized food and beverage orders from outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site (subject to your ability to comply with then-current requirements and standards), but you do not have the right to use other unapproved channels of distribution to make sales outside the geographic and customer trading pattern areas surrounding your Chick-fil-A Licensed Site.

You may not relocate your Chick-fil-A Licensed Unit without Chick-fil-A's prior written consent. If you wish to operate a Chick-fil-A Licensed Unit in another location instead of the Licensed Site of your existing Chick-fil-A Licensed Unit, Chick-fil-A may, but is under no obligation to, allow you to relocate to another Licensed Site to establish another Chick-fil-A Licensed Unit. Licensees who relocate in this manner may be required to execute new License Agreements.

If during the term of the License Agreement, you determine that you would (yourself or through a Third-Party Operator) like to operate additional proposed Chick-fil-A Licensed Units at additional Licensed Sites, you must notify Chick-fil-A promptly of each such proposed additional Chick-fil-A Licensed Site and convey to Chick-fil-A all information about the proposed additional Chick-fil-A Licensed Site requested by Chick-fil-A. Chick-fil-A shall have the option to reject or tentatively accept the proposed additional Chick-fil-A Licensed Site, pending Chick-fil-A's completion of a site visit and any further investigative activities it deems necessary or appropriate. You must arrange for Chick-fil-A to have access to each proposed additional Chick-fil-A Licensed Site so that Chick-fil-A can conduct an assessment of the Licensed Site. After Chick-fil-A has completed the site visit, you must complete a site description form for the proposed additional Chick-fil-A Licensed Site and submit it to Chick-fil-A for final approval. Chick-fil-A shall have 10 business days from the date it receives the completed site description form to approve or reject the proposed additional Chick-fil-

A Licensed Site. Chick-fil-A may reject your proposal for additional Chick-fil-A Licensed Sites if Chick-fil-A in its sole discretion determines that: (i) the proposed additional Chick-fil-A Licensed Sites are unsuitable for operating Chick-fil-A Licensed Units; (ii) the proposed additional Chick-fil-A Licensed Sites reflect inappropriately on Chick-fil-A or the Chick-fil-A System; or (iii) the lease, facility, use, occupancy or ownership arrangements with respect to the proposed additional Chick-fil-A Licensed Sites do not comply with Chick-fil-A's requirements. However, Chick-fil-A is under no obligation to offer you the opportunity to operate additional Chick-fil-A Licensed Units and reserves the right under Section 3 of the License Agreement not to offer you the opportunity to operate additional Chick-fil-A Licensed Units. As a condition to Chick-fil-A's approval of each proposed additional Licensed Site, Chick-fil-A may require, in its sole discretion, that you: (i) execute a new, separate License Agreement for each such additional Licensed Site; and (ii) pay an initial license fee for each such additional Licensed Site.

Certain affiliates of Chick-fil-A operate certain Dwarf House restaurants and Truett's Grill restaurants, which are licensed to sell Chick-fil-A products. The Dwarf House restaurants are modeled after the Dwarf Grill restaurant first opened by S. Truett Cathy in Hapeville, Georgia, in 1946. (The eighteen Dwarf House and Truett's Grill restaurants that currently exist are, directly or indirectly, owned by the family of our founder, S. Truett Cathy.) Depending on the proximity of a Dwarf House or Truett's Grill restaurant to your Chick-fil-A Licensed Unit, a Dwarf House or Truett's Grill restaurant may compete with your licensed business.

As described above, Chick-fil-A licenses Chick-fil-A Licensees and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations to sell Chick-fil-A brand products at these locations. Chick-fil-A also grants franchises to franchised Operators and continues to offer franchises to prospective franchised Operators to operate franchised Chick-fil-A Restaurants as free-standing units, mall and in-line units, drive-thru only units and satellite units. Satellite units may be established at non-traditional locations such as in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. Depending on the proximity of other Chick-fil-A Licensed Units or other Chick-fil-A Restaurants to your Chick-fil-A Licensed Unit, a Chick-fil-A Licensed Unit or other Chick-fil-A Restaurant may compete with your licensed business. Chick-fil-A has never offered a franchise other than for a Licensed Unit or a franchised Chick-fil-A Restaurant in the same or any other line of business, although it reserves the right to do so whether by acquisition or start-up.

Chick-fil-A may operate or license others to operate any business competitive with the business of its Operators and/or its Licensees under a name other than Chick-fil-A. Chick-fil-A is currently conducting a test of its affiliate New Mile Ventures, LLC's delivery kitchen concept called Little Blue Menu<sup>®</sup> featuring several new virtual restaurants as well as offering Chick-fil-A products. As of the date of this Disclosure Document, Chick-fil-A has not formulated any plans or policies to operate or license others to operate any business under a different name, but Chick-fil-A or its affiliates may establish other or similar businesses at some future date.

### **Item 13**

#### **TRADEMARKS**

The License Agreement grants you the right to use the trademark “Chick-fil-A” together with the trade name “Chick-fil-A” and all other service marks and trademarks, trade names, designs, signs, emblems, insignia, symbols or slogans used by Chick-fil-A in connection with its Chick-fil-A products. This right is limited strictly to your operation of your Chick-fil-A Licensed Unit and your use must comply with your License Agreement.

CFA Properties, Inc. (“CFA Properties”), an affiliate of Chick-fil-A, owns, among others, the following trademarks, service marks, trade names, logo types and other commercial symbols presently registered on the Principal Register of the United States Patent and Trademark Office, and has licensed these trademarks to Chick-fil-A for sublicense to others to use.

Mark	Registration / Application Number	Registration / Application Date*
Authentic Originals Logo	97/728,737**	12/22/2022
Block C Logo	4,213,524	09/25/2012
Block C Logo	97/402,029**	05/09/2022
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	97/402,021**	05/09/2022
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	97/645,394**	10/24/2022
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	97/594,203**	09/16/2022
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023

Delivery From Us to You & Design	6,569,305	11/23/2021
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	90/597,021**	03/23/2021
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	97/754,376**	01/13/2023
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	2,758,388	09/02/2003
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	97/719,580**	12/15/2022
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996

\* Any required affidavits and renewals pertaining to these Marks have been filed.

\*\* An application for these Marks has been filed, but no federal registration has been granted for these Marks. We do not have a federal registration for these principal Marks. Therefore, these principal Marks do not have many legal benefits and rights as our federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

As of January 1, 2001, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, confidential information, inventions and patents used in operating Chick-fil-A

Restaurants, and to sublicense them to Chick-fil-A’s Licensees, under a license agreement. The initial term of the license agreement is one year, and the term renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A’s right to use or license the use of CFA Properties’ trademarks.

There are no currently effective material determinations of the United States Patent and Trademark Office (“PTO”), the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigations, involving the above-identified marks that are relevant to the marks’ use in this state or any other state. Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

Chick-fil-A has the right to protect any or all of CFA Properties’ trademarks at its own expense, including those listed above. CFA Properties may seek to enhance the protection of any of its intellectual property from by filing trademark applications. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties’ trademarks. The License Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending the trademarks, but we have no obligation to pay to you any damages or costs recovered in such a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving the trademarks. Upon any termination of your License Agreement, you must immediately cease all use of CFA Properties’ trademarks.

Chick-fil-A does not actually know of any superior prior rights or infringing uses that could materially affect your use of CFA Properties’ trademarks.

**Item 14**

**PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

CFA Properties owns a number of issued U.S. utility patents relating to restaurant operations which you will be licensed to use in the operation of your Chick-fil-A Licensed Unit:

Patent Title	Description	Patent No.	Issue Date
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,573,117	11/05/2013
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,726,792	05/20/2013
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,997,634	04/07/2015

<b>Patent Title</b>	<b>Description</b>	<b>Patent No.</b>	<b>Issue Date</b>
Distributed Computing Entity For Detecting Discrepancies Between Calculations Performed By Various Processing Instances	The invention relates to a distributed computing system and comprises a network accessible sales tax calculation engine.	11,475,430	10/18/2022
Modular Humidity Control and Heat Preservation System	The invention relates to a modular humidity control system which includes a food storage housing unit and a humidity control element.	11,604,027	03/14/2023

Additionally, CFA Properties owns a number of pending US and PCT applications for utility patents which you will be licensed to use in the operation of your Chick-fil-A Licensed Unit:

<b>Patent Title</b>	<b>Description</b>	<b>Serial No.</b>	<b>Filing Date</b>
Automated Food Coating System	This application relates to an automated food coating system that allows for automated preparation of food items.	2022-0132905	05/05/2022
Automated Food Coating System	This application relates to an automated food coating system that allows for automated preparation of food items.	WO 2022/094194	05/05/2022
Automated Food Preparation System	The application relates to an automated gantry frying system for moving frying baskets relative to a fryer and removing the food items from the frying basket once the cooking operation is complete.	2021-0068591	03/11/2021
Capacitive Touch Surface	This application relates to capacitive touch surfaces secured on a wall or on movable objects and images are projected onto those surfaces in response to the capacitive touch inputs.	2021-0286474	09/16/2021
Food Transportation And Humidity Control Elements	This application relates to a modular humidity control system which includes a food storage housing unit and a humidity control element.	2020-0120958	04/23/2020
Food Transportation And Humidity Control Elements	This application relates to a modular humidity control system which includes a food storage housing unit and a humidity control element.	2021-0113029	04/22/2021

Patent Title	Description	Serial No.	Filing Date
Food Transportation And Humidity Control Elements	This application relates to a modular humidity control system which includes a food storage housing unit and a humidity control element.	WO 2022/137127	06/30/2022
Object Detection-Based Control Of Projected Content	This application relates to a process for triggering projected displays based on RFID devices.	2022-0327298	10/13/2022
Training Machine Learning Models for Automated Composition Generation	This application relates to analyzing the interests of a child based on various “interaction data” and then generates content outputs in response to those inputs.	2021-0056376	02/25/2021
Training Machine Learning Models For Interest Prediction	This application relates to analyzing the interests of a child based on various “interaction data” and then generates content outputs in response to those inputs.	2021-0056467	02/25/2021

As described in Item 13, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets and confidential information, and the right to make, use, offer for sale and sell the inventions of each patent and patent application, in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A’s Licensees, under a license agreement. The initial term of the license agreement is one year and then renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A’s right to use or sublicense the use of any CFA Properties patents.

Chick-fil-A has no actual knowledge of any court proceeding or decision, any pending infringement or validity challenge, or any other pending material litigation involving any CFA Properties patent.

Chick-fil-A has the sole right to protect and enforce any or all of CFA Properties’ patents at Chick-fil-A’s own expense, including the patent assets listed above. CFA Properties may protect its intellectual property by filing applications, including patent applications. Chick-fil-A has the sole right to determine to file a patent application, continue or end prosecution of a pending patent application, and/or to continue or end payment of maintenance fees for any patent. You must notify Chick-fil-A immediately when you learn about possible infringement of a CFA Properties patent and/or inventions of any CFA Properties patent application. The License Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending patents, but we have no obligation to pay to you any damages and costs recovered in such a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving patents. Upon any termination of your License Agreement, you must immediately cease all use of CFA Properties’ patents and/or the inventions of patent applications.

Chick-fil-A does not actually know of any superior prior rights or infringing uses that could materially affect your use of any CFA Properties patent and/or the inventions of patent applications.

**Proprietary Information:** As also described in Item 13, CFA Properties owns proprietary rights to, and has licensed to Chick-fil-A the right to use and to sublicense others to use, a number of the products that



Chick-fil-A sells and the ingredients and preparation techniques and methods used in preparing them, as well as all development and research records, market research data and information contained in Chick-fil-A's operations, marketing or orientation manuals, or other materials or documents given to you by Chick-fil-A or treated by Chick-fil-A as confidential. Chick-fil-A's seasoning and seasoned coater are two of these primary proprietary items.

The License Agreement requires you to acknowledge that you are likely to be given access to Chick-fil-A's trade secrets, confidential information and other proprietary matters, that this information is proprietary and that its protection is necessary for the proficient and standardized operation of all Chick-fil-A Restaurants.

The License Agreement further requires you to agree that you will not, during the time you are operating a Chick-fil-A Licensed Unit or at any time afterward, without the express prior written consent of Chick-fil-A, publish or disclose to anyone or use other than as approved or required by Chick-fil-A, any of Chick-fil-A's confidential information that is a trade secret under the License Agreement, including under any mandated definition under laws and decisions of the State of Georgia, or that is a trade secret of CFA Properties under any mandated definition under laws and decisions of the State of Delaware. Trade secrets include information or data of or about Chick-fil-A (including confidential business information, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential licensees and franchised operators, customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. You must also abide by the same covenant as to Chick-fil-A's other confidential information, but only during the term of your License Agreement and for a period of two years following any expiration or termination of that Agreement (or in the case of your employees who are managers or supervisors of your Chick-fil-A Licensed Unit(s) during the term of employment and for a period of three years thereafter). If you are a Food Service Provider, you are required to obtain similar covenants from any Third Party involved in the operation of your Chick-fil-A Licensed Unit, the employees of such Third Parties who will be involved in the Chick-fil-A Licensed Unit and all other persons working in your Chick-fil-A Licensed Unit operated by a Third Party.

Except for the license between CFA Properties and Chick-fil-A described above, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties trade secrets, confidential information and other proprietary matters.

**Copyrights:** Every CFA Properties original work of authorship fixed in a tangible medium of expression is protected by copyright law. Chick-fil-A has the sole right to determine whether to register any copyright-protected work. For example, CFA Properties owns copyrights in the orientation and operations manuals and materials as well as video tapes used in training and other items, including, without limitation, certain advertising, promotional and marketing items and materials which CFA Properties has licensed to Chick-fil-A for its own use and to sublicense to others to use.

There currently are no effective determinations of the United States Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Except for the license between CFA Properties and Chick-fil-A described above, no other agreement limits Chick-fil-A's right to use or sublicense the use of any CFA Properties copyrighted materials. Further, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state.

### **Item 15**

#### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

The License Agreement requires you at all times during the term of the License Agreement, and at your own cost, to use diligent efforts to advance the reputation of Chick-fil-A and Chick-fil-A brand products and to develop and enhance consumer awareness of Chick-fil-A brand products and Chick-fil-A's proprietary marks. You must maintain at least two management-level employees at each Licensed Site whose duties include the Chick-fil-A Licensed Unit and who have attended, and completed to Chick-fil-A's satisfaction, Chick-fil-A's training program. Managers and supervisors of Chick-fil-A Licensed Unit(s) are required to enter into a confidentiality agreement as described in Item 14.

### **Item 16**

#### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

Chick-fil-A requires you to offer and sell only the Chick-fil-A brand products and other items that Chick-fil-A has approved. (See Item 8.) If you desire to sell other products in your Chick-fil-A Licensed Unit, you must request and receive written permission from Chick-fil-A before doing so. Under the terms of the License Agreement, you are prohibited from using or occupying the premises of your Chick-fil-A Licensed Unit for any purpose other than operating your Chick-fil-A Licensed Unit.

You must offer all products that you and Chick-fil-A designate as core menu items on Addendum B to your License Agreement. (See Exhibits "B-1" and "B-2" to this Disclosure Document). Chick-fil-A has the right to add additional products to the list of products that you are required to sell.

**Item 17**

**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**This table lists certain important provisions of the License Agreement and related agreements. You should read these provisions in the Agreements attached to this Disclosure Document.**

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	2	To be determined by Chick-fil-A prior to the execution of your License Agreement based on a variety of factors including, without limitation, Chick-fil-A's assessment of the licensing opportunity, the nature of the Licensed Site, the extent of your ability and contractual right, if any, to operate the Licensed Unit at the Licensed Site for a defined or otherwise predictable period of time, and chick-fil-A's past economic and operational experiences at similar licensed site locations.
b. Renewal or extension of term	2	No right to extend or renew. In the exercise of its sole and exclusive business judgment (which may include, without limitation, its assessment of your performance under the License Agreement, your ability and contractual right, if any, to continue to operate at the Licensed Site, and your past economic and operational performance of the Licensed Unit), chick-fil-A may decide, but is under no contractual obligation, to offer you a new license agreement to operate the Licensed Unit for an additional period of time beyond the expiration of the License Agreement.
c. Requirements for franchisee to renew or extend	2	No right to extend or renew. If Chick-fil-A does decide to offer you a new license, such an offer, if any, will be made in the form of Chick-fil-A's then-current form of license agreement (which may include new terms, conditions and fees) and may be conditioned upon, among other things, your refurbishment and remodeling of each Licensed Unit to Chick-fil-A's then-current standards and specifications.
D. Termination by franchisee	8	You can terminate the License Agreement upon Chick-fil-A's failure to cure a material breach of the License Agreement within 30 days of you providing notification of such breach (or, depending upon the nature of the breach, such longer period as may be required to complete a cure). You also can terminate the License Agreement if Chick-fil-A makes a material misrepresentation or false statement under the License Agreement upon 10 days' prior written notice.
e. Termination by franchisor without cause	Not applicable	Not applicable.

Provision	Section in franchise or other agreement	Summary
f. Termination by franchisor with cause	8	We can terminate the License Agreement with cause. Depending on the reason for termination, we may not provide you with an opportunity to cure. See this Item 17(g) and (h) for further description.
g. "Cause" defined – curable defaults	8	Breach of material duties or covenants of License Agreement; damage to goodwill or reputation of Chick-fil-A; failure to comply with hours of operation; continuance of operation materially impaired; loss of Licensed Site; failure to comply with government regulation; failure to comply with Chick-fil-A's standards and specifications.
h. "Cause" defined – non-curable defaults	8	Material misrepresentations regarding the License Agreement; conviction of a felony or crime of moral turpitude; conversion or embezzlement; misrepresentation or failure to make a material disclosure to Chick-fil-A or any governmental authority or in any offer or sale of securities related to a Licensed Unit; continuance of operation of substantially all of Licensed Units materially impaired; understatement of gross receipts by 5% or more on two or more occasions; insolvency, bankruptcy or appointment of receiver; the operation of the Licensed Unit or the license granted to you is frustrated or materially impaired by any law or civil or military authority or acts of God, war or civil disorders, the existence or declaration of a pandemic or epidemic, or by labor union activity.
i. Franchisee's obligations on termination/non-renewal	8	Obligations include: immediately change your Chick-fil-A Licensed Site to a different use; pay Chick-fil-A all sums due; cease to use all trademarks, patents, copyrights and any other intellectual property licensed to you, and return all manuals and other information to Chick-fil-A; obey the terms of any covenant not to compete with Chick-fil-A; and others.
j. Assignment of contract by franchisor	9	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee - defined	9	Includes any assignment of your License Agreement or sale of your interest in your License Agreement.
l. Franchisor approval of transfer by franchisee	9	No transfer allowed without Chick-fil-A's prior written approval.
m. Conditions for franchisor's approval of transfer	9	Chick-fil-A has the right, but not the obligation, to approve a transfer.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.

Provision	Section in franchise or other agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	Not applicable	Not applicable.
q. Non-competition covenants during the term of the franchise	7	You may not anywhere within the Licensed Site where the Licensed Unit is located, directly or indirectly, sell any other nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to the products offered by you at the Licensed Unit as part of the Chick-fil-A system. Additionally, you may not disclose any of Chick-fil-A's trade secrets and confidential information.
r. Non-competition covenants after the franchise is terminated or expires	7	Following any expiration or termination of your License Agreement, you may not for a period of 12 months at the former Licensed Site, directly or indirectly, alone or in conjunction with any other person (including, where applicable, a Third Party Operator) sell any other nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to the products offered previously by you at the Licensed Unit as part of the Chick-fil-A system.
s. Modification of the agreement	11	The License Agreement may only be modified by the execution of a written agreement between both parties. The orientation and operations manuals and materials are subject to change at any time.
t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to state law, see Exhibit "G"). Any promises or statements not in the License Agreement or in this Disclosure Document should not be relied upon. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	10	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit "G").
w. Choice of law*	10	Georgia law applies (subject to state law, see Exhibit "G").

A provision in the License Agreement that terminates the License Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101 *et seq.*

\* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the franchise agreement to address inconsistencies between the franchise agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this Disclosure Document. See Exhibit “G” to this Disclosure Document.

### **Item 18**

#### **PUBLIC FIGURES**

Chick-fil-A does not use any public figure to promote its franchises.

### **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.

As of December 31, 2022, there were approximately 2,806 domestic Chick-fil-A Restaurants open and operating, including approximately 2,411 domestic company-operated and franchised Operator Chick-fil-A Restaurants and 395 domestic Chick-fil-A Licensed Units. The domestic Chick-fil-A Restaurants which are operated by Chick-fil-A and Chick-fil-A Operators, and their annual sales volumes are not the subject of these Financial Performance Representations.

As of December 31, 2022, all 395 domestic Chick-fil-A Licensed Units were being operated by independent, franchised Licensees. Approximately 384 of those 395 domestic Chick-fil-A Licensed Units being operated by Licensees had been open for at least one full calendar year as of December 31, 2022 and had been operated by Licensees during the entire year. The 384 domestic Chick-fil-A Licensed Units that had been open for at least one full calendar year as of December 31, 2022 and their annual sales volumes are the subject of these Financial Performance Representations and discussed below.

In 2022, of the 384 domestic Licensed Units open for at least one full calendar year, 301 Licensed Units are located on college or university campuses. The median annual sales volume of domestic Licensed Units located on college or university campuses that were open at least one year as of December 31, 2022 was \$926,127 and the average annual sales volume was \$1,106,994 with 119 of the 301 or 40% that did as well or better than \$1,106,994 in annual sales. The highest and lowest annual sales volume for these college and university Chick-fil-A Licensed Unit locations open for at least one full calendar year in 2022 was \$5,450,442 and \$62,400, respectively. Approximately 17% of these locations had annual sales volumes less than \$500,000; approximately 23% had annual sales volumes between \$500,000 and \$750,000; approximately 15% had annual sales volumes between \$750,000 and \$1,000,000; and approximately 45% had annual sales volumes in excess of \$1,000,000.

In 2022, of the 384 domestic Licensed Units open for at least one full calendar year, 83 Licensed Units are located at hospitals, businesses, industries or airports. The median annual sales volume of domestic Licensed Units located at hospitals, businesses, industries or airports that were open at least one year as of

December 31, 2022 was \$2,030,749, and the average annual sales volume was \$2,481,031 with 34 of the 83 or 41% that did as well or better than \$2,481,031 in annual sales. The highest and lowest annual sales volume for these hospital, business, industry and airport Chick-fil-A Licensed Unit locations open for at least one full calendar year in 2022 was \$10,064,994 and \$72,747, respectively. Approximately 27% of these locations had annual sales volumes less than \$1,000,000; approximately 20% had annual sales volumes between \$1,000,000 and \$2,000,000; approximately 28% had annual sales volumes between \$2,000,000 and \$4,000,000; and approximately 25% had annual sales volumes in excess of \$4,000,000.

During the calendar year ending December 31, 2022, 1 domestic Licensed Units located on college or university campuses permanently closed, of which 0 had been open for less than 12 months, and 5 domestic Licensed Units located at a hospital, business, industry or airport permanently closed, of which 0 had been open for less than 12 months.

For purposes of the financial performance representations set forth above, the term “annual sales volume” includes a Chick-fil-A Licensed Unit’s entire gross receipts (excluding only sales taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Chick-fil-A Licensed Unit during the applicable calendar year, whether for cash or on a charge, credit or time basis, including sales and services (i) where orders originate and/or are accepted at or in the Chick-fil-A Licensed Unit, or (ii) pursuant to telephone or other similar orders received or filled at or in the Chick-fil-A Licensed Unit.

The financial performance representations set forth above are based upon a total of 384 domestic Chick-fil-A Licensed Units that were open for at least one year as of December 31, 2022, of which 301 were located on college or university campuses and 83 were located at hospitals, businesses, industries or airports. Both domestic Chick-fil-A Licensed Units located on college or university campuses and domestic Chick-fil-A Licensed Units located at hospitals, businesses, industries or airports are similar with respect to their operations and receive similar services from Chick-fil-A. Because domestic Chick-fil-A Licensed Units located on college or university campuses and domestic Chick-fil-A Licensed Units located at hospitals, businesses, industries or airports achieve generally different levels of financial performance, financial performance representations have been included for each type of unit in order to provide information relevant to prospective Licensees.

**Some Chick-fil-A Licensed Units have sold this amount. Your individual results may differ. There is no assurance that you’ll sell as much.**

You are urged to consult with appropriate financial, business and legal advisors in connection with the information set forth in this analysis.

A new Licensee’s individual financial results may differ from the results stated in the Financial Performance Representations for the reasons stated below.

The Financial Performance Representations do not reflect the costs of sales or operating expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. The best source of cost and expense data may be from Licensees and former Licensees, some of whom may be listed in Item 20.

Individual Licensees are likely to experience annual sales volume variations. A Chick-fil-A Licensed Unit’s physical location within any particular geographic area, a Chick-fil-A Licensed Unit’s physical location among different geographic areas of the country, the operational skill and the management methods employed by a Licensee, and menu price variations may significantly affect the sales realized in any given

operation.

Written substantiation of the data used in preparing the Financial Performance Representations will be made available to you upon reasonable request.

Chick-fil-A may provide you with supplemental information relating to the projected sales of a Chick-fil-A Licensed Unit at a specific location (the “Supplemental Information”). Any such Supplemental Information will be in writing and will explain how it differs from the information contained in this Item 19.

Other than the preceding Financial Performance Representations and any Supplemental Information provided to you, as described above, Chick-fil-A does 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. With regard to 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 Kelly D. Ludwick, Vice President, Legal – Employment, Franchising and Litigation, telephone number (404) 765-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.



**Item 20**

**OUTLETS AND FRANCHISEE INFORMATION**

**TABLE NO. 1**

**SYSTEM-WIDE OUTLET SUMMARY  
FOR YEARS 2020 TO 2022**

**CHICK-FIL-A LICENSED UNITS**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Licensed	2020	382	389	+7
	2021	390	393	+3
	2022	393	395	+2
Company Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	382	389	+7
	2021	390	393	+3
	2022	393	395	+2

**CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	2085	2160	+74
	2021	2152	2242	+90
	2022	2230	2338	+108
Company Owned	2020	26	49	+23
	2021	57	69	+12
	2022	81	73	-8
Total Outlets	2020	2111	2209	+98
	2021	2209	2311	+102
	2022	2311	2411	+100

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN THE FRANCHISOR OR AN AFFILIATE)  
FOR YEARS 2020 TO 2022

CHICK-FIL-A LICENSED UNITS

State	Year	Number of Transfers
All States	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

**Note:** For purposes of the above table, a “transfer” means the acquisition of a Chick-fil-A Licensed Unit, during its term, by a person other than Chick-fil-A or an affiliate.

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Number of Transfers
All States	2020	0
	2021	0
	2022	0
Total	2020	0
	2021	0
	2022	0

**Note:** For purposes of the above table, a “transfer” means the acquisition of a franchised Chick-fil-A Restaurant business, during its term, by a person other than Chick-fil-A or an affiliate.

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2020 TO 2022

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AL	2020	13	1	0	0	0	0	14
	2021	14	1	0	0	0	0	15
	2022	15	0	0	0	0	0	15
AZ	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
AR	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
CA	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
CO	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
CT	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
DE	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
DC	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	1	0	0	0	4
FL	2020	24	1	0	0	0	0	25
	2021	25	2	1	0	0	0	26
	2022	26	0	0	0	0	0	26
GA	2020	27	0	4	0	0	0	23
	2021	24	0	1	0	0	0	23
	2022	23	1	1	0	0	0	24

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
ID	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
IL	2020	8	1	2	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
IN	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
KS	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
KY	2020	11	1	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
LA	2020	11	1	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
MD	2020	8	0	0	0	0	0	8
	2021	8	0	1	0	0	0	7
	2022	7	0	0	0	0	0	7
MI	2020	4	1	1	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
MN	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
MS	2020	8	2	0	0	0	0	10
	2021	10	1	1	0	0	0	10
	2022	10	0	1	0	0	0	9
MO	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
NE	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
NV	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
NJ	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
NM	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
NY	2020	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
	2022	1	1		0	0	0	2
NC	2020	25	1	0	0	0	0	26
	2021	26	0	0	0	0	0	26
	2022	26	0	0	0	0	0	26
ND	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
OH	2020	7	1	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7
OK	2020	14	0	0	0	0	0	14
	2021	14	0	2	0	0	0	12
	2021	12	0	1	0	0	0	11
PA	2020	20	0	1	0	0	0	19
	2021	19	2	1	0	0	0	20
	2022	20	2	0	0	0	0	22
SC	2020	17	1	0	0	0	0	18
	2021	18	0	0	0	0	0	18
	2022	18	1	1	0	0	0	18

**CHICK-FIL-A LICENSED UNITS**

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
SD	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
TN	2020	19	1	0	0	0	0	20
	2021	20	1	0	0	0	0	21
	2022	21	1	0	0	0	0	22
TX	2020	63	4	2	0	0	0	65
	2021	65	1	0	0	0	0	66
	2022	66	0	0	0	0	0	66
UT	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
VA	2020	18	2	1	0	0	0	19
	2021	19	1	0	0	0	0	20
	2022	20	1	1	0	0	0	20
WV	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Totals	2020	382	18	11	0	0	0	389
	2021	390	11	8	0	0	0	393
	2022	393	8	6	0	0	0	395

**Notes:**

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of Chick-fil-A Licensed Units opened in each state during each fiscal year, including both new licensed units and company-owned licensed units purchased by a Licensee from Chick-fil-A.
3. For purposes of the above table, “Terminations” reflects the total number of License Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the License Agreement’s term and without providing any consideration to the Licensee (whether by payment, forgiveness or assumption of debt, or new Chick-fil-A Licensed Unit opportunity).

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2020 TO 2022

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
AL	2020	69	2	0	0	0	1	70
	2021	70	8	0	0	5	1	72
	2022	71	1	0	0	1	0	71
AZ	2020	34	2	0	0	1	0	35
	2021	35	1	0	0	1	0	35
	2022	35	3	0	0	1	1	36
AR	2020	21	5	0	0	4	0	22
	2021	21	1	0	0	1	0	21
	2022	21	3	0	0	0	2	22
CA	2020	112	18	0	0	2	0	128
	2021	128	17	0	0	1	1	143
	2022	143	15	0	0	8	0	150
CO	2020	52	0	0	0	2	0	50
	2021	50	3	0	0	4	2	47
	2022	47	4	0	0	4	0	47
CT	2020	10	0	0	0	0	0	10
	2021	9	2	0	0	0	0	11
	2022	11	0	0	0	0	0	11
DC	2020	4	1	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	2	0	0	1	0	6
DE	2020	11	1	0	0	2	0	10
	2021	10	4	0	0	1	0	13
	2022	13	0	0	0	0	0	13
FL	2020	178	12	0	0	5	0	185
	2021	184	18	0	0	9	3	190
	2022	190	14	1	0	8	1	194
GA	2020	199	6	0	0	4	0	201
	2021	201	7	0	0	10	5	193
	2022	193	16	0	0	9	0	200
HI	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
ID	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
IL	2020	38	4	0	0	3	0	39
	2021	41	7	0	0	2	0	46
	2022	46	6	0	0	4	0	48
IN	2020	30	5	0	0	3	0	32
	2021	32	7	0	0	3	0	36
	2022	36	7	0	0	2	0	41
IA	2020	15	2	0	0	3	0	14
	2021	15	0	0	0	3	0	12
	2022	12	2	0	0	1	0	13
KS	2020	13	2	0	0	0	0	15
	2021	14	3	0	0	1	0	16
	2022	16	2	0	0	0	0	18
KY	2020	30	1	0	0	0	0	31
	2021	31	1	0	0	2	0	30
	2022	30	4	0	0	0	0	34
LA	2020	33	1	0	0	1	0	33
	2021	33	5	0	0	3	2	33
	2022	34	9	0	0	2	1	40
ME	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
MD	2020	73	4	0	0	4	0	73
	2021	72	6	0	0	5	0	73
	2022	73	3	0	0	1	1	74
MA	2020	15	1	0	0	0	0	16
	2021	16	1	0	0	1	0	16
	2022	16	2	0	0	1	0	17
MI	2020	8	2	0	0	0	0	10
	2021	10	6	0	0	1	0	15
	2022	15	6	0	0	0	0	21
MN	2020	15	1	0	0	0	0	16
	2021	16	2	0	0	2	0	16
	2022	16	4	0	0	1	0	19



CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
MS	2020	24	1	0	0	1	1	23
	2021	23	1	0	0	0	0	24
	2022	24	7	0	0	2	0	29
MO	2020	29	1	0	0	0	0	30
	2021	30	0	0	0	2	0	28
	2022	28	4	0	0	1	0	31
MT	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
NE	2020	8	1	0	0	1	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	1	0	7
NV	2020	6	4	0	0	0	0	10
	2021	10	4	0	0	1	1	12
	2022	12	3	0	0	0	0	15
NH	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
NJ	2020	36	6	0	0	1	2	39
	2021	39	11	0	0	4	1	45
	2022	44	11	0	0	7	1	47
NM	2020	12	3	0	0	3	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
NC	2020	140	10	0	0	7	3	141
	2021	140	14	0	0	4	2	148
	2022	147	11	0	0	2	0	156
ND	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
NY	2020	21	3	0	0	0	0	24
	2021	24	4	0	0	0	0	28
	2022	28	8	0	0	1	0	35
OH	2020	57	3	0	0	2	0	58
	2021	58	9	0	0	2	1	64
	2022	63	7	0	0	2	0	68

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
OK	2020	33	3	0	0	0	0	36
	2021	36	1	0	0	2	0	35
	2022	34	2	0	0	2	0	34
OR	2020	4	2	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	2	0	0	0	0	9
PA	2020	68	7	0	0	9	0	66
	2021	66	4	0	0	3	0	67
	2022	67	4	0	0	1	1	69
RI	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
SC	2020	78	2	0	0	1	0	79
	2021	78	2	0	0	2	1	77
	2022	77	7	0	0	4	0	80
SD	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
TN	2020	70	3	0	0	3	0	70
	2021	70	3	0	0	2	0	71
	2022	71	2	0	0	0	0	73
TX	2020	348	31	0	0	14	0	365
	2021	362	29	0	0	12	2	377
	2022	376	31	0	0	15	5	387
UT	2020	27	0	0	0	1	0	26
	2021	26	2	0	0	0	0	28
	2022	28	0	0	0	3	0	25
VA	2020	107	9	0	0	4	2	110
	2021	110	6	0	0	2	1	113
	2022	112	4	0	0	4	0	112
WA	2020	13	3	0	0	0	0	16
	2021	16	3	0	0	0	0	19
	2022	19	0	0	0	0	0	19
WV	2020	17	2	0	0	0	0	19
	2021	18	0	0	0	1	0	17
	2022	17	0	0	0	2	0	15

	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
WI	2020	12	1	0	0	0	0	13
	2021	13	3	0	0	0	0	16
	2022	16	3	0	0	0	0	19
WY	2020	2	0	0	0	1	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Totals	2020	2085	167	0	0	83	9	2160
	2021	2152	205	0	0	92	23	2242
	2022	2230	213	1	0	91	13	2338

**Notes:**

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of franchised Chick-fil-A Restaurants opened in each state during each fiscal year, including both new restaurants and company-owned restaurant operations purchased by an Operator from Chick-fil-A.
3. For purposes of the above table, “Terminations” reflects the total number of Franchise Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the Franchise Agreement’s term and without providing any consideration to the Operator (whether by payment, forgiveness or assumption of debt, or new franchised Chick-fil-A Restaurant opportunity).

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS  
FOR YEARS 2020 TO 2022

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All States	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

**Note:** Neither Chick-fil-A nor any affiliate opened, reacquired, closed or sold any Chick-fil-A Licensed Units during the 2020, 2021 and 2022 calendar years.

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS  
FOR YEARS 2020 TO 2022

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
AL	2020	0	0	1	0	1	0
	2021	0	0	5	4	1	0
	2022	1	0	1	1	0	1
AZ	2020	1	0	0	0	1	0
	2021	0	0	1	0	0	1
	2022	1	0	2	0	2	1
AR	2020	2	0	3	1	3	1
	2021	2	0	1	1	1	1
	2022	1	0	1	0	0	2
CA	2020	4	0	3	0	5	2
	2021	2	0	2	0	1	3
	2022	3	0	8	0	6	5
CO	2020	0	0	2	0	0	2
	2021	2	0	6	3	2	3
	2022	3	0	4	0	3	4
CT	2020	0	0	0	0	0	0
	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
DC	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	1	0	1	0
DE	2020	0	0	2	0	1	1
	2021	1	0	1	0	2	0
	2022	0	0	0	0	0	0
FL	2020	1	0	5	0	2	4
	2021	5	0	11	5	4	7
	2022	7	0	10	3	8	6
GA	2020	1	2	4	3	1	3
	2021	3	0	14	5	4	8
	2022	10	0	13	9	7	7
IL	2020	0	2	3	0	2	3
	2021	1	0	2	0	0	3
	2022	3	0	4	1	4	2
IN	2020	1	0	4	1	2	2
	2021	2	0	3	0	3	2
	2022	2	0	2	1	2	1

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
IA	2020	0	0	3	0	2	1
	2021	0	0	3	0	0	3
	2022	3	0	1	1	1	2
KS	2020	1	0	0	0	1	0
	2021	1	0	1	0	2	0
	2022	0	0	0	0	0	0
KY	2020	0	0	0	0	0	0
	2021	0	0	2	1	0	1
	2022	1	0	0	0	1	0
LA	2020	0	0	1	0	0	1
	2021	1	0	5	1	3	2
	2022	1	0	3	1	2	1
MD	2020	1	0	4	0	3	2
	2021	3	0	5	3	3	2
	2022	2	0	2	0	2	2
MA	2020	0	0	0	0	0	0
	2021	0	0	1	0	1	0
	2022	0	0	1	0	0	1
MI	2020	0	0	0	0	0	0
	2021	0	0	1	0	0	1
	2022	1	0	0	0	1	0
MN	2020	0	0	0	0	0	0
	2021	0	0	2	0	1	1
	2022	1	0	1	0	1	1
MS	2020	1	0	2	0	1	2
	2021	2	0	0	0	1	1
	2022	1	0	3	2	2	0
MO	2020	1	0	0	0	1	0
	2021	0	0	2	0	0	2
	2022	2	0	1	0	1	2
NE	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
NV	2020	0	0	0	0	0	0
	2021	0	0	2	0	1	1
	2022	1	0	0	0	1	0
NJ	2020	2	0	3	0	3	2
	2021	2	0	5	0	4	3
	2022	4	0	8	0	7	5
NM	2020	0	0	3	1	2	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
NC	2020	2	0	10	1	6	5
	2021	6	0	6	4	3	5
	2022	6	0	2	1	4	3
NY	2020	1	0	0	0	1	0
	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
OH	2020	0	0	2	0	0	2
	2021	2	0	3	0	3	2
	2022	3	0	2	2	3	0
OK	2020	0	0	0	0	0	0
	2021	1	0	1	1	0	1
	2022	1	0	2	0	1	2
PA	2020	3	0	9	0	5	7
	2021	7	0	3	3	1	6
	2022	6	0	2	2	1	5
SC	2020	1	0	1	1	1	0
	2021	1	0	3	1	2	1
	2022	1	0	4	2	1	2
TN	2020	0	1	4	1	1	3
	2021	3	0	2	2	1	2
	2022	2	0	0	1	0	1
TX	2020	0	0	14	3	9	2
	2021	5	0	14	5	7	7
	2022	8	0	20	7	14	7
UT	2020	0	0	1	0	0	1
	2021	1	0	0	0	1	0
	2022	0	0	3	0	0	3
VA	2020	3	0	6	0	6	3
	2021	3	0	3	2	1	3
	2022	4	0	4	4	1	3
WV	2020	0	0	0	0	0	0
	2021	1	0	1	0	0	2
	2022	2	0	3	2	1	2
WY	2020	0	0	1	1	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	2020	26	5	91	13	60	49
	2021	57	0	106	41	57	69
	2022	81	0	109	40	77	73

**Notes:**

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of company-owned Chick-fil-A Restaurants opened in each state during each fiscal year.
3. For purposes of the above table, “Outlets Reacquired from Franchisees” includes all instances where a Chick-fil-A Restaurant is transferred from an Operator to Chick-fil-A for any reason. These figures include, among other things, all instances where an Operator voluntarily terminates a Franchise Agreement in order to obtain a commitment to be franchised to operate a different Chick-fil-A Restaurant, the Franchise Agreement is terminated by Chick-fil-A, an Operator or by mutual consent, or an Operator otherwise leaves the Chick-fil-A system.



TABLE NO. 5

PROJECTED OPENINGS  
AS OF DECEMBER 31, 2022

CHICK-FIL-A LICENSED UNITS

State	License Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	1	0
Arizona	0	1	0
California	0	1	0
Colorado	0	1	0
Florida	1	4	0
Georgia	0	2	0
Illinois	1	1	
Indiana	0	1	0
Mississippi	0	2	0
Montana	0	1	0
New Jersey	0	2	0
New York	0	7	0
Ohio	0	1	0
Oklahoma	0	1	0
South Carolina	0	2	0
South Dakota	0	1	0
Tennessee	1	1	0
Virginia	0	1	0
Washington DC	1	2	0
Wyoming	1	0	0
<b>Total</b>	<b>5</b>	<b>33</b>	<b>0</b>

**Note:** Chick-fil-A does not intend to open any company-owned Chick-fil-A Licensed Units.

TABLE NO. 5

PROJECTED OPENINGS  
AS OF DECEMBER 31, 2022

CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	1	0
Arizona	0	4	0
Arkansas	0	1	0
California	4	15	0
Colorado	0	1	0
Connecticut	0	2	0
District of Columbia	1	1	0
Florida	7	14	0
Georgia	2	7	0
Hawaii	1	1	0
Illinois	2	5	0
Indiana	0	3	0
Kentucky	0	3	0
Louisiana	1	4	0
Maryland	1	4	0
Michigan	1	3	0
Minnesota	1	1	0
Missouri	0	3	0
Mississippi	1	1	0
Montana	1	1	0
Nevada	0	1	0
New Jersey	0	4	0
New Mexico	1	1	0
New York	1	5	0
North Carolina	1	6	0
Ohio	0	4	0
Oklahoma	2	4	0
Oregon	0	1	0
Pennsylvania	1	4	0
South Carolina	0	1	0
Tennessee	1	5	0
Texas	6	23	0
Utah	1	1	
Virginia	0	6	0
Washington	1	2	0
West Virginia	1	1	0
Wisconsin	0	1	0
<b>Total</b>	<b>39</b>	<b>145</b>	<b>0</b>

**Note:** Chick-fil-A does not intend to open any company-owned Chick-fil-A Restaurants; however, if an Operator has not been selected for a particular location, Chick-fil-A will sometimes open and operate a new Chick-fil-A Restaurant until an Operator has been selected and trained and a Franchise Agreement has been executed for that location.

**LICENSE AGREEMENTS SIGNED BUT LOCATION  
NOT YET OPENED AS OF DECEMBER 31, 2022**

<b>State</b>	<b>City</b>	<b>Licensee</b>	<b>Current Business Phone</b>	<b>Licensed Location</b>
DC	Washington	Perkins Management Services	704-372-3439	University of the District of Columbia
FL	Orlando	MBC Concessions Inc.	702-498-0498	Orlando International Airport – South Terminal Complex
IL	Chicago	HPH-PC Y5 JV LLC	312- 217-9119	Chicago O'Hare International Airport - Terminal 5
TN	Henderson	Freed Hardeman University	731-989-6001	Freed Hardeman University
WY	Laramie	The University of Wyoming	307-766-6252	University of Wyoming

A list of Licensees and the addresses and telephone numbers of their outlets as of December 31, 2022, is attached as Exhibit “E” to this Disclosure Document. Also included in Exhibit “E” is a list of the names of all Operators and the addresses and telephone numbers of their Chick-fil-A Restaurants as of December 31, 2022. Chick-fil-A owned and operated restaurants are also included in this list and are identified by the designation “TMP.” See Item 1 for description of, and differences between, the franchised Operator-owned Chick-fil-A Restaurants and Licensed Units.

A list of the names, city and state, and business telephone number of every Licensee who has had a Chick-fil-A Licensed Unit terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A License Agreement during fiscal year 2022 or who has not communicated with us within ten weeks of the issuance date of this Disclosure Document is attached as Exhibit “F.” If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Chick-fil-A franchise system.

If the license being offered relates to a Chick-fil-A Restaurant that is a company or affiliate-owned Chick-fil-A Restaurant that was previously a franchised Operator owned outlet or Licensed Unit, Chick-fil-A will provide you with a Supplemental Item 20 Disclosure regarding the Chick-fil-A Restaurant's past five years of operation. The Supplemental Item 20 Disclosure will list the name, city and state, and current business phone number of each previous owner of the Chick-fil-A Restaurant during the prior five-year period, the beginning and ending date of each person's respective ownership of the Chick-fil-A Restaurant, the reason for each change in ownership, and when Chick-fil-A retained control of the Chick-fil-A Restaurant.

During the last three years, we have not signed any confidentiality clauses with any current or former Licensees which would restrict them from speaking openly with you about their experiences with us. However, in some instances during the last three fiscal years, former Chick-fil-A Restaurant Operators have signed provisions restricting their ability to speak openly about their experiences with us. You may want to speak with current and former Licensees and Operators, but be aware that not all Operators will be able to communicate with you.

## **Item 21**

### FINANCIAL STATEMENTS

Exhibit "C" to this Disclosure Document includes (i) the audited consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2022 and 2021 and the related consolidated statements of comprehensive earnings, of stockholders' equity and of cash flows for each of the three years (2022, 2021, and 2020) in the period ended December 31, 2022.

## **Item 22**

### CONTRACTS

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

- Exhibit "B-1" License Agreement for Licensees who are Self-Operators
- Exhibit "B-2" License Agreement for Licensees who are Food Service Providers
- Exhibit "D" Table of Contents of Chick-fil-A Manuals
- Exhibit "G" State Specific Addenda and Agreement Amendments

Chick-fil-A does not lease or otherwise provide the Licensed Sites for the various Chick-fil-A Licensed Units. As a result, the leases, if any, for the various Chick-fil-A Licensed Units vary substantially from Licensed Site to Licensed Site because of the different requirements of landlords and property owners. Accordingly, there is no model lease form that can be said to be a typical lease by which a Licensee will be bound. In every instance, the Licensee will be bound by the terms and conditions of the instruments that affect the subject site.

## **Item 23**

### RECEIPTS

A receipt in duplicate is attached to this Disclosure Document as Exhibit “I.” You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Sales Development, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998.

® All trademarks are the property of their respective owners.

**EXHIBIT "A"**

**LIST OF STATE AGENCIES / REGISTERED AGENTS FOR  
SERVICE OF PROCESS OF CHICK-FIL-A, INC.**

## LIST OF STATE ADMINISTRATORS

<p><b>CALIFORNIA</b>          Department of Financial Protection and Innovation          320 West Fourth Street, Suite 750          Los Angeles, CA 90013-2344          (213) 576-7505</p>	<p><b>NEW YORK</b>          New York State Department of Law          Bureau of Investor Protection and Securities          28 Liberty Street          New York, New York 10005          (212) 416-8236 Phone          (212) 416-6042 Fax</p>
<p><b>HAWAII</b>          Department of Commerce and Consumer Affairs          Business Registration Division          Securities Compliance Branch          335 Merchant Street, Room 203          Honolulu, HI 96813          (808) 586-2722</p>	<p><b>NORTH DAKOTA</b>          North Dakota Securities Department          600 East Blvd., 5<sup>th</sup> Floor          Bismarck, ND 58505-0510          (701) 328-2910</p>
<p><b>ILLINOIS</b>          Franchise Bureau          Office of Attorney General          500 S. Second Street          Springfield, IL 62706          (217) 782-4465</p>	<p><b>RHODE ISLAND</b>          Division of Business Regulation          Division of Securities          John O. Pastore Complex          1511 Pontiac Avenue, Bldg. 69-1          Cranston, RI 02920          (401) 462-9527</p>
<p><b>INDIANA</b>          Franchise Section          Indiana Securities Division          Secretary of State, Room E-111          302 West Washington Street          Indianapolis, IN 46204          (317) 232-6531</p>	<p><b>SOUTH DAKOTA</b>          Department of Labor and Regulation          Division of Insurance Securities Regulation          124 S Euclid, Suite 104          Pierre, SD 57501          (605) 773-3563</p>
<p><b>MARYLAND</b>          Office of the Attorney General          Securities Division          200 St. Paul Place, 20<sup>th</sup> Floor          Baltimore, MD 21202          (410) 576-6360</p>	<p><b>VIRGINIA</b>          State Corporation Commission          Department of Securities and Retail Franchising          1300 E. Main St., 9<sup>th</sup> Floor          Richmond, VA 23219          (804) 371-9051</p>
<p><b>MICHIGAN</b>          Michigan Attorney General's Office          Consumer Protection Division          Attn: Franchise Section          525 W. Ottawa Street          G. Mennen Williams Building, 1<sup>st</sup> Floor          Lansing, MI 48913          (517) 335-7567</p>	<p><b>WASHINGTON</b>          Department of Financial Institutions          Securities Division          150 Israel Road SW          Tumwater, WA 98501          (360) 902-8760</p>
<p><b>MINNESOTA</b>          Minnesota Department of Commerce          Market Assurance Division          85 7<sup>th</sup> Place East, Suite 280          St. Paul, MN 55101          (651) 539-1500</p>	<p><b>WISCONSIN</b>          Securities and Franchise Registration          Wisconsin Securities Commission          201 West Washington Avenue, Suite 300          Madison, WI 53703          (608) 266-3431</p>

**LIST OF AGENTS FOR SERVICE OF PROCESS**

<p><b>CALIFORNIA</b>          Commissioner of Department of Financial Protection and Innovation          320 West Fourth Street, Suite 750          Los Angeles, CA 90013-2344          (213) 576-7500</p>	<p><b>NEW YORK</b>          Secretary of State of New York          99 Washington Avenue, 6<sup>th</sup> Floor          Albany, NY 12231-0001          (518) 474-4750</p>
<p><b>HAWAII</b>          Commissioner of Securities          Department of Commerce and Consumer Affairs          Business Registration Division          335 Merchant Street, Room 203          Honolulu, HI 96813          (808) 586-2722</p>	<p><b>NORTH DAKOTA</b>          North Dakota Securities Department          State Capitol, 5<sup>th</sup> Floor          600 East Blvd.          Bismarck, ND 58505-0510          (701) 328-2910</p>
<p><b>ILLINOIS</b>          Illinois Attorney General          500 S. Second Street          Springfield, IL 62706          (217) 782-4465</p>	<p><b>RHODE ISLAND</b>          Division of Business Regulation          Division of Securities          John O. Pastore Complex          1511 Pontiac Avenue, Bldg. 69-1          Cranston, RI 02920          (401) 462-9527</p>
<p><b>INDIANA</b>          Indiana Secretary of State          201 State House          200 West Washington Street          Indianapolis, IN 46204          (317) 232-6531</p>	<p><b>SOUTH DAKOTA</b>          Department of Labor &amp; Regulation          Division of Insurance Securities Regulation          124 S Euclid, Suite 104          Pierre, SD 57501          (605) 773-3563</p>
<p><b>MARYLAND</b>          Maryland Securities Commissioner          Office of Attorney General          200 St. Paul Place          Baltimore, MD 21202          (410) 576-6360</p>	<p><b>VIRGINIA</b>          Clerk of the State Corporation Commission          Tyler Building, 1<sup>st</sup> Floor          1300 E. Main St.          Richmond, VA 23219          (804) 371-9733</p>
<p><b>MICHIGAN</b>          Michigan Department of Commerce          Corporations and Securities Bureau          P.O. Box 30054          6456 Mercantile Way          Lansing, MI 48909          (517) 241-6470</p>	<p><b>WASHINGTON</b>          Director, Department of Financial Institutions          Securities Division          150 Israel Road SW          Tumwater, WA 98501          (360) 902-8760</p>
<p><b>MINNESOTA</b>  <b>Commissioner of Commerce</b>          Minnesota Department of Commerce          85 7<sup>th</sup> Place East, Suite 280          St. Paul, MN 55101          (651) 539-1500</p>	<p><b>WISCONSIN</b>          Commissioner of Securities          Securities and Franchise Registration          201 West Washington Avenue          Suite 300          Madison, WI 53703          (608) 266-3431</p>



**EXHIBIT "B-1"**

**LICENSE AGREEMENT (SELF-OPERATORS)**

**CHICK-FIL-A, INC./[LICENSEE]**  
**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the “Agreement”) is entered into by **CHICK-FIL-A, INC.**, a Georgia corporation (“CFA” or “Chick-fil-A”), and \_\_\_\_\_, a \_\_\_\_\_ corporation (“Licensee”). The effective date of this Agreement (the “Effective Date”) is the date set forth below. In consideration of the rights and benefits they each receive under this Agreement and other valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound by this Agreement, CFA and Licensee (collectively, the “Parties,” individually a “Party”) have fully reviewed and agree to all of the terms and conditions of this Agreement.

**CHICK-FIL-A, INC., a Georgia corporation**  
**5200 Buffington Road**  
**Atlanta, Georgia 30349-2998**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Witness \_\_\_\_\_

(CORPORATE SEAL)

**LICENSEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT ALSO CONTAINS SEVERAL ATTACHED SCHEDULES, THE PAGES OF WHICH ARE NOT NUMBERED.**

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## TERMS AND CONDITIONS

### BACKGROUND

A. CFA originated and owns the rights to a distinctive system (defined below as the “CFA System”) for marketing, preparing and selling certain chicken and other food products (defined in Section 1.1 (k) below as the “Products”).

B. Licensee would like to license from CFA the right to use the CFA System to sell certain of the Products from kiosks, mobile carts, custom facades, counter areas or other retail facilities.

C. CFA is willing to grant Licensee such a license subject to Licensee’s full compliance with the terms and conditions of this Agreement, including Licensee’s willingness to exercise its license rights only in full accordance with the Chick-fil-A Culture (as defined in Section 6.1).

### SECTION 1 -- DEFINITIONS

**1.1 Defined Terms and Phrases.** This Section 1.1 sets forth the definition of certain terms used in this Agreement. Other definitions are found elsewhere in this Agreement. Defined terms may be used in the singular or plural.

(a) **“Additional Site”** means any additional Site where CFA and Licensee agree, after the Effective Date, for Licensee to establish and operate Unit(s) pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement.

(b) **“Authorized Products”** means those Products that Licensee is licensed (or in the future may be licensed) by CFA to sell from a particular Unit.

(c) **“CFA”** and **“Chick-fil-A”** are defined in the preamble; “CFA” and “Chick-fil-A” also include any assignees, designees or successors or assigns of Chick-fil-A, Inc.

(d) **“CFA System”** means CFA’s proprietary system for marketing, preparing and selling the Products, as CFA may further develop from time to time. The CFA System includes, among other things, Chick-fil-A’s: food preparation recipes; food presentation methods; food service techniques, such as quick service operation; signs, menus and advertising materials; sales facility and equipment designs, specifications and layout; the Chick-fil-A Culture; and certain Intellectual Property owned by CFA’s affiliate, CFA Properties, Inc. (“CFA Properties”).

(e) **“Confidential Information”** means valuable and proprietary confidential business information or data of or about a Party or CFA Properties other than “Trade Secrets” (as defined in Section 1.1(o) below). “Confidential Information” of CFA also includes any items specifically designated as a Trade Secret of CFA in Section 7.2 that are ultimately determined under applicable law not to constitute a “trade secret” but that otherwise meet the definition of Confidential Information. **LICENSEE ACKNOWLEDGES AND**

### **AGREES THAT THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL INFORMATION OF CFA.**

(f) **“Gross Receipts”** for any period for a particular Unit means Licensee’s entire gross receipts as determined according to generally accepted accounting principles (excluding only sales taxes or value added taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales of Products, goods, wares and merchandise and from all services performed at, from or in connection with or through the Unit during such period, whether for cash, check or on a charge, credit, time basis or otherwise, including (a) sales originating from orders accepted by Licensee at or away from the Unit, or placed by telephone, fax, delivery/mobile app, requisition or other similar means (collectively “Sales Channels”) or other similar means received or filled at the Unit and (b) any assumed gross revenues of Licensee for purposes of any loss of profits insurance claim. “Gross Receipts” shall not include (i) any refunds to customers previously included in Gross Receipts, and (ii) meals given at any Retail Area to employees of Licensee that work in a Unit at the Retail Area incident to their employment.

(g) **“Ingredients”** means every ingredient, mix, spice, cooking aid, wrapping, food container and all other items necessary or optional for preparing the Products for sale.

(h) **“Initial Sites”** means the Site(s) existing as of the Effective Date.

(i) **“Intellectual Property”** means collectively (i) registered and unregistered copyrights, copyright registrations and applications, (ii) Proprietary Marks (as defined in Section 1.1(1)), and other registered and unregistered trademarks and service marks, trademark and service marks registrations and applications, moral rights, and any other rights to any form or medium of expression, (iii) Trade Secrets (as defined in Section 1.1(o)), privacy rights, and any other protection for confidential information or ideas, (iv) inventions, patents, patent registrations and patent applications, (v) any other material, information or theories which are protectable or registrable under common law or any of the copyright, trademark, patent, Trade Secret, confidentiality or other similar laws of any State and the United States, and (vi) any other similar rights or interests, recognized by applicable law.

(j) **“Manual”** means collectively the operations, training and orientation manuals prepared by or on behalf of CFA that CFA will provide to Licensee as a guide for operating the Units and all other written, electronic, audiotaped or videotaped materials prepared by or on behalf of CFA for the same or a related purpose and delivered or made available to Licensee pursuant to Section 6.5, plus any amendments or additions thereto and any and all non-English language versions thereof (whether prepared by or on behalf of CFA or Licensee).

(k) **“Products”** means all present and future items of food and drink and all non-food inventory intended by CFA to be sold to or used by Chick-fil-A customers generally, including the Authorized Products.

(l) **“Proprietary Marks”** means collectively currently existing and future service marks, trademarks, trade names, trade dress (including product package designs), symbols, slogans, emblems, logos, insignias, external and internal building designs and architectural features, and combinations of the foregoing, which CFA Properties has licensed to CFA for its own use and to sublicense others to use with the CFA System, including those service marks, trademarks and trade names listed on Addendum A.

(m) **“Site”** means the building or facility in which the Unit is located. The “Site” of a Unit not located in a building or facility shall be deemed to be the physical location of the Unit.

(n) **“Retail Area”** means the retail area or food court located at or within a Site.

(o) **“Trade Secrets”** means information or data of or about a Party or CFA Properties (including, but not limited to, confidential business information, technical or non-technical data, formulas, recipes, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of “trade secret” inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

(p) **“Unit”** means each Chick-fil-A facility, kiosk, mobile cart, custom facade, counter area or other retail facility from which Licensee is licensed to sell Products pursuant to this Agreement.

## SECTION 2 -- GRANT AND TERM OF LICENSE

**2.1 License.** Subject to the terms and conditions of this Agreement, CFA grants to Licensee, and Licensee accepts, a non-transferable, non-exclusive license (the “License”) during the License Term (as defined in Section 2.5) to: (a) establish and operate a Unit at each Site approved by CFA and licensed to Licensee by CFA, including the Initial Sites and any Additional Sites that may be approved by CFA pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement; (b) sell the Authorized Products from the Units; (c) use the Proprietary Marks and the CFA System solely for the sale of the Authorized Products from the Units, and (d) advertise the Units to the public, consistent with CFA advertising policies. Licensee and CFA shall complete CFA’s then current version of its “Site Description Form” in the form of Exhibit 2 hereto, for each Site from which Licensee is authorized to operate a Unit. These completed Site Description Forms shall be maintained by CFA and their contents are deemed incorporated by reference into this Agreement.

**2.2 Menus.** The core menu for licensed units is set forth on Addendum B. The core menu applicable to each Unit, which may be modified, amended or otherwise supplemented by the Parties from time to time pursuant to mutual agreement, is set forth on the Site

Description Form for the Site from which Licensee is authorized to operate such Unit.

**2.3 License Not Exclusive.** Licensee acknowledges that the rights licensed and granted to it in this Agreement are not exclusive. CFA reserves the right to operate or to grant parties other than Licensee the right to operate Units or other Chick-fil-A restaurants at any location. CFA also reserves the right to use the Proprietary Marks in connection with, or to operate directly or to license the operation of, any business other than Units at any location. Notwithstanding the foregoing, during the License Term (as defined in Section 2.5), CFA shall not operate or grant other parties the right to operate Units or other Chick-fil-A restaurants from any Site where Licensee operates a Unit.

**2.4 Limitation of License Rights.** Except as is otherwise permitted under this Agreement, the License and rights granted Licensee in this Agreement are for the sole benefit of Licensee and Licensee shall not grant any third party not directly affiliated with Licensee the right to use the Proprietary Marks or the CFA System to sell any products or services from any location. CFA reserves to itself all other rights not granted expressly to Licensee under this Agreement.

**2.5 License Term.** The initial term of the License granted Licensee pursuant to this Section 2 (the “License Term”) shall begin on the Effective Date and shall end on the date that is \_\_\_\_ (\_\_) years after the Effective Date (the “Initial Termination Date”), subject to its earlier termination pursuant to Section 8. Licensee acknowledges and agrees that: (1) Licensee, under this Agreement, has no right either to extend or renew the License Term or to be offered or granted a new license agreement by CFA upon the Initial Termination Date; and (2) CFA is under no obligation under this Agreement either to extend or renew the License Term or to offer or grant a new license agreement to Licensee upon the Initial Termination Date. Any decision by CFA to offer Licensee the opportunity to enter into a new license agreement regarding the License granted in this Section 2 for a period of time beyond the Initial Termination Date: (1) shall be made in the exercise of CFA’s sole and exclusive business judgment (which may include, without limitation, its assessment of Licensee’s performance under and adherence to the terms of this Agreement, Licensee’s ability to continue to operate at the Sites, and the past economic and operational performance of the Units); (2) may be extended or otherwise made in the form of CFA’s then-current form of license agreement (which may include new terms, conditions and fees); and (3) is not and shall not be deemed to be a part of this Agreement. The License Term shall include any modifications to the initial term of the License agreed to by CFA in writing.

## SECTION 3 -- SITES

**3.1 Additional Sites.** If during the License Term Licensee determines that it would like to operate Units at Additional Sites, it shall notify CFA promptly of each such proposed Additional Site and shall convey to CFA all information about the proposed Additional Site requested by CFA. CFA is under no obligation to offer Licensee the opportunity to operate Units at Additional Sites, and CFA reserves the right under Section 3 hereof not to offer Licensee the opportunity to operate Units at Additional Sites. CFA shall have the option to reject or tentatively accept the proposed Additional Site, pending CFA’s completion of a site visit and any further investigative activities it deems necessary or appropriate. Licensee shall arrange

for CFA to have access to each proposed Additional Site so that CFA can conduct an assessment of the Site. After CFA has completed the site visit, Licensee shall complete a Site Description Form for the proposed Additional Site and submit it to CFA for final approval. CFA shall have ten (10) business days from the date it receives the completed Site Description Form to approve or reject the proposed Additional Site. CFA may reject Licensee's proposal for Additional Sites if CFA determines, in its sole and exclusive business judgment, that: (i) the proposed Additional Sites are unsuitable for operating Units; (ii) the proposed Additional Sites reflect inappropriately on CFA or the CFA System; or (iii) the lease facility, use, occupancy or ownership arrangements with respect to the proposed Additional Sites do not comply with the requirements of Section 6.8. As a condition to CFA's approval of each Additional Site, CFA may require, in its sole and exclusive business judgment, that: (i) Licensee execute a new, separate then-current form of License Agreement for each such Additional Site; and (ii) Licensee pay an initial license fee for each such Additional Site, if CFA generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

**3.2 Responsibility.** Notwithstanding Section 3.1, Licensee has the sole responsibility for the selection of any Sites and the location of Units there. Approval by CFA of Sites shall not constitute a representation or warranty by CFA that the Units operated at the Sites will be profitable or safe for customers or employees or other personnel of Licensee. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

#### SECTION 4 -- FEES

**4.1 License Fees and Other Fees.** Addendum C sets forth license fees and certain other fees that Licensee shall pay CFA in consideration of the various rights granted to Licensee under this Agreement and the timing and procedures for paying such license fees and other fees. Licensee agrees to pay all such license fees and other fees as and when they are due and in accordance with all CFA policies.

#### SECTION 5 -- TRAINING AND ASSISTANCE

**5.1 Training.** Before Licensee can begin operating a Unit, it must send at least two (2) management-level employees from the Site, whose duties include management or supervision of Licensee's employees at the Unit, to an initial training program sponsored by CFA and these employees must complete the program to CFA's satisfaction. CFA shall determine the location, time, content and length of the training program. CFA shall waive a tuition charge for the first two (2) such management-level employees attending the training program from the Site. Additional employees may attend the training program if there is space available in the program and Licensee pays the tuition (as set by CFA on Addendum C) for the program. Licensee shall be responsible for the travel, room, living and other expenses, salary, benefits and workers compensation coverage incurred by employees attending the training program. Licensee shall ensure that, at all times during the License Term, at least two (2) management-level employees at a Site whose duties include management or supervision of Licensee's employees at the Unit shall have attended and completed to CFA's satisfaction the training program.

**5.2 Additional Assistance.** CFA, in its sole and exclusive business judgment, may make available to Licensee, from time to time, such additional advice and assistance as Licensee may reasonably request or CFA may deem necessary, including assistance or advice regarding the operation of the Units, additional training and sales building.

#### SECTION 6 -- OPERATION OF THE UNITS

**6.1 Corporate Culture.** Licensee acknowledges the unique corporate environment, culture, reputation and goodwill, including, for example, the Sunday closing policy, that have evolved as an integral part of the CFA System (the "Chick-fil-A Culture"). Accordingly, Licensee agrees that it shall exercise its rights and License granted to it pursuant to this Agreement in a manner consistent with the reputation and goodwill of Chick-fil-A and the Chick-fil-A Culture.

**6.2 Uniformity.** Licensee acknowledges that the CFA System is a unique and unified approach to selling the Products and that, subject to Section 10.8(b), compliance with CFA's standards, specifications, methods, techniques and procedures for operating the Units is necessary to maintain the general uniformity upon which part of the goodwill of CFA and the CFA System depend. Accordingly, subject to Section 10.8(b), Licensee shall conduct the operations of the Units in compliance with all of CFA's standards, specifications, methods, techniques and procedures, including those set forth in this Agreement or the Manual, unless CFA has given Licensee its prior written consent to do otherwise. Licensee recognizes and agrees that CFA from time to time may change or modify its standards, specifications, methods, techniques and procedures and agrees to accept, comply with and otherwise conform to all such changes or modifications (and shall make all reasonable expenditures necessary for such acceptance, compliance and conformance) within a reasonable period of time after Licensee's receipt of notice of such changes or modifications.

**6.3 Standards of Operation.** Licensee shall:

(a) operate each Unit in a clean, safe and orderly manner, providing courteous, first-class service to the public in compliance with all CFA service standards and initiatives;

(b) make every reasonable effort to increase the sales and business and maximize the Gross Receipts of each Unit;

(c) advertise, market, promote and merchandise the business of each Unit by the use of the Proprietary Marks in accordance with Sections 6.6 and 7;

(d) prevent the operation of any Unit, and refrain from using the Proprietary Marks in advertising or promotion, in such a way as to impair the value or reputation of the Proprietary Marks or the CFA System;

(e) prevent the use of any Unit for any immoral or illegal purpose or for any other purpose, business activity, use or function that is not expressly authorized by this Agreement or otherwise approved in writing in advance by CFA and, to the extent Licensee controls the operation of the Sites, prevent the use of any Site for any

illegal purpose or any purpose inconsistent with the Chick-fil-A Culture;

(f) stay familiar with and comply with all requirements in the Manual;

(g) not operate any Unit or otherwise sell the Products from any Unit on Sundays or on Christmas Day;

(h) hire, train, manage and timely pay a sufficient number of employees to operate properly each Unit and otherwise to perform Licensee's duties hereunder, all of which employees shall be employed by and be the sole and exclusive responsibility of Licensee;

(i) maintain at all times a sufficient inventory of Products, Ingredients and supplies to meet customers' demand for the Products sold at each Unit;

(j) pay on a timely basis (i) for all Products, Ingredients, supplies and other goods and services purchased by Licensee for use in connection with the operation of each Unit, (ii) all national, federal, state and local income, sales, withholding, value added and other taxes for which Licensee is liable under a federal, state or local government under any law, statute, ordinance or regulation, and (iii) any debt service on any debt incurred to finance the operation of any Unit;

(k) comply with all supra-national, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the Sites and the Units, including without limitation health, sanitation, fire, safety and environmental laws, statutes, ordinances and regulations;

(l) timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates and registrations necessary or appropriate for Licensee to prepare or operate the Sites and the Units in compliance with all laws, statutes, ordinances and regulations and other provisions of this Agreement;

(m) not operate any Site or any Unit in a manner that presents a health or safety hazard to its customers or creates an environmental hazard;

(n) refrain from performing any act which could be reasonably likely to damage or cause harm to the reputation, goodwill or credit of any Unit, the Proprietary Marks, the CFA System, CFA or the Chick-fil-A Culture;

(o) sell all Products in a manner which is not detrimental to CFA's reputation or the positioning of the Products in the market;

(p) have all employees working in Chick-fil-A Units wear only the approved Chick-fil-A uniform attire, and shall not permit any employee to wear the Chick-fil-A uniform attire in any non-Chick-fil-A operation;

(q) to the extent permitted by applicable law, comply with all restrictions on maximum prices of Products as required by CFA in writing from time to time during the License Term; and

(r) comply at all times with all applicable current and future laws relating to data privacy, personal data and data protection, as well as the then most current Payment Card Industry Data Security Standard ("PCI-DSS") requirements, for safeguarding each Unit's customer data, and use best efforts at and otherwise in connection with the operation of each Unit to maintain data security and protect each Unit against identity theft and theft or misuse of personal information and customer data.

**6.4 Confidentiality Agreement.** In order to give CFA appropriate protection for its Confidential Information and Trade Secrets, Licensee shall require its managers and supervisors involved in the Units to sign a Confidentiality Agreement in substantially the form of Exhibit 1.

**6.5 Operations Manual.** CFA shall provide electronically and lend a copy of the Manual to Licensee for each Site during the License Term for any Unit located at such Site, which copy Licensee shall keep on the premises of the Sites in a secure location. Licensee shall notify CFA immediately if the Manual is lost or destroyed, and CFA shall send a replacement Manual to Licensee. Licensee shall pay CFA a fee of five hundred dollars (\$500) for each replacement Manual. The Manual, including all new, updated and superseded pages, shall at all times remain the property of CFA. Licensee shall return the Manual to CFA within three (3) business days of the expiration or any termination of the License Term of all Units located at the Site. CFA may amend and update the Manual as it deems necessary or appropriate and send new pages or completely revised manuals to Licensee, at no cost to Licensee. Licensee agrees to insert immediately all new pages in their proper places and to remove the superseded pages at the same time and return the superseded pages and/or replaced manuals to CFA within three (3) business days of the receipt by Licensee of the new pages or revised manuals. The Manual is intended to further the purposes of this Agreement and is hereby incorporated by reference into this Agreement. In addition, any changes in the Manual made by CFA during the License Term shall be incorporated into this Agreement automatically and shall be binding on Licensee as of the date updated provisions are deemed received by Licensee pursuant to the notice provisions of Section 11.2. In the event of a conflict between the Manual and this Agreement, this Agreement shall prevail.

**6.6 Consumer Awareness.** Licensee shall at all times during the term of this Agreement, at its own cost, use diligent efforts to advance the reputation of CFA and the Products and to enhance consumer awareness of the Products and the Proprietary Marks. Licensee shall use only advertising and promotional materials, programs and techniques that are consistent with the Chick-fil-A Culture and that comply with any CFA advertising guidelines that may be disseminated from time to time.

**6.7 Preparation and Modification of the Units.** Licensee shall purchase, lease, maintain and replace all equipment and signage for the Units necessary in order to comply with CFA's then-current standards at Licensee's own cost and directly from an approved supplier in accordance with this Section 6.7. Licensee shall be responsible for all installation and space conversion and shall bear the cost of all required smallwares. Licensee shall be responsible for supplying all necessary working drawings and plans for construction, remodeling or renovation of the Sites (the "Drawings") required to prepare the Units for operation, and shall submit such Drawings to

CFA prior to their use. Unless within twenty (20) business days of receipt of the Drawings from Licensee (verified by post office returned receipt or overnight delivery service notification of delivery (signature required)) CFA notifies Licensee of CFA's disapproval of such Drawings, the Drawings will be deemed to have been approved by CFA. Licensee shall build, renovate or remodel the Sites, as the case may be, only in accordance with such plans as they are supplied, or approved, by CFA. To the extent any Unit has been operated by Licensee prior to the date of this Agreement pursuant to a license with CFA, or this Agreement is renewed or extended by operation of law beyond the Initial Termination Date, Licensee shall refurbish and remodel at CFA's option and direction each such Unit to Chick-fil-A's then-current standards, specifications, policies and designs for the development and operation of a Chick-fil-A licensed unit in accordance with Sections 6.2, 6.7 and 6.8 of this Agreement. As between CFA and Licensee, CFA shall be the sole and exclusive owner of all proprietary elements of the Drawings and the renderings on the Drawings, whether or not they are prepared by or on behalf of CFA, although Licensee shall be entitled to retain a copy of the Drawings (provided that Licensee may not disclose the Drawings to any third parties or use the Drawings for a purpose not in conjunction with CFA). To the extent that the Drawings are prepared by or on behalf of Licensee, Licensee shall be solely responsible for providing any third-party service provider with timely payment for such Drawings, and Licensee hereby assigns and agrees to assign or to procure the assignment of all Intellectual Property rights therein, including without limitation copyright and all rights to sue for past infringement, at no cost to CFA. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that is reasonably likely to affect materially the Proprietary Marks.

**6.8 Building and Premises Standards.** CFA shall have the right to require Licensee to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of the Units from suppliers approved in advance by CFA. With respect to the Initial Sites, CFA may exercise such right by delivering written notice to Licensee promptly upon the execution of this Agreement by CFA; with respect to Additional Sites, CFA may exercise such right by delivering written notice to Licensee promptly after approval of the Additional Sites as indicated on the Site Description Form for such Additional Site. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

**6.9 Standards for Products and Supplies.**

(a) Licensee may only sell in a Unit the Authorized Products for that Unit. Licensee shall at all times during the License Term offer for sale at each Unit all Products on the Unit Core Menu approved by CFA for that Unit. Licensee shall not under any circumstances sell any other products or conduct any other business in or from the Units or sell the Products from any location other than the Units, unless approved in advance in writing by CFA.

(b) In preparing Products for sale in the Units, Licensee agrees to use only the ingredients, techniques and procedures designated or approved in advance by CFA. Licensee may offer only such Products in the proportions, appearance and packaging as may

periodically be specified by CFA. Licensee agrees that all Products offered for sale in the Units shall comply with CFA's standards and specifications of quality, portion, taste and appearance and agrees to refrain from selling in the Units any Products that fail to meet such standards and specifications.

(c) Except as CFA may otherwise approve in writing in advance, Licensee shall utilize in the Units only those paper products (e.g. bags, boxes, wrappers, cups, napkins or cartons) or utensils or customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks.

(d) Except as CFA may otherwise approve in writing in advance, Licensee shall purchase from CFA or suppliers approved in advance by CFA all Products and Ingredients, and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks or that are sold or used in at least twenty-five percent (25%) of the then existing CFA restaurants and other facilities selling any or all of the Products even if such items do not display any of the Proprietary Marks. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

**6.10 Payments to CFA.** Licensee acknowledges and agrees that CFA shall have the right to charge and receive payments such as those set forth in Addendum C for or on account of sales of goods or services to or for the benefit of Licensee as CFA reasonably deems appropriate, including without limitation: (a) from Licensee directly when Licensee purchases such goods or services directly from CFA or its authorized distributor(s); or (b) from any other person or entity in the supply chain when Licensee purchases the goods or services from a supplier. Licensee agrees that such payments may be or contain a profit to CFA. Licensee shall reimburse CFA promptly (and in any event within thirty (30) days of receipt of invoice from CFA) for any expenses incurred by CFA on behalf of or for Licensee, and Licensee shall pay interest to CFA on any amounts not paid within such thirty (30) day period in an amount equal to twelve percent (12%) per annum or the highest amount permitted under law if less than twelve percent (12%) per annum.

**6.11 Insurance.** Licensee, at its own expense, shall procure before the commencement of operation of any Unit, maintain in full force and effect at all times during the License Term, and not allow to be cancelled, lapsed, suspended or modified, Commercial General liability insurance covering each Unit for liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract. All insurance coverage required by this Section 6.11 shall be maintained under one or more insurance policies containing minimum liability protection of three million dollars (\$3,000,000) per occurrence. All insurance policies required by this Section 6.11 shall be issued by an insurance company licensed and approved by the Insurance Commissioner (or similar official) in the jurisdiction in which the covered Units are located and have a minimum A.M. Best rating and financial size class of A -VII. Licensee must notify CFA prior to canceling or not renewing any coverage. Licensee shall be the

principal beneficiary of such Commercial General liability insurance policies but shall designate CFA as an additional insured on all such policies and arrange to show this designation via endorsement and on all certificates of coverage and shall forward the endorsement/certificates of coverage to CFA within thirty (30) calendar days of procuring such insurance but in any event before opening a covered Unit. Licensee shall provide annually an updated certificate of insurance with applicable endorsements within 30 days of their policy renewal. Licensee's insurance obligations in this Section 6.11 shall not be limited in any way because of any insurance that CFA may maintain.

**6.12 Reporting Requirements.** Licensee shall furnish to CFA reports and documents relating to Licensee's operation of the Units as described on Addendum D. If any information provided pursuant to this Section demonstrates an underpayment of any License Fee, Licensee shall pay any and all sums due together with interest and costs as described in Section 6.13(d). If the information demonstrates an overpayment, it shall be credited to Licensee's account.

**6.13 Maintenance of Records, Inspections and Audits.**

(a) Licensee shall maintain detailed written records of Licensee's CFA operations (including, but not limited to, any reports required on Addendum D) and all of its books and records shall be maintained according to generally accepted accounting principles. Licensee shall preserve these books and records for at least three (3) years after the close of Licensee's fiscal year to which they relate. CFA has the right to determine whether Licensee is complying with the terms and conditions of this Agreement. Accordingly, Licensee shall ensure that CFA or its designated representatives shall have the right at any time during business hours to: (i) enter upon and inspect the building and premises of the Units or offices and inspect and audit any records located or stored there relating to the Units; (ii) inspect, audit and photocopy the business records, bookkeeping and accounting records, operating records, operating reports, correspondence and general business records of the Units, and the other forms and information and supporting records which Licensee is required to submit to CFA hereunder; and (iii) inspect and observe the standards, specifications, methods, techniques and procedures being utilized by Licensee in the operation of the Units. CFA shall give Licensee at least seventy-two (72) hours prior notice before entering the premises or performing any inspections under clause (i) or (ii) above; however, CFA may act without notice under clause (iii) above or if CFA has a reasonable basis to believe that Licensee has materially violated any term of this Agreement. Licensee shall ensure that it and all other relevant parties fully cooperate with CFA or its designated representatives making any such inspection or conducting or supervising any such audit, and shall ensure that CFA or its designated representatives are permitted to take photographs of the building and premises of the Units and to interview customers and employees of Licensee.

(b) In the event that any of the books and records relating to a Unit are located other than at the Site associated with the Unit, Licensee shall ensure that CFA shall have the same rights to enter such other location and inspect and copy such books and records as is provided in Section 6.13(a). In the event that a Unit is located at a Site to which access is restricted or at which the taking of photographs or interview of customers is restricted, or some or all of the books and records relating to a Unit are located at a place to which

access is restricted, Licensee shall diligently assist and facilitate CFA in obtaining access to such Sites or place to conduct any inspection or audit of such Units or the records relating thereto. For purposes of the preceding sentence, a Site or place to which "access is restricted" refers to a Site or place access to which is not within the control of Licensee or is otherwise restricted by an unrelated third party.

(c) Following any inspection, examination or audit of a Unit, CFA may prepare a list of non-compliant items and other deficiencies in Licensee's operation of the Unit and deliver the list to Licensee. Licensee must thereafter use diligent efforts to correct such non-compliant items and other deficiencies, including taking such actions as CFA may reasonably direct Licensee to take, in order to bring itself and the operation of the Unit into full compliance with this Agreement. Licensee must be in full compliance with every provision of this Agreement within thirty (30) calendar days following delivery of such list of deficiencies by CFA to Licensee.

(d) If any inspection reveals that Gross Receipts reported are less than the actual Gross Receipts ascertained by such inspection, Licensee shall immediately pay CFA the additional amount of License Fee and other fees owed to CFA by reason of such understatement, together with interest of twelve percent (12%) per annum or the highest rate permitted by law if less than twelve percent (12%) per annum. If any report or statement prepared by Licensee understates Gross Receipts by more than five percent (5%) of the actual Gross Receipts, Licensee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse CFA for any and all expenses incurred in connection with ascertaining the understatement, including, but not limited to, reasonable accounting and legal fees. Such payment shall be without prejudice to any other rights or remedies CFA may have under this Agreement or under law or at equity. If any such inspection, examination or audit discloses an overpayment of License Fees, the amount overpaid shall be credited to Licensee's account.

**SECTION 7 -- PROPRIETARY RIGHTS**

**7.1 Ownership of Rights.** CFA Properties has granted CFA a license to use and to sublicense others to use the Proprietary Marks and other Intellectual Property owned by CFA Properties, including, but not limited to, in the manner contemplated by this Agreement. Licensee agrees that all references in this Agreement regarding all rights and benefits of ownership and the use of the Proprietary Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or CFA, as applicable, or their respective successors in interest, as owner or licensee, as applicable. The Parties acknowledge that CFA Properties owns and shall retain all ownership of Intellectual Property associated with the Proprietary Marks and the CFA System. To the extent Licensee has or later obtains any Intellectual Property rights in the Proprietary Marks or the CFA System, by operation of law or otherwise, Licensee hereby agrees to assign all such rights exclusively to CFA Properties or, at CFA's election, CFA's designee, and agrees to take any further action requested by CFA to effectuate such an assignment.

**7.2 Non-Disclosure Covenant.** Each Party acknowledges that it may be exposed to certain Confidential Information and Trade Secrets of the other Party during the License Term, and that its unauthorized use, publication or disclosure of such information or



data could cause immediate and irreparable harm to such other Party. Accordingly, except to the extent that it is necessary to use such information or data to perform its express obligations under this Agreement, neither Party shall (and each Party shall take diligent measures to ensure that none of its employees, other personnel, agents or advisors shall), without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (a) any of the other Party's Confidential Information during the License Term and for a period of two (2) years after the termination of the License Term; or (b) any of the other Party's Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after termination of the License Term). The Parties acknowledge and agree that CFA's Trade Secrets include, but are not limited to: Product formulations, recipes and Ingredients; Product marketing and promotional techniques and plans; financial data and plans; lists of actual and prospective Chick-fil-A licensees, franchised operators, and suppliers; and any components of the CFA System that fall within the definition of "Trade Secret." **THE PARTIES ACKNOWLEDGE AND AGREE THAT CFA'S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A "TRADE SECRET" OF CFA); AND ANY COMPONENT OF THE CFA SYSTEM THAT DOES NOT CONSTITUTE A "TRADE SECRET" BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."**

### **7.3 Limitations on Competition.**

(a) Licensee acknowledges and agrees that, given CFA's substantial investment in the CFA System and given Licensee's substantial access to CFA's Confidential Information and Trade Secrets, it is reasonable for Licensee to agree to refrain from certain competitive activities during and for a reasonable time after the License Term.

(b) Without CFA's prior written permission, Licensee shall not, during the period of time that it is operating a Unit, anywhere within the Site associated with the Unit, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products offered for sale at the Unit pursuant to the CFA System.

(c) Without CFA's prior written permission, for twelve (12) months after Licensee ceases operating or having the right to operate a Unit (such a Unit being referred to as a "Closed Unit"), Licensee shall not from the space where the Closed Unit was located, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products previously offered for sale at the Closed Unit pursuant to the CFA System.

(d) If Licensee violates any covenant in this Section 7.3, it shall be presumed that Licensee has used Confidential Information and Trade Secrets of CFA in violation of Section 7.2.

(e) If any court or other tribunal having jurisdiction to determine the validity or enforceability of any provision contained in this Section 7 determines that it would be invalid or unenforceable as written, in whole or in part, then the provisions of this Section 7 shall be deemed to be modified to the extent or in the manner as is necessary in order for those provisions to be valid and enforceable to the greatest extent possible.

### **7.4 Use of Proprietary Marks.**

(a) Licensee acknowledges that the Proprietary Marks are valid and are the exclusive and valuable property of CFA Properties; that CFA has the right to use, and to sublicense others to use, the Proprietary Marks; and that only duly authorized licensees have the right to use the Proprietary Marks. Licensee further acknowledges that any use by Licensee of the Proprietary Marks pursuant to this Agreement is solely in its role as a licensee of CFA. Licensee shall not use the Proprietary Marks in any manner, either directly or through any other person or entity, other than as necessary to operate the Units. Licensee shall not use any other trademark or service mark (including without limitation any non-English language version) in conjunction with any of the Proprietary Marks without the prior written consent of CFA, nor shall Licensee use or allow the use of any other trademark or service mark in connection with the Units. Licensee further covenants that it will not contest or aid in the contest of the validity of, or ownership of, or CFA's right to use and to license others to use, the Proprietary Marks, nor take or knowingly permit any other action which will or could in any way prejudice or harm any or all of the Proprietary Marks or CFA Properties' ownership thereof, or CFA's right to use and to license others to use the Proprietary Marks. Licensee expressly agrees that it will not adopt or use, or aid a third party in adopting or using, any trademark or service mark that is similar to, imitative of or likely to be confused with any of the Proprietary Marks. Licensee also covenants that it will affix such symbols as "TM", SM, "®", or the equivalent, next to or in conjunction with all of its uses of the Proprietary Marks, as appropriate or necessary, or as directed by CFA, in order to protect all of CFA's rights therein. Any and all goodwill arising out of Licensee's use of any or all of the Proprietary Marks shall inure to the benefit of CFA Properties and shall be and remain the exclusive property of CFA Properties. Where required by CFA, Licensee shall be recorded as a registered user or licensee with the trademarks registry or other appropriate authority in respect of one or more of the Proprietary Marks for any or all of the relevant goods or services or Licensee shall cause other filings to be made having a goal similar to the foregoing, and Licensee shall sign all documents and do all acts to assist CFA for any or all such purposes.

(b) Licensee shall always use the Proprietary Marks in accordance with applicable standards and specifications set by CFA. Licensee acknowledges and agrees that CFA shall have the right to review, and approve or disapprove, in its sole and exclusive business judgment, any and all uses of the Proprietary Marks by Licensee on or in connection with any goods and in all media and in connection with all services (which right will also extend to the quality of such goods and services). Licensee agrees to cease or alter any use of the Proprietary Marks which fails to conform with all applicable

standards and specifications set by CFA or which CFA deems in its sole and exclusive business judgment to be otherwise unacceptable.

(c) Licensee agrees to advise promptly and fully CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA or its designee retains the exclusive right and authority to protect or defend the Proprietary Marks; provided, however, that CFA or its designee shall not be obligated to defend any or all of the Proprietary Marks and may determine not to defend any or all of them for any reason whatsoever; and provided, further, that CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA.

(d) If it appears to CFA that protection of one or more of the Proprietary Marks is no longer viable, either commercially or legally, CFA has the right to relinquish such Proprietary Mark and, at its election, to adopt another mark in the relinquished mark's place. In such event, Licensee agrees to cooperate with CFA in changing all signage, literature, supplies and the like to adapt the Units. Licensee shall not use the mark CHICK-FIL-A or any words identical or similar to any Proprietary Mark in its corporate or other name.

(e) Licensee specifically acknowledges and agrees that it has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Proprietary Marks through the Internet without CFA's prior written approval. Licensee acknowledges and agrees that CFA is under no obligation to grant such consent to Licensee and, as a condition to granting any such consent, CFA shall have the right to establish such requirements as CFA deems appropriate, including, but not limited to, the requirement that Licensee's only presence on the Internet involving, using or otherwise in any association with the Proprietary Marks shall be through a webpage established by CFA on CFA's webpage or Website. As used in this Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. Any webpage or Website proposed or established by Licensee involving, using or otherwise in any association with the Proprietary Marks shall otherwise be deemed to be a use of the Proprietary Marks under this Agreement, and will be subject to, among other things, CFA's approval and then-current policies, procedures, standards and requirements under this Section 7.4, including the subparts above.

**7.5 Copyrights.** Licensee acknowledges that the Manual is an original work of authorship owned by CFA Properties, which has been published with the appropriate notice of copyright and is accordingly protected by the United States Copyright Law 17 U.S.C. § 101 *et seq.* and any and all other applicable copyright laws. Licensee shall not alter or modify the Manual without the prior written consent of the copyright owner.

**7.6 Acknowledgment.** Licensee acknowledges and agrees that its covenants set forth in this Section 7 are reasonable as to time, scope

and territory given CFA's need to protect its Trade Secrets and Confidential Information, particularly given the complexity and competitive nature of the food service industry, and that, if Licensee's relationship with CFA under this Agreement ends, Licensee has sufficient resources to find alternative, commensurate business in its respective fields of expertise that would not violate Section 7. Licensee further acknowledges and agrees that the covenants set forth in this Section 7 and the rights and remedies conferred on CFA under this Agreement are essential elements of this Agreement and that without their inclusion, CFA would not have entered into this Agreement.

## SECTION 8 -- TERMINATION OF LICENSE

### 8.1 Termination by Licensee.

(a) Any one or more of the following shall be a "Licensee Termination Event": (i) CFA's breach of any one or more of its material covenants in this Agreement; or (ii) the incorrectness or untruth of any one or more of CFA's material representations or warranties in this Agreement.

(b) Upon the occurrence of a Licensee Termination Event described in Section 8.1(a)(i), Licensee may serve CFA with written notice specifying the nature of the CFA breach, and upon the expiration of thirty (30) calendar days, if CFA shall have failed to cure or correct the CFA breach, then Licensee may terminate the License Term by serving a written notice of termination upon CFA, with such termination to be effective upon receipt by CFA. If the CFA breach is of such a nature that it cannot be completely cured or corrected within the thirty-day period, and if CFA shall have diligently commenced and continued curing or correcting the CFA breach within the thirty-day period, then the thirty-day period shall be extended as long as reasonably necessary for CFA, using its best commercial efforts, to cure or correct completely the CFA breach.

(c) Upon the occurrence of a Licensee Termination Event described in Sections 8.1(a)(ii), Licensee may terminate the License Term after providing at least ten (10) calendar days' written notice of termination to CFA with such termination to be effective upon the tenth calendar day following receipt by CFA.

### 8.2 Termination by CFA.

(a) The occurrence of any one or more of the following events shall be a "CFA Termination Event": (i) Licensee breaches or otherwise fails to comply with any one or more of its material duties or covenants in this Agreement (including without limitation, any one or more of its duties and obligations under Sections 4, 6 and 7 of this Agreement); (ii) any one or more of Licensee's material representations or warranties in this Agreement are untrue; (iii) Licensee or any of its principals, officers, directors, owners, employees or other personnel, agents or contractors (collectively "Licensee Parties") takes any action, or fails to take any action, which action or failure to act, damages, or in the estimation of CFA has damaged or is likely to damage, the goodwill or reputation of CFA or is inconsistent with the Chick-fil-A Culture, the CFA System or the environment or reputation of CFA; (iv) Licensee fails to open a Unit during the hours and days of operation specified by CFA for that Unit or Licensee opens a Unit on Sunday or Christmas Day; (v) Licensee, or any Licensee Party involved, directly or indirectly, with

any Unit, is convicted of or pleads nolo contendere to a felony or crime involving moral turpitude or is convicted of or pleads nolo contendere to any other crime or offense that could reasonably be expected to affect adversely the reputation or goodwill of CFA, the Proprietary Marks or the CFA System; (vi) Licensee or any Licensee Party converts or embezzles any funds or property of CFA or third parties or engages in any conduct that is fraudulent, unfair, unethical or a deceptive practice; (vii) Licensee makes a willful material misrepresentation, verbally or in writing, or fails to make a material disclosure, to CFA or any national, federal, state or local governmental authority related to a Unit; (viii) continuance, in whole or in part, of the operation of any Unit or of the License granted to Licensee hereunder, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation thereof (collectively a "Law"), or by the actions of any civil or military authority purporting to act thereunder, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic, or by labor union activity; (ix) Licensee submits to CFA on two (2) or more occasions a report which understates Gross Receipts by more than five percent (5%); (x) Licensee files, or consents by answer or otherwise to the filing against it of, a petition for relief, reorganization, or arrangement or any other petition in bankruptcy, for liquidation, dissolution or winding-up or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (xi) Licensee makes a general assignment for the benefit of creditors or consents to or is the subject of the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its properties; (xii) Licensee is adjudicated insolvent or is liquidated, dissolved or wound-up; (xiii) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to Licensee or any substantial part of the properties of Licensee, or an order for relief is entered in any case or proceeding for liquidation or reorganization, or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to Licensee, or ordering the dissolution, winding-up or liquidation of Licensee, or a petition for such relief is filed against Licensee and not dismissed or stayed within sixty (60) calendar days; (xiv) Licensee's lease, license, facility, use, occupancy arrangements for, or ownership of any Site terminates, or Licensee otherwise loses the ability to operate any Unit at or from any Site; (xv) by virtue of this Agreement or its relationship with Licensee, CFA becomes subject to government regulations as a government contractor or subcontractor or applicable Law is determined to require that any Unit be operated in a manner inconsistent with CFA's normal operating procedures or the Chick-fil-A Culture; (xvi) the building or premises of a Site or the Unit at that Site is not operated or maintained in a manner consistent with the standards of a first-class food service facility or the Chick-fil-A Culture or a threat or danger to public health or safety results from the construction, maintenance or operation of the Unit; (xvii) Licensee fails to make timely payment to CFA of any amounts it is required to pay CFA under this Agreement; or (xviii) Licensee commits three (3) or more defaults under this Agreement in any fifty-two (52) week period, irrespective of the timing of each such default and irrespective of whether each such default has been cured after notice.

(b) Upon the occurrence of any one or more CFA Termination Events described in Sections 8.2(a)(i) (other than with respect to a breach by Licensee of Section 7.2, 7.3 or 7.4), 8.2(a)(viii), 8.2(a)(xiv) or 8.2(a)(xvi) CFA may serve Licensee with written notice specifying the nature of the CFA Termination Event, and upon

the expiration of thirty (30) calendar days, if Licensee shall have failed to cure or correct the CFA Termination Event, then CFA may terminate the License Term by serving a written notice of termination upon Licensee, which termination shall be effective upon receipt by Licensee of the notice. If the CFA Termination Event by its nature requires the involvement of third-party vendors or providers of necessary goods or services in order to effectuate a cure and cannot be completely cured or corrected by Licensee using its best commercial efforts within such thirty (30) day period, then such thirty (30) day period shall be extended for as long as reasonably necessary for Licensee, using its best commercial efforts, to complete the curing of the CFA Termination Event.

(c) Upon the occurrence of any one or more CFA Termination Events other than those described in Section 8.2(b), CFA may terminate the License Term with such termination to be effective upon Licensee's receipt of written notice of termination from CFA. Licensee will not have an opportunity to cure these Licensee Termination Events. In the event CFA has the right to terminate the License Term under this Section 8.2(c), CFA may elect to, but shall not be obligated to, (i) give Licensee a right to cure or correct any CFA Termination Event that CFA deems is appropriately curable, or, alternatively, (iii) if Licensee is licensed to operate more than one Unit, CFA may terminate the License Term with respect to one or more, but less than all, of the Units that Licensee is then licensed to operate.

### **8.3 Licensee's Obligations Upon Expiration or Termination.**

(a) Upon the expiration or termination of the License Term, or the expiration or termination of the License Term with respect to one or more, but not all, Units, for any reason pursuant to Section 8.1 or Section 8.2, all rights of Licensee to operate the affected Units and to use, display, access or advertise the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties as defined in Section 1.1(i), at the affected Units, shall cease, and the License granted to Licensee in Section 2.1 with respect to those Units shall immediately terminate.

(b) Once a Unit is terminated either through expiration or termination of the License Term or the termination of the License Term with respect to a particular Unit or otherwise, Licensee shall immediately take one of the following actions with respect to any equipment, inventory, signage or other items from the Unit constituting inventions, patents, trade dress, Trade Secrets or Confidential Information of CFA or which display one or more of the Proprietary Marks (the "Equipment"): (i) Licensee shall transfer any such Equipment from the terminated Unit to another Unit then being operated by Licensee; or if Licensee cannot take the action described in (i), then Licensee shall, at CFA's option, either (ii) sell the Equipment to CFA at its then-current fair market value as determined by CFA in the exercise of its sole and exclusive business judgment and CFA shall have the right to purchase the Equipment accordingly, or (iii) grant CFA full and unfettered access to the Equipment and a license to remove, alter or obliterate any aspect, item, segment or portion of the Equipment that constitutes or includes licensed inventions, patents, trade dress, Trade Secrets or Confidential Information or which displays one or more of the Proprietary Marks. If CFA purchases the Equipment, Licensee shall deliver such

purchased Equipment to CFA free and clear of all liens, charges, encumbrances and security interests promptly upon purchase by CFA. If Licensee transfers the Equipment to another Unit, Licensee shall bear all costs and expenses of transporting such Equipment. Once this Unit expires or is terminated, Licensee shall not under any circumstances advertise for sale or otherwise display or depict any of the Equipment as being for sale using any of the Proprietary Marks or any of CFA's trade dress (including, without limitation, CFA's storefront, word marks, logos, countertop, poster and menu board designs) absent the prior written consent of CFA, which consent Licensee acknowledges may be withheld by CFA in its sole and exclusive business judgment. Further, once this Unit expires or is terminated, Licensee shall not under any circumstances make, use, sell or offer for sale any Equipment that would constitute infringement of CFA Properties' Intellectual Property, should CFA Properties maintain non-exhausted Intellectual Property rights in such Equipment.

(c) Also upon the expiration or termination of the License Term for any reason, Licensee agrees: (i) to cease immediately using any and all of the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties, and to cease immediately operating the Units and if the term of the lease, license or occupancy arrangement for or ownership of the Sites extends beyond such expiration or termination of the License Term, Licensee shall convert the location at each Site where a Unit was operated to a different type of use; (ii) to deliver immediately to CFA or its designee, at Licensee's expense, the Manual, all materials, data compilations or other things constituting or containing CFA's Confidential Information or Trade Secrets, all advertising contracts and property of CFA in Licensee's possession and all materials, data compilations or other things in Licensee's possession which relate to the operation of the Units (including without limitation Products and Ingredients and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items, other food containers and customer convenience items and other goods that display one or more of the Proprietary Marks, to the extent required by CFA under Section 8.3(b) above), excepting only Licensee's copy of this Agreement, Licensee's tax and personal financial records and copies of any correspondence between CFA and Licensee. CFA agrees to assist Licensee to bring about an immediate, effective, complete and orderly transfer of the items set forth above to CFA or its designee; (iii) to execute any and all agreements and other documents deemed necessary or appropriate by CFA to effectuate such expiration or termination (including without limitation cancellation of any registration or filing made under the last sentence of Section 7.4(a)) in a prompt and timely manner and to effectuate cancellation, change or transfer of business names, telephone numbers, facsimile numbers, email addresses, and Internet domain names, addresses, user names or search terms, or other like items, as applicable and as deemed necessary or appropriate by CFA; (iv) to pay immediately all debts it owes CFA and to pay immediately all debts arising from the operation of the Units or other performance of Licensee's responsibilities under the terms of this Agreement; (v) not to advertise or hold itself out in connection with the operation of any competing business or the sale of any Equipment or other things as having been formerly connected with CFA or to have formerly operated a Unit; and (vi) to make such changes to the Sites and to the Units as CFA may request so as to distinguish the Sites from any other Units. In this regard, Licensee shall, without limiting the generality of the previous sentence, dismantle or otherwise remove

from the building and premises of the Units all signage bearing any of the Proprietary Marks and deliver to CFA, pursuant to Section 8.3(b) above, all of such signage.

(d) In the event that the License Term is terminated with respect to one or more, but not all, of the Units, the provisions of this Section 8.3 shall apply only to such terminated Units.

## SECTION 9 -- ASSIGNMENT AND TRANSFER

**9.1 Assignment by CFA.** CFA may sell, transfer and assign any of its rights or obligations under this Agreement to any person, firm or corporation. CFA shall not remain liable for the performance of, and shall automatically be released from, any obligations under this Agreement subsequent to any such assignment. Notwithstanding anything in this Section 9.1 to the contrary, CFA may, in its sole and exclusive business judgment and without the consent of Licensee, pledge or assign its right to receive license fees hereunder, to any creditor, as security for indebtedness. In the event of an assignment or assignments (but not a pledge or pledges) pursuant to this Section by CFA to an unrelated third party, Licensee reserves the right to terminate this Agreement upon thirty (30) calendar days' prior written notice.

### **9.2 Limitations on Transfer by Licensee.**

Licensee acknowledges and agrees that its rights and duties under this Agreement are personal to Licensee and that CFA has granted the License hereunder to Licensee in reliance upon Licensee's character, skill, experience, business ability and financial qualifications. Therefore, Licensee shall not assign any of its rights or obligations under this Agreement voluntarily or involuntarily, by operation of law or otherwise in any manner, except upon prior written approval of CFA and in accordance with the provisions of this Agreement, and any attempt by Licensee to do so shall be null and void. Licensee shall not change the business form or entity which owns or through which Licensee operates the Units, either directly or indirectly, without the prior written consent of CFA.

## SECTION 10 -- MISCELLANEOUS LEGAL MATTERS

**10.1 Independent Contractor.** The Parties acknowledge and agree that Licensee's relationship to CFA is that of an independent contractor. Nothing in this Agreement shall be construed to make Licensee (or any individual whose salary, wages or other compensation is to be paid by Licensee) CFA's employee, agent or representative or to make Licensee and CFA partners, joint venturers, fiduciaries or trustees of the other for tax purposes or any other purpose. Licensee shall not have the power to obligate CFA for any expenses, liabilities or other obligations, without the prior written approval of CFA. Licensee shall conspicuously identify itself at its office and in all dealings with contractors, suppliers, public officials and others as an independent licensee of CFA and shall not hold itself out in any way as an employee, agent, representative, partner, joint venturer, fiduciary or trustee of CFA. Licensee shall also place such other notices of independent ownership on the Units, and on forms, stationery and other materials to be used in the operation of the Units, as CFA may require from time to time, including notices that the Proprietary Marks are owned by CFA Properties and used by Licensee under the License.

**10.2 Equitable Remedies.** Licensee acknowledges, agrees and warrants that any breach or threatened breach by Licensee of any of the material terms of this Agreement, including without limitation a breach of the provisions of Sections 6, 7, 8 or 9, would result in irreparable damage and harm to CFA that would be difficult to ascertain. Accordingly, in such event, CFA shall be entitled, if it so elects, in addition to any other remedies available to it under this Agreement or at law, to immediate equitable relief therefor, including without limitation, an injunction or an order for specific performance. Nothing in this Section 10 shall be deemed to limit CFA's remedies at law or in equity for any breach by Licensee of any provision of this Agreement. Furthermore, nothing in this Section 10 or otherwise contained in this Agreement shall limit, abridge or modify the rights of CFA in and to its Intellectual Property, including its Trade Secrets, Confidential Information and the Proprietary Marks under any applicable national, federal, state, or local trade secret, trade name, trademark, service mark, patent, copyright, unfair competition, license or other law.

**10.3 Indemnification.** To the extent that applicable law prohibits either Party from making the indemnification covered by this Section 10.3, then to that extent, against the Party that is thus prohibited, this Section 10.3 shall not be effective, and the other Party's indemnification obligation under this Section 10.3 shall be similarly reduced, so that each Party's obligations under this Section 10.3 are roughly equal. Each of CFA and Licensee (as applicable, the "Indemnitor") shall and does hereby hold harmless and indemnify the other Party and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (collectively, the "Indemnitee"), from and against any and all claims, counterclaims, suits, demands, debts, costs, liabilities, expenses, setoffs, liens, attachments, judgments, actions and causes of action arising out of (i) the untruth or breach of any of the Indemnitor's representations or warranties in this Agreement, or (ii) a breach by the Indemnitor of its obligations under this Agreement, or (iii) the negligent or intentionally wrongful acts or omissions of the Indemnitor or any of its officers, directors, shareholders, agents or employees (including, in the case of Licensee, the unauthorized, unlicensed or otherwise unpermitted or improper operation or condition of any part of the Units or the Sites); and the Indemnitor shall reimburse the Indemnitee for any and all costs, damages, penalties and expenses, including without limitation attorneys' and advisors' fees, costs of investigation and court costs that the Indemnitee incurs by reason of or due to any such acts or omissions by the Indemnitor. The indemnities herein shall continue in full force and effect subsequent to and notwithstanding any expiration or termination of the License Term.

**10.4 Cumulative Rights and Remedies.** All rights and remedies of the Parties under this Agreement shall be cumulative.

**10.5 Choice of Law.** This Agreement was made and took effect when accepted and executed by CFA in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Agreement shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the Parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or

expiration of this Agreement, and any other aspect of the Parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

**10.6 Litigation.** Licensee acknowledges and agrees that Licensee has and will continue to develop a substantial and continuing relationship with CFA at its offices in the State of Georgia, where CFA's decision-making authority is vested and where its license program operations are conducted and supervised. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in threatened or pending litigation, then the Superior Court of Fulton County, Georgia, United States of America, and the United States District Court for the Northern District of Georgia, Atlanta Division, shall have exclusive jurisdiction to hear and decide such matter, and each Party hereby submits and consents to the jurisdiction of each such courts, and each Party hereby agrees to commence, conduct and conclude such matters only in such courts. The Parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between Licensee and CFA, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Licensee hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Agreement and/or the relationship between Licensee and CFA. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by CFA in any appropriate jurisdiction where Licensee is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any Party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained. If either Party files suit to collect sums from or to enforce its rights or any covenant under this Agreement against the other Party, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection or other action, should the first Party prevail in such suit, including without limitation attorneys' and advisors' fees, court costs and other expenses of litigation.

**10.7 Third Party Claims.** Licensee agrees to notify immediately CFA of the existence of (and forward to CFA copies of relevant documents, if any, within ten (10) days of its receipt of them) any and all actual or threatened demands, claims, notices, suits, actions or other legal processes served on or otherwise coming to the attention of Licensee that would or could affect any Units, the CFA System, CFA's Confidential Information or Trade Secrets, the Proprietary Marks or CFA in general. CFA may, at its option, control any or all such disputes and litigation and Licensee will, at its own expense if it is a named party, or at CFA's expense if it is not, extend its full cooperation in all such matters.

## **10.8 Caveats.**

(a) Licensee acknowledges and agrees that it has entered into this Agreement after making an independent investigation of CFA's operations and not in reliance upon any representative or projected gross revenues, volume, earnings or profits which Licensee might be expected to realize, and that CFA has not made any representation, which is not expressly set forth herein, to induce Licensee to accept the License and execute this Agreement. Licensee represents and warrants that it acknowledges that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors. CFA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND LICENSEE ACKNOWLEDGES THAT CFA DID NOT MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE POTENTIAL SUCCESS, EARNINGS, REVENUES OR PROFITS OF THE UNITS THAT WILL BE OPERATED BY LICENSEE UNDER THIS AGREEMENT.

(b) Because complete and detailed uniformity in the operation and appearance of all Units may not be possible or practical in the many varying conditions in which Units will be operated, CFA reserves the right and privilege, which it may exercise in its sole and exclusive business judgment, to vary the terms or conditions of a license agreement (including without limitation the fees to be paid by a licensee) or the standards, specifications, methods, techniques or procedures applicable to the operation of a Unit for any other of its licensees based upon the differing physical, business, demographic or other conditions existing in the particular area in which such Unit is located or upon the differing personal abilities, aptitudes, experiences or financial qualifications of such licensees. Licensee acknowledges that it will not be entitled to receive any such variance allowed to any of CFA's other licensees.

**10.9 Disclaimer.** CFA, FOR ITSELF, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY GOODS OR SERVICES SOLD OR APPROVED BY IT, OR THE LICENSE GRANTED BY IT, OR ADVICE, GUIDANCE, APPROVAL OR DIRECTIONS RENDERED BY IT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, QUANTITY OR PRICING. LICENSEE AGREES NOT TO MAKE ANY STATEMENT, REPRESENTATION OR CLAIM OR TO GIVE ANY WARRANTY TO THE CONTRARY TO ANY CUSTOMER OR POTENTIAL CUSTOMER OR ANY OTHER PARTY.

## **SECTION 11 -- GENERAL PROVISIONS**

### **11.1 No Implied Waiver.**

(a) Failure of either Party at any time to require performance of any provision of this Agreement shall not affect such Party's right to require full performance of that provision at any time thereafter, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach

thereof or a waiver of a breach of any other provision of this Agreement or as nullifying the effectiveness of such provision or any other provision.

(b) The failure of either Party to seek redress for any violation of this Agreement or to take action based upon a Licensee or CFA Termination Event, as the case may be, or to insist upon the strict performance of any condition of this Agreement, shall not prevent a subsequent act, which would have originally constituted a Termination Event or violation of this Agreement, from having all the force and effect of an original Termination Event or violation. The receipt or acceptance by either Party of any fees or other payments with knowledge of a Termination Event or violation of this Agreement shall not be deemed a waiver of any such relief with respect to such Termination Event or violation. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver be in writing signed by the Party. No payment by either Party or receipt or acceptance by the other Party of a lesser amount than the amount required to be paid shall be deemed to be other than on account of the correct payment.

**11.2 Procedure for Notice.** Any notice permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered (and thus also be deemed to have been received by the addressee thereof) on the day of hand delivery, one (1) business day after being sent by facsimile with electronic verification of receipt being received by the sending Party (with an identical copy of any telefaxed materials being sent as well by first class mail) or overnight delivery service (with notification of delivery) or three (3) business days after being placed in the United States mail for delivery within the United States by certified or registered mail, postage prepaid, returned receipt requested addressed to the recipient at the address set forth on the signature page to this Agreement, unless that Party shall have given written notice of change of address to the sending Party.

**11.3 Severability; Binding Upon Assigns; Further Assurances.** If any provision or provisions of this Agreement shall for any reason be declared invalid or ineffectual by any court or agency of competent jurisdiction, the other provisions hereof shall nonetheless remain valid and shall continue in full force and effect. If it shall be impossible to continue such other provisions of this Agreement in full force and effect after the excision of the provision or provisions so declared invalid or ineffectual, then CFA and Licensee each undertake and agree that they will, upon demand of CFA, make, execute, acknowledge and deliver any and all instruments which CFA deems necessary or appropriate to accomplish lawfully such continuance. It is the intention of the Parties that this provision may be enforced in equity in addition to and not to the exclusion of any other remedies which may be available to the Parties to this Agreement. This Agreement shall be binding upon, and its benefits shall inure to, Licensee and its successors and assigns (subject to the provisions of Section 9) and to CFA and its successors and assigns. From time to time during the License Term, Licensee, upon receipt of the written request of CFA, agrees to execute such other documents or instruments as CFA may reasonably deem necessary or appropriate to carry out and complete the terms hereof.

**11.4 Headings, Addenda, Exhibits.** The captions and headings of the Sections or other subsections of this Agreement are inserted for convenience and reference only and shall have no effect on the meaning of the Agreement. References to Sections, Addenda and

Exhibits refer to sections, addenda and exhibits of this Agreement. All Addenda and Exhibits and other attachments to this Agreement are hereby incorporated by reference into this Agreement.

**11.5 Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument.

**11.6 Personal Pronouns; Plurals.** Each personal pronoun used herein, whether masculine, feminine or neuter, shall include the other gender or genders as the context requires or permits. Each plural or singular verb shall include the other number as the context requires or permits.

**11.7 Continued Effectiveness of This Agreement.** Except for provisions relating only to the License granted to Licensee under Section 2, this Agreement shall remain effective until neither Party has any further obligation to the other Party under this Agreement. The Parties acknowledge that a number of their obligations (for example, Licensee's obligations under Sections 7, 8 and 10) extend beyond the expiration or termination of the License Term.

**11.8 Conflicts.** This Agreement shall control in the event of any conflict between this Agreement and any other agreements Licensee may make with respect to the Units.

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. No other representations have induced Licensee to sign this Agreement except that Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either Party and none shall have any force or effect with reference to this Agreement. No officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

**11.10 U.S. Executive Order Representation.** Licensee represents and warrants that it has not been designated as a suspected terrorist under U.S. Executive Order 13224.

**11.11 Miscellaneous.** Words of inclusion used in this Agreement (such as "including") shall not be deemed to be words of limitation, such that any items or things listed as "included" in another class of items or things shall not be construed as excluding other items or things not expressly mentioned. Both Parties

acknowledge and agree that they have actively participated in the negotiation and drafting of this Agreement. Licensee agrees to promptly execute amendments to any Addenda, from time to time during the License Term, to reflect changes in the information set forth on the Addenda as of the Effective Date.

**EXHIBIT 1**

**CONFIDENTIALITY AGREEMENT**  
**SELF-OP AGREEMENT**

**This form of Agreement must be signed by Licensee personnel working as  
a manager or supervisor in a Unit**

CHICK-FIL-A, INC.

[LICENSEE]

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**EFFECTIVE DATE OF THIS AGREEMENT:** \_\_\_\_\_

Chick-fil-A and its licensed operators have developed a variety of policies and procedures that are designed to ensure that all Chick-fil-A products and the manner in which they are presented and sold, regardless of sales location, conform to the same high standards that have given Chick-fil-A its reputation for first class products and service. Therefore, in return for the right to manage, supervise, operate or work in a Chick-fil-A Unit, you agree as follows:

1. You agree to comply with all Chick-fil-A policies and procedures contained in the Chick-fil-A operations manual, training guide and orientation notebook (if provided to you) and any other statements of policy or procedure furnished by Chick-fil-A.
  
2. You agree to treat the following materials and information as confidential "trade-secret" information of Chick-fil-A and you will not use these materials or this information except in conjunction with the sale of Chick-fil-A products and you will not publish or disclose any of these materials or this information to any person or entity except as authorized by Chick-fil-A in writing to do so: the contents of the operations, training and orientation manuals; any Chick-fil-A product preparation, presentation methods, procedures or recipes; any data relating to sales of Chick-fil-A products and any other financial data or plans; any lists of suppliers or customers of Chick-fil-A; any business or product plans or projections. If, under applicable law, your obligations in this paragraph 2 must be limited to a specified period of time with respect to any of the above materials or information, that period of time shall be the term of time during which you are authorized to operate or work in conjunction with a Chick-fil-A unit plus the three (3) years following the term.

**SIGNATURES OF LICENSEE PERSONNEL (IF REQUIRED TO SIGN), INDICATING STARTING DATE AND ENDING DATE OF WORK IN CHICK-FIL-A UNIT:**

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

(attach additional sheets for additional personnel signatures)



**EXHIBIT 2**

**SITE DESCRIPTION FORM**

**EXHIBIT 2**

**Site Description Form**

*\* The Parties agree that they will maintain a Site Description Form for each Site (whether an Initial Site or an Additional Site). The Parties agree that they will attach to this Exhibit 2 Site Description Forms for all Sites. References to "Exhibit 2" in the License Agreement will be deemed to include all such Site Description Forms.*

1. *Location name, address and telephone number of Site:*

2. *Contractor/Licensee:*

**LICENSEE APPROVAL:**

By \_\_\_\_\_

Name \_\_\_\_\_

3. *Description of Retail Area(s) at Site:*

Title \_\_\_\_\_

4. *Other regional or national brands sold at proposed Site:*

**CHICK-FIL-A, INC. APPROVAL:**

5. *Menu:*

By \_\_\_\_\_

Name \_\_\_\_\_

6. *Days of Operation:*

Title \_\_\_\_\_

Date \_\_\_\_\_

7. *Hours of Operation:*

8. *Attach School Calendar (if Site is at a school)*

## **ADDENDUM A**

### **CFA Trademarks, Service Marks and Tradenames**

The following trademarks, service marks, trade names, logo types and other commercial symbols are presently registered on the principal register of the United States Patent and Trademark Office:

Mark	Registration / Application Number	Registration / Application Date*
Authentic Originals Logo	97/728,737**	12/22/2022
Block C Logo	4,213,524	09/25/2012
Block C Logo	97/402,029**	05/09/2022
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	97/402,021**	05/09/2022
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	97/645,394**	10/24/2022
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	97/594,203**	09/16/2022
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023

Delivery From Us to You & Design	6,569,305	11/23/2021
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	90/597,021**	03/23/2021
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	97/754,376**	01/13/2023
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	2,758,388	09/02/2003
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	97/719,580**	12/15/2022
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996

\* Any required affidavits and renewals pertaining to these Marks have been filed.

\*\* An application for these Marks has been filed, but no federal registration has been granted for these Marks. We do not have a federal registration for these principal Marks. Therefore, these principal Marks do not have many legal benefits and rights as our federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

**ADDENDUM B**

**CORE MENU FOR LICENSED UNITS**

# Entrées

Entrée 1 (Full)	Entrée 2 (No Strips)	Entrée 3 (No Strips/Spicy)	Entrée 4 (No Strips/Grilled/Deluxe)	Entrée 5 (CFA Sandwich/ Nuggets Only)
Chick-fil-A® Sandwich Chick-fil-A® Deluxe Chick-fil-A® Nuggets Chick-fil-A-Chick-n-Strips® Grilled Chicken Sandwich Chick-fil-A® Grilled Chicken Club Sandwich Spicy Chicken Sandwich Spicy Deluxe Sandwich Grilled Nuggets  <b>FUTURE:</b> Seasonal Breaded Sandwich (Promo Panel) Seasonal Grilled Sandwich (Promo Panel) Family Bundle (Promo Panel)	Chick-fil-A® Sandwich Chick-fil-A® Deluxe Chick-fil-A® Nuggets Grilled Chicken Sandwich Chick-fil-A® Grilled Chicken Club Sandwich Spicy Chicken Sandwich Spicy Deluxe Grilled Nuggets  <b>FUTURE:</b> Seasonal Breaded Sandwich (Promo Panel) Seasonal Grilled Sandwich (Promo Panel) Family Bundle (Promo Panel)	Chick-fil-A® Sandwich Chick-fil-A® Deluxe Chick-fil-A® Nuggets Grilled Chicken Sandwich Chick-fil-A® Grilled Chicken Club Sandwich Grilled Nuggets  <b>FUTURE:</b> Seasonal Breaded Sandwich (Promo Panel) Seasonal Grilled Sandwich (Promo Panel) Family Bundle (Promo Panel)	Chick-fil-A® Sandwich Chick-fil-A® Nuggets Spicy Chicken Sandwich  <b>FUTURE:</b> Seasonal Breaded Sandwich (Promo Panel) Family Bundle (Promo Panel)	Chick-fil-A® Sandwich Chick-fil-A® Nuggets



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# Desserts/Treats

Desserts 1 (Full)	Desserts 2 (No Cookie)	Desserts 3 (Brownie Only)
Chocolate Chunk Cookie Brownie Icedream® Milkshakes (All Core + LTF) Frosted Chick-fil-A® Lemonade (Diet + Regular)-unless Beverages 3 Frosted Coffee Iced Coffee  LTF Coffee Platform	Brownie Icedream® Milkshakes (All Core + LTF) Frosted Chick-fil-A® Lemonade (Diet + Regular)-unless Beverages 3 Frosted Coffee Iced Coffee  LTF Coffee Platform	Brownie



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## Beverages

Beverages 1 (Full)	Beverages 2 (No Soft Drinks)	Beverages 3 (No Tea/No Lemonade)
Soft Drinks Iced Tea (Sweet + Unsweet) Chick-fil-A® Lemonade (Regular + Diet) Sunjoy® Bottled Water (Dasani)  FUTURE: LTF Sunjoy® (Promo Panel)	Iced Tea (Sweet + Unsweet) Chick-fil-A® Lemonade (Regular + Diet) Sunjoy® Bottled Water (Dasani)  FUTURE: LTF Sunjoy® (Promo Panel)	Soft Drinks Bottled Water (Dasani)



## Kids Meals

Kids Meals 1 (Full)	Kids Meals 2 (No Strips)	Kids Meals 3 (No Kids Meals)
Chick-fil-A® Nugget Meal Grilled Nugget Meal Chick-fil-A-Chick-n-Strips® Meal  <b>Sides:</b> Fruit Cup (unless on Sides 5 or 6) Chick-fil-A Waffle Potato Fries® (unless on Sides 6) Apple Sauce Mac + Cheese (unless on Sides 3 or 4)  <b>Beverages:</b> Plain Milk Chocolate Milk Apple Juice	Chick-fil-A® Nugget Meal Grilled Nugget Meal (unless on Entrée Option 4 or 5)  <b>Sides:</b> Fruit Cup (unless on Sides 5 or 6) Chick-fil-A Waffle Potato Fries® (unless on Sides 6) Apple Sauce Mac + Cheese (unless on Sides 3 or 4)  <b>Beverages:</b> Plain Milk Chocolate Milk Apple Juice	





## Salads + Wraps

Salads + Wraps 1 (Full)	Salads + Wraps 2 (No SSW or Wrap)	Salads + Wraps 3 (Wrap + Side Salad Only)	Salads + Wraps 4 (Market Salad Only)	Salads + Wraps 5 (No Salads/Wraps)
Market Salad Cobb Salad Spicy Southwest Salad Chick-fil-A® Cool Wrap Side Salad  FUTURE: Seasonal Salads (Promo Panel)  <b>Dressings:</b> Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Market Salad Cobb Salad Side Salad  FUTURE: Seasonal Salads (Promo Panel)  <b>Dressings:</b> Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Chick-fil-A® Cool Wrap Side Salad   <b>Dressings:</b> Avocado Lime Ranch Garden Herb Ranch Fat Free Honey Mustard Light Italian	Market Salad    <b>Dressings:</b> Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Fat Free Honey Mustard Light Italian	



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## Sides

Sides 1 (Full)	Sides 2 (No Soup)	Sides 3 (No Soup/ Mac+Cheese)	Sides 4 (No Soup/ Mac+Cheese/ Kale Crunch)	Sides 5 (Waffle Fries & Chips)	Sides 6 (Chips Only)
Chick-fil-A Waffle Potato Fries® Fruit Cup Chicken Noodle Kale Crunch Greek Yogurt Parfait (If Breakfast) Mac + Cheese Chips  SEASONAL: Chicken Tortilla Soup	Chick-fil-A Waffle Potato Fries® Fruit Cup Kale Crunch Greek Yogurt Parfait (If Breakfast) Mac + Cheese Chips	Chick-fil-A Waffle Potato Fries® Fruit Cup Kale Crunch Greek Yogurt Parfait (If Breakfast) Chips	Chick-fil-A Waffle Potato Fries® Fruit Cup Greek Yogurt Parfait (If Breakfast) Chips	Chick-fil-A Waffle Potato Fries® Chips	Chips



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# Breakfast

Breakfast 1 (Full)	Breakfast 2 (No Sausage/Muffin/Burrito Bowl)	Breakfast 3 (Chick-fil-A® Biscuit & Minis Only)	Breakfast 4 (No Breakfast)
Chick-fil-A® Chicken Biscuit Chick-fil-A Chick-n-Minis™ SEC Biscuit SEC Muffin BEC Biscuit BEC Muffin Hashbrown Scramble Burrito + Bowl (Chicken or Sausage) Egg White Grill Biscuit  <b>Beverages:</b> Coffee OJ  <b>Sides:</b> Hash browns Fruit Cup Greek Yogurt Parfait	Chick-fil-A® Chicken biscuit Chick-fil-A Chick-n-Minis™ BEC Biscuit Biscuit  <b>Beverages:</b> Coffee OJ  <b>Sides:</b> Hash browns Fruit Cup Greek Yogurt Parfait	Chick-fil-A® Chicken biscuit Chick-fil-A Chick-n-Minis™ Biscuit  <b>Beverages:</b> Coffee OJ  <b>Sides:</b> Hash browns Fruit Cup Greek Yogurt Parfait	



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# Catering

Entrée 1	Entrée 2	Desserts 1	Desserts 2	Salads/Wraps 1	Salads/Wraps 2	Salads/Wraps 3	Salads/Wraps 4
All	Chick-fil-A® Sandwich Chick-fil-A® Nuggets Spicy Chicken Sandwich	Cookie Brownie	Brownie	Market Salad Cobb Salad Southwest Salad Chick-fil-A® Cool Wrap Side Salad Chilled Grilled Sub	Market Salad Cobb Salad Chick-fil-A® Cool Wrap Side Salad	Market Salad Cobb Salad Side Salad	Chick-fil-A® Cool Wrap Side Salad

  

Sides 1	Sides 2	Sides 3
Fruit Cup Kale Crunch Chips Mac & Cheese	Fruit Cup Kale Crunch Chips	Fruit Cup Chips

  

Breakfast 1	Breakfast 2	Breakfast 3
<b>Entrees:</b> Chick-fil-A® Chicken Biscuit Chick-fil-A Chick-n-Minis™ Biscuit Bacon Biscuit Sausage Biscuit  <b>Sides:</b> Fruit Greek Yogurt Parfait  <b>Beverages:</b> Coffee	<b>Entrees:</b> Chick-fil-A® Chicken Biscuit Chick-fil-A Chick-n-Minis™ Biscuit Bacon Biscuit  <b>Sides:</b> Fruit Greek Yogurt Parfait  <b>Beverages:</b> Coffee	<b>Entrees:</b> Chick-fil-A® Chicken Biscuit Chick-fil-A Chick-n-Minis™ Biscuit  <b>Sides:</b> Fruit Greek Yogurt Parfait  <b>Beverages:</b> Coffee



Menu Strategy • CONFIDENTIAL

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## ADDENDUM C

### LICENSE FEES

1. **License Fees.** In return for the rights and the License granted under this Agreement, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to ten percent (10%) of Gross Receipts collected during Licensee's four week accounting period ("Accounting Period"), payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. Notwithstanding the foregoing or anything to the contrary stated in this Agreement, with respect to each Unit located at or within a transportation facility, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to seven percent (7%) of Gross Receipts collected during Licensee's Accounting Period, payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. The foregoing sentence shall apply only to Units located at or within transportation facilities and to no other Units under this Agreement.
  
2. **Training Fees.** The tuition charge for the attendance of additional employees at a CFA training program, as contemplated in Section 5.1 of this Agreement, is \$250 per additional employee, payable to CFA at least ten (10) days prior to the first day of the training program attended by such additional employee.

## **ADDENDUM D**

### **CHICK-FIL-A LICENSING PROGRAM SALES REPORTING PROCEDURES**

The following procedures are to be used by Licensees of Chick-fil-A locations to report Gross Receipts.

#### **Daily and Monthly Sales Reporting**

In accordance with best practices for the operation of a Unit under this Agreement, Licensee should report, on a daily basis, all sales of Products generated through all Sales Channels utilized in a Unit by submitting all necessary and appropriate sales reports, data and information to CFA via the CFA Licensee Sales Portal. Licensee should submit all sales reports and data daily after closing for business on each business day or prior to opening for business on the next business day to ensure Licensee remains current with all of Licensee's daily reporting obligations.

Licensee must submit monthly Gross Receipts reports by the fifth (5th) day of each calendar month for the preceding Accounting Period.

#### **Sales Reporting and Supporting Documentation**

With each monthly Gross Receipts report submitted to CFA, Licensee must provide supporting documentation to CFA in the form of a .pdf generated from Licensee's Point-of-Sale system. At each Unit, Gross Receipts are collected through one or more Sales Channels; Licensee must submit to CFA via the CFA Licensee Sales Portal all necessary and appropriate reports and supporting documentation to fully and accurately report and represent all Gross Receipts collected through all Sales Channels utilized at each Unit.

#### **Remittance of License Fees**

The License Fees due and payable to CFA under this Agreement may be remitted to CFA by mail or by ACH and must be received by CFA on or before the 25th day of each calendar month for the preceding Accounting Period. If paying the License Fees by mail, Licensee should mail the License Fees to:

**Chick-fil-A, Inc.  
P.O. Box 208913  
Dallas, TX 75320-8806**

**EXHIBIT “B-2”**

**LICENSE AGREEMENT (FOOD SERVICE PROVIDERS)**

**CHICK-FIL-A, INC./[LICENSEE]**  
**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the “Agreement”) is entered into by **CHICK-FIL-A, INC.**, a Georgia corporation (“CFA” or “Chick-fil-A”), and \_\_\_\_\_, a \_\_\_\_\_ corporation (“Licensee”). The effective date of this Agreement (the “Effective Date”) is the date set forth below. In consideration of the rights and benefits they each receive under this Agreement and other valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, and intending to be legally bound by this Agreement, CFA and Licensee (collectively, the “Parties,” individually a “Party”) have fully reviewed and agree to all of the terms and conditions of this Agreement.

**CHICK-FIL-A, INC., a Georgia corporation**  
**5200 Buffington Road**  
**Atlanta, Georgia 30349-2998**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Witness \_\_\_\_\_

(CORPORATE SEAL)

**LICENSEE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness \_\_\_\_\_

**ADDITIONAL TERMS AND CONDITIONS OF THIS AGREEMENT BEGIN ON THE FOLLOWING PAGE. THIS AGREEMENT ALSO CONTAINS SEVERAL ATTACHED SCHEDULES, THE PAGES OF WHICH ARE NOT NUMBERED.**

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## TERMS AND CONDITIONS

### BACKGROUND

A. CFA originated and owns the rights to a distinctive system (defined below as the “CFA System”) for marketing, preparing and selling certain chicken and other food products (defined in Section 1.1 (k) below as the “Products”).

B. Licensee would like to license from CFA the right to use the CFA System to sell, directly or through Third Party Operators (as defined in Section 2.6), certain of the Products from kiosks, mobile carts, custom facades, counter areas or other retail facilities.

C. CFA is willing to grant Licensee such a license subject to Licensee’s full compliance with the terms and conditions of this Agreement, including Licensee’s willingness to exercise its license rights only in full accordance with the Chick-fil-A Culture (as defined in Section 6.1).

### SECTION 1--DEFINITIONS

1.1 **Defined Terms and Phrases.** This Section 1.1 sets forth the definition of certain terms used in this Agreement. Other definitions are found elsewhere in this Agreement. Defined terms may be used in the singular or plural.

- (a) **“Additional Site”** means any additional Site where CFA and Licensee agree, after the Effective Date, for Licensee to establish and operate Unit(s) pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement.
- (b) **“Authorized Products”** means those Products that Licensee is licensed (or in the future may be licensed) by CFA to sell from a particular Unit.
- (c) **“CFA”** and **“Chick-fil-A”** are defined in the preamble; “CFA” and “Chick-fil-A” also include any assignees, designees or successors or assigns of Chick-fil-A, Inc.
- (d) **“CFA System”** means CFA’s proprietary system for marketing, preparing and selling the Products, as CFA may further develop from time to time. The CFA System includes, among other things, Chick-fil-A’s: food preparation recipes; food presentation methods; food service techniques, such as quick service operation; signs, menus and advertising materials; sales facility and equipment designs, specifications and layout; the Chick-fil-A Culture; and certain Intellectual Property owned by CFA’s affiliate, CFA Properties, Inc. (“CFA Properties”).
- (e) **“Confidential Information”** means valuable and proprietary confidential business information or data of or about a Party or CFA Properties other than “Trade Secrets” (as defined in Section 1.1(o) below). “Confidential

Information” of CFA also includes any items specifically designated as a Trade Secret of CFA in Section 7.2 that are ultimately determined under applicable law not to constitute a “trade secret” but that otherwise meet the definition of Confidential Information. **LICENSEE ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL INFORMATION OF CFA.**

- (f) **“Gross Receipts”** for any period for a particular Unit means Licensee’s entire gross receipts as determined according to generally accepted accounting principles (excluding only sales taxes or value added taxes levied upon retail sales and payable over to the appropriate governmental authority) from all sales of Products, goods, wares and merchandise and from all services performed at, from or in connection with or through the Unit during such period, whether for cash, check or on a charge, credit, time basis or otherwise, including (a) sales originating from orders accepted by Licensee at or away from the Unit, or placed by telephone, fax, delivery/mobile app, requisition or other similar means (collectively “Sales Channels”) or other similar means received or filled at the Unit and (b) any assumed gross revenues of Licensee for purposes of any loss of profits insurance claim. “Gross Receipts” shall not include (i) any refunds to customers previously included in Gross Receipts, and (ii) meals given at any Retail Area to employees of Licensee that work in a Unit at the Retail Area incident to their employment.
- (g) **“Ingredients”** means every ingredient, mix, spice, cooking aid, wrapping, food container and all other items necessary or optional for preparing the Products for sale.
- (h) **“Initial Sites”** means the Site(s) existing as of the Effective Date.
- (i) **“Intellectual Property”** means collectively (i) registered and unregistered copyrights, copyright registrations and applications, (ii) Proprietary Marks (as defined in Section 1.1(1)), and other registered and unregistered trademarks and service marks, trademark and service marks registrations and applications, moral rights, and any other rights to any form or medium of expression, (iii) Trade Secrets (as defined in Section 1.1(o)), privacy rights, and any other protection for confidential information or ideas, (iv) inventions, patents, patent registrations and patent applications, (v) any other material, information or theories which are protectable or registrable under common law or any of the copyright, trademark, patent, Trade Secret, confidentiality or other similar laws of any State and the United States, and (vi) any other similar rights or interests, recognized by applicable law.
- (j) **“Manual”** means collectively the operations, training and orientation manuals prepared by or on behalf of CFA that CFA will provide to Licensee as a guide for operating the Units and all other written, electronic, audiotaped or videotaped materials prepared by or on behalf of CFA for the same or a related purpose and delivered or made

available to Licensee pursuant to Section 6.5, plus any amendments or additions thereto and any and all non-English language versions thereof (whether prepared by or on behalf of CFA or Licensee).

- (k) **“Products”** means all present and future items of food and drink and all non-food inventory intended by CFA to be sold to or used by Chick-fil-A customers generally, including the Authorized Products.
- (l) **“Proprietary Marks”** means collectively currently existing and future service marks, trademarks, trade names, trade dress (including product package designs), symbols, slogans, emblems, logos, insignias, external and internal building designs and architectural features, and combinations of the foregoing, which CFA Properties has licensed to CFA for its own use and to sublicense others to use with the CFA System, including those service marks, trademarks and trade names listed on Addendum A.
- (m) **“Site”** means the building or facility in which the Unit is located. The “Site” of a Unit not located in a building or facility shall be deemed to be the physical location of the Unit.
- (n) **“Retail Area”** means the retail area or food court located at or within a Site.
- (o) **“Trade Secrets”** means information or data of or about a Party or CFA Properties (including, but not limited to, confidential business information, technical or non-technical data, formulas, recipes, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, lists of actual or potential customers or suppliers) that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of “trade secret” inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.
- (p) **“Unit”** means each Chick-fil-A facility, kiosk, mobile cart, custom facade, counter area or other retail facility from which Licensee is licensed to sell Products pursuant to this Agreement.

## SECTION 2--GRANT AND TERM OF LICENSE

2.1 **License.** Subject to the terms and conditions of this Agreement, CFA grants to Licensee, and Licensee accepts, a non-transferable, non-exclusive license (the “License”) during the License Term (as defined in Section 2.5), directly or through “Third Party Operators” as provided in Section 2.6, to: (a) establish and operate a Unit at each Site approved by CFA and licensed to Licensee by CFA, including the Initial Sites and any Additional Sites that may

be approved by CFA pursuant to Section 3.1 for which CFA does not require that Licensee execute a new, separate then-current form of License Agreement; (b) sell the Authorized Products from the Units; (c) use the Proprietary Marks and the CFA System solely for the sale of the Authorized Products from the Units, and (d) advertise the Units to the public, consistent with CFA advertising policies. Licensee and CFA shall complete CFA’s then current version of its “Site Description Form” in the form of Exhibit 2 hereto for each Site from which Licensee is authorized to operate a Unit. These completed Site Description Forms shall be maintained by CFA and their contents are deemed incorporated by reference into this Agreement.

2.2 **Menus.** The core menu for licensed units is set forth on Addendum B. The core menu applicable to each Unit, which may be modified, amended or otherwise supplemented by the Parties from time to time pursuant to mutual agreement, is set forth on the Site Description Form for the Site from which Licensee is authorized to operate such Unit.

2.3 **License Not Exclusive.** Licensee acknowledges that the rights licensed and granted to it in this Agreement are not exclusive. CFA reserves the right to operate or to grant parties other than Licensee the right to operate Units or other Chick-fil-A restaurants at any location. CFA also reserves the right to use the Proprietary Marks in connection with, or to operate directly or to license the operation of, any business other than Units at any location. Notwithstanding the foregoing, during the License Term (as defined in Section 2.5), CFA shall not operate or grant other parties the right to operate Units or other Chick-fil-A restaurants from any Site where Licensee operates a Unit.

2.4 **Limitation of License Rights.** Except as is otherwise permitted under this Agreement (including Section 2.6), the License and rights granted Licensee in this Agreement are for the sole benefit of Licensee and Licensee shall not grant any third party not directly affiliated with Licensee the right to use the Proprietary Marks or the CFA System to sell any products or services from any location. CFA reserves to itself all other rights not granted expressly to Licensee under this Agreement.

2.5 **License Term.** The initial term of the License granted Licensee pursuant to this Section 2 (the “License Term”) shall begin on the Effective Date and shall end on the date that is \_\_\_\_ (\_\_) years after the Effective Date (the “Initial Termination Date”), subject to its earlier termination pursuant to Section 8. Licensee acknowledges and agrees that: (1) Licensee, under this Agreement, has no right either to extend or renew the License Term or to be offered or granted a new license agreement by CFA upon the Initial Termination Date; and (2) CFA is under no obligation under this Agreement either to extend or renew the License Term or to offer or grant a new license agreement to Licensee upon the Initial Termination Date. Any decision by CFA to offer Licensee the opportunity to enter into a new license agreement regarding the License granted in this Section 2 for a period of time beyond the Initial Termination Date: (1) shall be made in the exercise of CFA’s sole and exclusive business judgment (which may include, without limitation, its assessment of Licensee’s performance under and adherence to the terms of this Agreement, Licensee’s ability to continue to operate at the Sites, and the past economic and operational performance of the Units); (2) may be extended or otherwise made in the form of CFA’s then-current form of license agreement (which may include new terms, conditions and



fees); and (3) is not and shall not be deemed to be a part of this Agreement. The License Term shall include any modifications to the initial term of the License agreed to by CFA in writing.

2.6 **Third Party Operators.** Licensee may enter into a food service or management relationship with third parties (“Third Party Operators”) for the Third Party Operators to operate one or more Units if the following conditions are satisfied before the Third Party Operators are given any rights with respect to Chick-fil-A products: (i) the Third Party Operators and all Third Party Operator personnel and all other persons working in a Unit operated by a Third Party Operator (“Third Party Personnel”) must have signed a Chick-fil-A “Confidentiality Agreement” in the form of Exhibit 1; and (ii) CFA must have approved the Third Party Operator arrangement in writing.

(a) **Administrative Matters.** CFA will supply Licensee with a supply of Confidentiality Agreement forms, pre-signed by CFA. Licensee shall maintain all signed Confidentiality Agreements in an organized and secure manner. Licensee shall provide CFA with original executed copies of each Confidentiality Agreement upon request of CFA. At the end of each calendar year during the License Term, Licensee shall provide CFA with a list of all parties who have signed (or are required to sign under this Section 2.6) a Confidentiality Agreement.

(b) **Rationale for Section 2.6 Requirements.** The Parties acknowledge that the requirements set forth in this Section 2.6 are designed to make sure that every party involved in the operation of a Unit or the sale of Products as a result of this Agreement are legally bound to CFA to comply with all applicable Chick-fil-A standards, policies and procedures. Licensee accepts responsibility for making sure that all such parties including Third Party Operators and all persons working in Units operated by the Third Party Operators comply with all such standards, policies and procedures (including but not limited to those set forth in the Confidentiality Agreement and the Manual). Licensee shall, in appropriate cases, take legal action (or cooperate with CFA in any legal action taken by CFA) to enforce compliance with or address breaches or threatened breaches of any such standards, policies and procedures by such Third Party Operators and their employees.

### SECTION 3--SITES

3.1 **Additional Sites.** If during the License Term Licensee determines that it would (itself or through Third Party Operators) like to operate Units at Additional Sites, it shall notify CFA promptly of each such proposed Additional Site and shall convey to CFA all information about the proposed Additional Site requested by CFA. CFA is under no obligation to offer Licensee the opportunity to operate Units at Additional Sites, and CFA reserves the right under Section 3 hereof not to offer Licensee the opportunity to operate Units at Additional Sites. CFA shall have the option to reject or tentatively accept the proposed Additional Site, pending CFA’s completion of a site visit and any further investigative activities it deems necessary or appropriate. Licensee shall arrange for CFA to have access to each proposed Additional Site so that CFA can conduct an assessment of the Site. After CFA has completed the site visit, Licensee shall complete a Site Description Form for the proposed Additional Site and submit it to CFA for final approval.

CFA shall have ten (10) business days from the date it receives the completed Site Description Form to approve or reject the proposed Additional Site. CFA may reject Licensee’s proposal for Additional Sites if CFA determines, in its sole and exclusive business judgment, that: (i) the proposed Additional Sites are unsuitable for operating Units; (ii) the proposed Additional Sites reflect inappropriately on CFA or the CFA System; or (iii) the lease, facility, use, occupancy or ownership arrangements with respect to the proposed Additional Sites do not comply with the requirements of Section 6.8. As a condition to CFA’s approval of each Additional Site, CFA may require, in its sole and exclusive business judgment, that: (i) Licensee execute a new, separate then-current form of License Agreement for each such Additional Site; and (ii) Licensee pay an initial license fee for each such Additional Site, if CFA generally requires prospective licensees to pay an initial license fee in executing its then-current License Agreement.

3.2 **Responsibility.** Notwithstanding Section 3.1, Licensee has the sole responsibility for the selection of any Sites and the location of Units there. Approval by CFA of Sites shall not constitute a representation or warranty by CFA that the Units operated at the Sites will be profitable or safe for customers or employees or other personnel of Licensee or Third Party Operator. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA’s prior written consent.

### SECTION 4--FEES

4.1 **License Fees and Other Fees.** Addendum C sets forth license fees and certain other fees that Licensee shall pay CFA in consideration of the various rights granted to Licensee under this Agreement and the timing and procedures for paying such license fees and other fees. Licensee agrees to pay all such license fees and other fees as and when they are due and in accordance with all CFA policies.

### SECTION 5--TRAINING AND ASSISTANCE

5.1 **Training.** Before Licensee can begin operating a Unit, it must send at least two (2) management-level personnel from the Site, whose duties include management or supervision of Licensee’s employees at the Unit, to an initial training program sponsored by CFA and these individuals must complete the program to CFA’s satisfaction. CFA shall determine the location, time, content and length of the training program. CFA shall waive a tuition charge for the first two (2) such management-level personnel attending the training program from the Site. Additional personnel may attend the training program if there is space available in the program and Licensee pays the tuition (as set by CFA on Addendum C) for the program. Licensee shall be responsible for the travel, room, living and other expenses, salary, benefits and workers compensation coverage incurred by personnel attending the training program. Licensee shall ensure that, at all times during the License Term, at least two (2) management-level personnel at a Site whose duties include management or supervision of Licensee’s employees at the Unit shall have attended and completed to CFA’s satisfaction the training program.

5.2 **Additional Assistance.** CFA, in its sole and exclusive business judgment, may make available to Licensee, from time to time, such additional advice and assistance as Licensee may reasonably request or CFA may deem necessary, including assistance

or advice regarding the operation of the Units, additional training and sales building.

## SECTION 6--OPERATION OF THE UNITS

6.1 **Corporate Culture.** Licensee acknowledges the unique corporate environment, culture, reputation and goodwill, including, for example, the Sunday closing policy, that have evolved as an integral part of the CFA System (the "Chick-fil-A Culture"). Accordingly, Licensee agrees that it shall exercise its rights and License granted to it pursuant to this Agreement in a manner consistent with the reputation and goodwill of Chick-fil-A and the Chick-fil-A Culture.

6.2 **Uniformity.** Licensee acknowledges that the CFA System is a unique and unified approach to selling the Products and that, subject to Section 10.8(b), compliance with CFA's standards, specifications, methods, techniques and procedures for operating the Units is necessary to maintain the general uniformity upon which part of the goodwill of CFA and the CFA System depend. Accordingly, subject to Section 10.8(b), Licensee shall conduct the operations of the Units in compliance with all of CFA's standards, specifications, methods, techniques and procedures, including those set forth in this Agreement or the Manual, unless CFA has given Licensee its prior written consent to do otherwise. Licensee recognizes and agrees that CFA from time to time may change or modify its standards, specifications, methods, techniques and procedures and agrees to accept, comply with and otherwise conform to all such changes or modifications (and shall make all reasonable expenditures necessary for such acceptance, compliance and conformance) within a reasonable period of time after Licensee's receipt of notice of such changes or modifications.

6.3 **Standards of Operation.** Licensee shall and, with respect to Units operated by Third Party Operators, Licensee shall make sure that every Third Party Operator shall:

- (a) operate each Unit in a clean, safe and orderly manner, providing courteous, first-class service to the public in compliance with all CFA service standards and initiatives;
- (b) make every reasonable effort to increase the sales and business and maximize the Gross Receipts of each Unit;
- (c) advertise, market, promote and merchandise the business of each Unit by the use of the Proprietary Marks in accordance with Sections 6.6 and 7;
- (d) prevent the operation of any Unit, and refrain from using the Proprietary Marks in advertising or promotion, in such a way as to impair the value or reputation of the Proprietary Marks or the CFA System;
- (e) prevent the use of any Unit for any immoral or illegal purpose or for any other purpose, business activity, use or function that is not expressly authorized by this Agreement or otherwise approved in writing in advance by CFA and, to the extent Licensee controls the operation of the Sites, prevent the use of any Site for any illegal purpose or any purpose inconsistent with the Chick-fil-A Culture;

- (f) stay familiar with and comply with all requirements in the Manual;
- (g) not operate any Unit or otherwise sell the Products from any Unit on Sundays or on Christmas Day;
- (h) hire, train, manage and timely pay a sufficient number of personnel to operate properly the Units, all of which personnel shall be the sole and exclusive responsibility of Licensee, or of Third Party Operators (as applicable);
- (i) maintain at all times a sufficient inventory of Products, Ingredients and supplies to meet customers' demand for the Products sold at each Unit;
- (j) pay on a timely basis (i) for all Products, Ingredients, supplies and other goods and services purchased by Licensee for use in connection with the operation of each Unit, (ii) all national, federal, state and local income, sales, withholding, value added and other taxes for which Licensee is liable under a federal, state or local government under any law, statute, ordinance or regulation, and (iii) any debt service on any debt incurred to finance the operation of any Unit;
- (k) comply with all supra-national, national, federal, state and local laws, statutes, ordinances and regulations affecting the operation of the Sites and the Units, including without limitation health, sanitation, fire, safety and environmental laws, statutes, ordinances and regulations;
- (l) timely obtain, maintain, pay for and avoid revocation or suspension of any and all licenses, permits, consents, certificates and registrations necessary or appropriate for Licensee to prepare or operate the Sites and the Units in compliance with all laws, statutes, ordinances and regulations and other provisions of this Agreement;
- (m) not operate any Site or any Unit in a manner that presents a health or safety hazard to its customers or creates an environmental hazard;
- (n) refrain from performing any act which could be reasonably likely to damage or cause harm to the reputation, goodwill or credit of any Unit, the Proprietary Marks, the CFA System, CFA or the Chick-fil-A Culture;
- (o) sell all Products in a manner which is not detrimental to CFA's reputation or the positioning of the Products in the market;
- (p) have all employees working in Chick-fil-A Units wear only the approved Chick-fil-A uniform attire, and shall not permit any employee to wear the Chick-fil-A uniform attire in any non-Chick-fil-A operation;
- (q) to the extent permitted by applicable law, comply with all restrictions on maximum prices of Products as required by CFA in writing from time to time during the License Term; and

- (r) comply at all times with all applicable current and future laws relating to data privacy, personal data and data protection, as well as the then most current Payment Card Industry Data Security Standard (“PCI-DSS”) requirements, for safeguarding each Unit’s customer data, and use best efforts at and otherwise in connection with the operation of each Unit to maintain data security and protect each Unit against identity theft and theft or misuse of personal information and customer data.

6.4 **Confidentiality Agreement.** In order to give CFA appropriate protection for its Confidential Information and Trade Secrets, Licensee shall require its managers and supervisors involved in the Units to sign a Confidentiality Agreement in substantially the form of Exhibit 1.

6.5 **Operations Manual.** CFA shall provide electronically and lend a copy of the Manual to Licensee for each Site during the License Term for any Unit located at such Site, which copy Licensee shall ensure is kept on the premises of the Sites in a secure location. Licensee shall notify CFA immediately if the Manual is lost or destroyed, and CFA shall send a replacement Manual to Licensee. Licensee shall pay CFA a fee of five hundred dollars (\$500) for each replacement Manual. The Manual, including all new, updated and superseded pages, shall at all times remain the property of CFA. Licensee shall return the Manual to CFA within three (3) business days of the expiration or any termination of the License Term of all Units located at the Site. CFA may amend and update the Manual as it deems necessary or appropriate and send new pages or completely revised manuals to Licensee, at no cost to Licensee. Licensee agrees to insert immediately all new pages in their proper places and to remove the superseded pages at the same time and return the superseded pages and/or replaced manuals to CFA within three (3) business days of the receipt by Licensee of the new pages or revised manuals. The Manual is intended to further the purposes of this Agreement and is hereby incorporated by reference into this Agreement. In addition, any changes in the Manual made by CFA during the License Term shall be incorporated into this Agreement automatically and shall be binding on Licensee as of the date updated provisions are deemed received by Licensee pursuant to the notice provisions of Section 11.2. In the event of a conflict between the Manual and this Agreement, this Agreement shall prevail.

6.6 **Consumer Awareness.** Licensee shall at all times during the term of this Agreement, at its own cost, use diligent efforts to advance the reputation of CFA and the Products and to enhance consumer awareness of the Products and the Proprietary Marks. Licensee shall use only advertising and promotional materials, programs and techniques that are consistent with the Chick-fil-A Culture and that comply with any CFA advertising guidelines that may be disseminated from time to time.

6.7 **Preparation and Modification of the Units.** Licensee shall purchase, lease, maintain and replace all equipment and signage for the Units necessary in order to comply with CFA’s then-current standards at Licensee’s own cost and directly from an approved supplier in accordance with this Section 6.7. Licensee shall be responsible for all installation and space conversion and shall bear the cost of all required smallwares. Licensee shall be responsible for supplying all necessary working drawings and plans for construction, remodeling or renovation of the Sites (the “Drawings”) required to

prepare the Units for operation, and shall submit such Drawings to CFA prior to their use. Unless within twenty (20) business days of receipt of the Drawings from Licensee (verified by post office returned receipt or overnight delivery service notification of delivery (signature required)) CFA notifies Licensee of CFA’s disapproval of such Drawings, the Drawings will be deemed to have been approved by CFA. Licensee shall build, renovate or remodel the Sites, as the case may be, only in accordance with such plans as they are supplied, or approved, by CFA. To the extent any Unit has been operated by Licensee prior to the date of this Agreement pursuant to a license with CFA, or this Agreement is renewed or extended by operation of law beyond the Initial Termination Date, Licensee shall refurbish and remodel at CFA’s option and direction each such Unit to Chick-fil-A’s then-current standards, specifications, policies and designs for the development and operation of a Chick-fil-A licensed unit in accordance with Sections 6.2, 6.7 and 6.8 of this Agreement. As between CFA and Licensee, CFA shall be the sole and exclusive owner of all proprietary elements of the Drawings and the renderings on the Drawings, whether or not they are prepared by or on behalf of CFA, although Licensee shall be entitled to retain a copy of the Drawings (provided that Licensee may not disclose the Drawings to any third parties or use the Drawings for a purpose not in conjunction with CFA). To the extent that the Drawings are prepared by or on behalf of Licensee, Licensee shall be solely responsible for providing any third-party service provider with timely payment for such Drawings, and Licensee hereby assigns and agrees to assign or to procure the assignment of all Intellectual Property rights therein, including without limitation copyright and all rights to sue for past infringement, at no cost to CFA. Licensee shall not, without the prior written consent of CFA, adversely modify the appearance of the Units in any way or make any modification of the Sites that is reasonably likely to affect materially the Proprietary Marks.

6.8 **Building and Premises Standards.** CFA shall have the right to require Licensee to purchase the signage, fixtures, leasehold improvements, equipment and other features of the building or premises of the Units from suppliers approved in advance by CFA. With respect to the Initial Sites, CFA may exercise such right by delivering written notice to Licensee promptly upon the execution of this Agreement by CFA; with respect to Additional Sites, CFA may exercise such right by delivering written notice to Licensee promptly after approval of the Additional Sites as indicated on the Site Description Form for such Additional Site. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

6.9 **Standards for Products and Supplies.**

- (a) Licensee may only sell in a Unit the Authorized Products for that Unit. Licensee shall at all times during the License Term offer for sale at each Unit all Products on the Unit Core Menu approved by CFA for that Unit. Licensee shall not under any circumstances sell any other products or conduct any other business in or from the Units or sell the Products from any location other than the Units, unless approved in advance in writing by CFA.
- (b) In preparing Products for sale in the Units, Licensee agrees to use only the ingredients, techniques and procedures

designated or approved in advance by CFA. Licensee may offer only such Products in the proportions, appearance and packaging as may periodically be specified by CFA. Licensee agrees that all Products offered for sale in the Units shall comply with CFA's standards and specifications of quality, portion, taste and appearance and agrees to refrain from selling in the Units any Products that fail to meet such standards and specifications.

- (c) Except as CFA may otherwise approve in writing in advance, Licensee shall utilize in the Units only those paper products (e.g. bags, boxes, wrappers, cups, napkins or cartons) or utensils or customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks.
- (d) Except as CFA may otherwise approve in writing in advance, Licensee shall purchase from CFA or suppliers approved in advance by CFA all Products and Ingredients, and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items and other food and beverage containers and customer convenience items that display one or more of the Proprietary Marks or that are sold or used in at least twenty-five percent (25%) of the then existing CFA restaurants and other facilities selling any or all of the Products even if such items do not display any of the Proprietary Marks. Licensee acknowledges that CFA may appoint as many or as few approved suppliers as it reasonably deems appropriate and that such approved suppliers may in some instances include or be limited to CFA (in which case CFA may receive payments as allowed by Section 6.10).

6.10 **Payments to CFA.** Licensee acknowledges and agrees that CFA shall have the right to charge and receive payments such as those set forth in Addendum C for or on account of sales of goods or services to or for the benefit of Licensee as CFA reasonably deems appropriate, including without limitation: (a) from Licensee directly when Licensee purchases such goods or services directly from CFA or its authorized distributor(s); or (b) from any other person or entity in the supply chain when Licensee purchases the goods or services from a supplier. Licensee agrees that such payments may be or contain a profit to CFA. Licensee shall reimburse CFA promptly (and in any event within thirty (30) days of receipt of invoice from CFA) for any expenses incurred by CFA on behalf of or for Licensee, and Licensee shall pay interest to CFA on any amounts not paid within such thirty (30) day period in an amount equal to twelve percent (12%) per annum or the highest amount permitted under law if less than twelve percent (12%) per annum.

6.11 **Insurance.** Licensee, at its own expense, shall procure before the commencement of operation of any Unit, maintain in full force and effect at all times during the License Term, and not allow to be cancelled, lapsed, suspended or modified, Commercial General liability insurance covering each Unit for liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract. All insurance coverage required by this Section 6.11 shall be maintained under one or more insurance policies containing minimum liability protection of three million dollars (\$3,000,000) per occurrence. All insurance policies required by this Section 6.11 shall be issued by an

insurance company licensed and approved by the Insurance Commissioner (or similar official) in the jurisdiction in which the covered Units are located and have a minimum A.M. Best rating and financial size class of A -VII. Licensee must notify CFA prior to canceling or not renewing any coverage. Licensee shall be the principal beneficiary of such Commercial General liability insurance policies but shall designate CFA as an additional insured on all such policies and arrange to show this designation via endorsement and on all certificates of coverage and shall forward the endorsement/certificates of coverage to CFA within thirty (30) calendar days of procuring such insurance but in any event before opening a covered Unit. Licensee shall provide annually an updated certificate of insurance with applicable endorsements within 30 days of their policy renewal. Licensee's insurance obligations in this Section 6.11 shall not be limited in any way because of any insurance that CFA may maintain.

6.12 **Reporting Requirements.** Licensee shall furnish to CFA reports and documents relating to Licensee's operation of the Units as described on Addendum D. If any information provided pursuant to this Section demonstrates an underpayment of any License Fee, Licensee shall pay any and all sums due together with interest and costs as described in Section 6.13(d). If the information demonstrates an overpayment, it shall be credited to Licensee's account.

6.13 **Maintenance of Records, Inspections and Audits.**

- (a) Licensee shall maintain detailed written records of Licensee's CFA operations (including, but not limited to, any reports required on Addendum D) and all of its books and records shall be maintained according to generally accepted accounting principles. Licensee shall preserve these books and records for at least three (3) years after the close of Licensee's fiscal year to which they relate. CFA has the right to determine whether Licensee is complying with the terms and conditions of this Agreement. Accordingly, Licensee shall ensure that CFA or its designated representatives shall have the right at any time during business hours to: (i) enter upon and inspect the building and premises of the Units or offices and inspect and audit any records located or stored there relating to the Units; (ii) inspect, audit and photocopy the business records, bookkeeping and accounting records, operating records, operating reports, correspondence and general business records of the Units, and the other forms and information and supporting records which Licensee is required to submit to CFA hereunder; and (iii) inspect and observe the standards, specifications, methods, techniques and procedures being utilized by Licensee in the operation of the Units. CFA shall give Licensee at least seventy-two (72) hours prior notice before entering the premises or performing any inspections under clause (i) or (ii) above; however, CFA may act without notice under clause (iii) above or if CFA has a reasonable basis to believe that Licensee has materially violated any term of this Agreement. Licensee shall ensure that it, any Third Party Operators and all other relevant parties fully cooperate with CFA or its designated representatives making any such inspection or conducting or supervising any such audit, and shall ensure that CFA or its designated representatives are permitted to take photographs of the building and premises

of the Units and to interview customers of and personnel working in the Units.

- (b) In the event that any of the books and records relating to a Unit are located other than at the Site associated with the Unit, Licensee shall ensure that CFA shall have the same rights to enter such other location and inspect and copy such books and records as is provided in Section 6.13(a). In the event that a Unit is located at a Site to which access is restricted or at which the taking of photographs or interview of customers is restricted, or some or all of the books and records relating to a Unit are located at a place to which access is restricted, Licensee shall diligently assist and facilitate CFA in obtaining access to such Sites or place to conduct any inspection or audit of such Units or the records relating thereto. For purposes of the preceding sentence, a Site or place to which “access is restricted” refers to a Site or place access to which is not within the control of Licensee or is otherwise restricted by an unrelated third party.
- (c) Following any inspection, examination or audit of a Unit, CFA may prepare a list of non-compliant items and other deficiencies in Licensee’s (or a Third Party Operator’s) operation of the Unit and deliver the list to Licensee. Licensee must thereafter use diligent efforts to correct such non-compliant items and other deficiencies, including taking such actions as CFA may reasonably direct Licensee to take, in order to bring itself and the operation of the Unit into full compliance with this Agreement. Licensee must be in full compliance with every provision of this Agreement within thirty (30) calendar days following delivery of such list of deficiencies by CFA to Licensee.
- (d) If any inspection reveals that Gross Receipts reported are less than the actual Gross Receipts ascertained by such inspection, Licensee shall immediately pay CFA the additional amount of License Fee and other fees owed to CFA by reason of such understatement, together with interest of twelve percent (12%) per annum or the highest rate permitted by law if less than twelve percent (12%) per annum. If any report or statement prepared by Licensee understates Gross Receipts by more than five percent (5%) of the actual Gross Receipts, Licensee shall, in addition to making the payment provided for in the immediately preceding sentence, pay and reimburse CFA for any and all expenses incurred in connection with ascertaining the understatement, including, but not limited to, reasonable accounting and legal fees. Such payment shall be without prejudice to any other rights or remedies CFA may have under this Agreement or under law or at equity. If any such inspection, examination or audit discloses an overpayment of License Fees, the amount overpaid shall be credited to Licensee’s account.

## SECTION 7--PROPRIETARY RIGHTS

7.1 **Ownership of Rights.** CFA Properties has granted CFA a license to use and to sublicense others to use the Proprietary Marks and other Intellectual Property owned by CFA Properties, including, but not limited to, in the manner contemplated by this Agreement. Licensee agrees that all references in this Agreement regarding all

rights and benefits of ownership and the use of the Proprietary Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or CFA, as applicable, or their respective successors in interest, as owner or licensee, as applicable. The Parties acknowledge that CFA Properties owns and shall retain all ownership of Intellectual Property associated with the Proprietary Marks and the CFA System. To the extent Licensee has or later obtains any Intellectual Property rights in the Proprietary Marks or the CFA System, by operation of law or otherwise, Licensee hereby agrees to assign all such rights exclusively to CFA Properties or, at CFA’s election, CFA’s designee, and agrees to take any further action requested by CFA to effectuate such an assignment.

7.2 **Non-Disclosure Covenant.** Each Party acknowledges that it may be exposed to certain Confidential Information and Trade Secrets of the other Party during the License Term, and that its unauthorized use, publication or disclosure of such information or data could cause immediate and irreparable harm to such other Party. Accordingly, except to the extent that it is necessary to use such information or data to perform its express obligations under this Agreement, neither Party shall (and each Party shall take diligent measures to ensure that none of its employees, other personnel, agents or advisors, or in the case of Licensee, any Third Party Operator or any Third Party Personnel, shall), without the express prior written consent of the other Party, redistribute, market, publish, disclose or divulge to any other person or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (a) any of the other Party’s Confidential Information during the License Term and for a period of two (2) years after the termination of the License Term; or (b) any of the other Party’s Trade Secrets at any time during which such information shall constitute a Trade Secret (before or after termination of the License Term). The Parties acknowledge and agree that CFA’s Trade Secrets include, but are not limited to: Product formulations, recipes and Ingredients; Product marketing and promotional techniques and plans; financial data and plans; lists of actual and prospective Chick-fil-A licensees, franchised operators, and suppliers; and any components of the CFA System that fall within the definition of “Trade Secret.” **THE PARTIES ACKNOWLEDGE AND AGREE THAT CFA’S CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A “TRADE SECRET” OF CFA); AND ANY COMPONENT OF THE CFA SYSTEM THAT DOES NOT CONSTITUTE A “TRADE SECRET” BUT THAT OTHERWISE MEETS THE DEFINITION OF “CONFIDENTIAL INFORMATION.”**

## 7.3 **Limitations on Competition.**

- (a) Licensee acknowledges and agrees that, given CFA’s substantial investment in the CFA System and given Licensee’s and each Third Party Operator’s substantial access to CFA’s Confidential Information and Trade Secrets, it is reasonable for Licensee and each Third Party Operator to agree to refrain from certain competitive activities during and for a reasonable time after the License Term.

- (b) Without CFA's prior written permission, Licensee shall not, and shall ensure that each Third Party Operator shall not, during the period of time that it is operating a Unit, anywhere within the Site associated with the Unit, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products offered for sale at the Unit pursuant to the CFA System.
- (c) Without CFA's prior written permission, for twelve (12) months after Licensee ceases operating or having the right to operate a Unit (such a Unit being referred to as a "Closed Unit"), Licensee shall not, and shall ensure that each Third Party Operator shall not, from the space where the Closed Unit was located, directly or indirectly, alone or in conjunction with or through any other party, sell any nationally or regionally branded chicken products or any products that are the same as or substantially similar in nature and in presentation to any Products previously offered for sale at the Closed Unit pursuant to the CFA System.
- (d) If Licensee violates any covenant in this Section 7.3, it shall be presumed that Licensee has used Confidential Information and Trade Secrets of CFA in violation of Section 7.2.
- (e) If any court or other tribunal having jurisdiction to determine the validity or enforceability of any provision contained in this Section 7 determines that it would be invalid or unenforceable as written, in whole or in part, then the provisions of this Section 7 shall be deemed to be modified to the extent or in the manner as is necessary in order for those provisions to be valid and enforceable to the greatest extent possible.

#### 7.4 **Use of Proprietary Marks.**

- (a) Licensee acknowledges that the Proprietary Marks are valid and are the exclusive and valuable property of CFA Properties; that CFA has the right to use, and to sublicense others to use, the Proprietary Marks; and that only duly authorized licensees have the right to use the Proprietary Marks. Licensee further acknowledges that any use by Licensee of the Proprietary Marks pursuant to this Agreement is solely in its role as a licensee of CFA. Licensee shall not use the Proprietary Marks in any manner, either directly or through any other person or entity, other than as necessary to operate the Units. Licensee shall not use any other trademark or service mark (including without limitation any non-English language version) in conjunction with any of the Proprietary Marks without the prior written consent of CFA, nor shall Licensee use or allow the use of any other trademark or service mark in connection with the Units. Licensee further covenants that it will not contest or aid in the contest of the validity of, or ownership of, or CFA's right to use and to license others to use, the Proprietary Marks, nor take or knowingly permit any other action which will or could

in any way prejudice or harm any or all of the Proprietary Marks or CFA Properties' ownership thereof, or CFA's right to use and to license others to use the Proprietary Marks. Licensee expressly agrees that it will not adopt or use, or aid a third party in adopting or using, any trademark or service mark that is similar to, imitative of or likely to be confused with any of the Proprietary Marks. Licensee also covenants that it will affix such symbols as "TM", SM, "®", or the equivalent, next to or in conjunction with all of its uses of the Proprietary Marks, as appropriate or necessary, or as directed by CFA, in order to protect all of CFA's rights therein. Any and all goodwill arising out of Licensee's use of any or all of the Proprietary Marks shall inure to the benefit of CFA Properties and shall be and remain the exclusive property of CFA Properties. Where required by CFA, Licensee shall be recorded as a registered user or licensee with the trademarks registry or other appropriate authority in respect of one or more of the Proprietary Marks for any or all of the relevant goods or services or Licensee shall cause other filings to be made having a goal similar to the foregoing, and Licensee shall sign all documents and do all acts to assist CFA for any or all such purposes.

- (b) Licensee shall always use the Proprietary Marks in accordance with applicable standards and specifications set by CFA. Licensee acknowledges and agrees that CFA shall have the right to review, and approve or disapprove, in its sole and exclusive business judgment, any and all uses of the Proprietary Marks by Licensee on or in connection with any goods and in all media and in connection with all services (which right will also extend to the quality of such goods and services). Licensee agrees to cease or alter any use of the Proprietary Marks which fails to conform with all applicable standards and specifications set by CFA or which CFA deems in its sole and exclusive business judgment to be otherwise unacceptable.
- (c) Licensee agrees to advise promptly and fully CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA or its designee retains the exclusive right and authority to protect or defend the Proprietary Marks; provided, however, that CFA or its designee shall not be obligated to defend any or all of the Proprietary Marks and may determine not to defend any or all of them for any reason whatsoever; and provided, further, that CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA.
- (d) If it appears to CFA that protection of one or more of the Proprietary Marks is no longer viable, either commercially or legally, CFA has the right to relinquish such Proprietary Mark and, at its election, to adopt another mark in the

relinquished mark's place. In such event, Licensee agrees to cooperate with CFA in changing all signage, literature, supplies and the like to adapt the Units. Licensee shall not use the mark CHICK-FIL-A or any words identical or similar to any Proprietary Mark in its corporate or other name.

- (e) Licensee specifically acknowledges and agrees that it has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Proprietary Marks through the Internet without CFA's prior written approval. Licensee acknowledges and agrees that CFA is under no obligation to grant such consent to Licensee and, as a condition to granting any such consent, CFA shall have the right to establish such requirements as CFA deems appropriate, including, but not limited to, the requirement that Licensee's only presence on the Internet involving, using or otherwise in any association with the Proprietary Marks shall be through a webpage established by CFA on CFA's webpage or Website. As used in this Agreement, the term "Website" means an interactive electronic document, contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages. Any webpage or Website proposed or established by Licensee involving, using or otherwise in any association with the Proprietary Marks shall otherwise be deemed to be a use of the Proprietary Marks under this Agreement, and will be subject to, among other things, CFA's approval and then-current policies, procedures, standards and requirements under this Section 7.4, including the subparts above.

7.5 **Copyrights.** Licensee acknowledges that the Manual is an original work of authorship owned by CFA Properties, which has been published with the appropriate notice of copyright and is accordingly protected by the United States Copyright Law 17 U.S.C. § 101 *et seq.* and any and all other applicable copyright laws. Licensee shall not alter or modify the Manual without the prior written consent of the copyright owner.

7.6 **Acknowledgment.** Licensee acknowledges and agrees that its covenants set forth in this Section 7 are reasonable as to time, scope and territory given CFA's need to protect its Trade Secrets and Confidential Information, particularly given the complexity and competitive nature of the food service industry, and that, if Licensee's relationship with CFA under this Agreement ends, Licensee has sufficient resources to find alternative, commensurate business in its respective fields of expertise that would not violate Section 7. Licensee further acknowledges and agrees that the covenants set forth in this Section 7 and the rights and remedies conferred on CFA under this Agreement are essential elements of this Agreement and that without their inclusion, CFA would not have entered into this Agreement.

## SECTION 8--TERMINATION OF LICENSE

### 8.1 **Termination by Licensee.**

- (a) Any one or more of the following shall be a "Licensee Termination Event": (i) CFA's breach of any one or more of its material covenants in this Agreement; or (ii) the incorrectness or untruth of any one or more of CFA's material representations or warranties in this Agreement.
- (b) Upon the occurrence of a Licensee Termination Event described in Section 8.1(a)(i), Licensee may serve CFA with written notice specifying the nature of the CFA breach, and upon the expiration of thirty (30) calendar days, if CFA shall have failed to cure or correct the CFA breach, then Licensee may terminate the License Term by serving a written notice of termination upon CFA, with such termination to be effective upon receipt by CFA. If the CFA breach is of such a nature that it cannot be completely cured or corrected within the thirty-day period, and if CFA shall have diligently commenced and continued curing or correcting the CFA breach within the thirty-day period, then the thirty-day period shall be extended as long as reasonably necessary for CFA, using its best commercial efforts, to cure or correct completely the CFA breach.
- (c) Upon the occurrence of a Licensee Termination Event described in Sections 8.1(a)(ii), Licensee may terminate the License Term after providing at least ten (10) calendar days' written notice of termination to CFA with such termination to be effective upon the tenth calendar day following receipt by CFA.

### 8.2 **Termination by CFA.**

- (a) The occurrence of any one or more of the following events shall be a "CFA Termination Event": (i) Licensee breaches or otherwise fails to comply with any one or more of its material duties or covenants in this Agreement (including, without limitation, any one or more of its duties and obligations under Sections 4, 6 and 7 of this Agreement) or a Third Party Operator or Third Party Personnel breaches or otherwise fails to comply with any obligation under the Confidentiality Agreement; (ii) any one or more of Licensee's material representations or warranties in this Agreement are untrue; (iii) each of Licensee or any Third Party Operator or any of their respective principals, officers, directors, owners, employees or other Third Party Personnel, agents or contractors (collectively "Licensee Parties") takes any action, or fails to take any action, which action or failure to act, damages, or in the estimation of CFA has damaged or is likely to damage, the goodwill or reputation of CFA or is inconsistent with the Chick-fil-A Culture, the CFA System or the environment or reputation of CFA; (iv) Licensee or a Third Party Operator fails to open a Unit during the hours and days of operation specified by CFA for that Unit or Licensee opens a Unit on Sunday or Christmas Day; (v) Licensee, or any Licensee Party involved, directly or indirectly, with any Unit, is convicted of or pleads nolo contendere to a felony or crime involving moral turpitude or is convicted of or pleads nolo

contendere to any other crime or offense that could reasonably be expected to affect adversely the reputation or goodwill of CFA, the Proprietary Marks or the CFA System; (vi) Licensee or any Licensee Party converts or embezzles any funds or property of CFA or third parties or engages in any conduct that is fraudulent, unfair, unethical or a deceptive practice; (vii) Licensee makes a willful material misrepresentation, verbally or in writing, or fails to make a material disclosure, to CFA or any national, federal, state or local governmental authority related to a Unit; (viii) continuance, in whole or in part, of the operation of any Unit or of the License granted to Licensee hereunder, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation thereof (collectively a "Law"), or by the actions of any civil or military authority purporting to act thereunder, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic, or by labor union activity; (ix) Licensee submits to CFA on two (2) or more occasions a report which understates Gross Receipts by more than five percent (5%); (x) Licensee files, or consents by answer or otherwise to the filing against it of, a petition for relief, reorganization, or arrangement or any other petition in bankruptcy, for liquidation, dissolution or winding-up or to take advantage of any bankruptcy or insolvency law of any jurisdiction; (xi) Licensee makes a general assignment for the benefit of creditors or consents to or is the subject of the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its properties; (xii) Licensee is adjudicated insolvent or is liquidated, dissolved or wound-up; (xiii) a court or other governmental agency of competent jurisdiction enters an order appointing a custodian, receiver or trustee, or an officer with similar powers, with respect to Licensee or any substantial part of the properties of Licensee, or an order for relief is entered in any case or proceeding for liquidation or reorganization, or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, relative to Licensee, or ordering the dissolution, winding-up or liquidation of Licensee, or a petition for such relief is filed against Licensee and not dismissed or stayed within sixty (60) calendar days; (xiv) Licensee's lease, license, facility, use, occupancy arrangements for, or ownership of any Site terminates, or Licensee otherwise loses the ability to operate any Unit at or from any Site; (xv) by virtue of this Agreement or its relationship with Licensee, CFA becomes subject to government regulations as a government contractor or subcontractor or applicable Law is determined to require that any Unit be operated in a manner inconsistent with CFA's normal operating procedures or the Chick-fil-A Culture; (xvi) the building or premises of a Site or the Unit at that Site is not operated or maintained in a manner consistent with the standards of a first-class food service facility or the Chick-fil-A Culture or a threat or danger to public health or safety results from the construction, maintenance or operation of the Unit; (xvii) Licensee fails to make timely payment to CFA of any amounts it is required to pay CFA under this Agreement; or (xviii) Licensee commits three (3) or more defaults under this

Agreement in any fifty-two (52) week period, irrespective of the timing of each such default and irrespective of whether each such default has been cured after notice. For purposes of this Section, the obligations of Licensee with respect to the operation of a Unit shall also be deemed to be obligations of any Third Party Operator and or its personnel involved in the operation of a Unit (such that, for example, a material breach by a Third Party Operator of a CFA operational requirement shall be deemed to be a breach by Licensee).

- (b) Upon the occurrence of any one or more CFA Termination Events described in Sections 8.2(a)(i) (other than with respect to a breach by Licensee of Section 7.2, 7.3 or 7.4), 8.2(a)(viii), 8.2(a)(xiv) or 8.2(a)(xvi) CFA may serve Licensee with written notice specifying the nature of the CFA Termination Event, and upon the expiration of thirty (30) calendar days, if Licensee shall have failed to cure or correct the CFA Termination Event, then CFA may terminate the License Term by serving a written notice of termination upon Licensee, which termination shall be effective upon receipt by Licensee of the notice. If the CFA Termination Event by its nature requires the involvement of third-party vendors or providers of necessary goods or services in order to effectuate a cure and cannot be completely cured or corrected by Licensee using its best commercial efforts within such thirty (30) day period, then such thirty (30) day period shall be extended for as long as reasonably necessary for Licensee, using its best commercial efforts, to complete the curing of the CFA Termination Event.
- (c) Upon the occurrence of any one or more CFA Termination Events other than those described in Section 8.2(b), CFA may terminate the License Term with such termination to be effective upon Licensee's receipt of written notice of termination from CFA. Licensee will not have an opportunity to cure these Licensee Termination Events. In the event CFA has the right to terminate the License Term under this Section 8.2(c), CFA may elect to, but shall not be obligated to, (i) give Licensee a right to cure or correct any CFA Termination Event that CFA deems is appropriately curable, or, alternatively, (ii) if Licensee is licensed to operate more than one Unit, CFA may terminate the License Term with respect to one or more, but less than all, of the Units that Licensee is then licensed to operate.

### 8.3 **Licensee's Obligations Upon Expiration or Termination.**

- (a) Upon the expiration or termination of the License Term, or the expiration or termination of the License Term with respect to one or more, but not all, Units, for any reason pursuant to Section 8.1 or Section 8.2, all rights of Licensee to operate the affected Units and to use, display, access or advertise the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties as defined in Section 1.1(i), at the affected Units, shall cease, and the License granted to Licensee in Section 2.1 with respect to those Units shall immediately terminate.



(b) Once a Unit is terminated either through expiration or termination of the License Term or the termination of the License Term with respect to a particular Unit or otherwise, Licensee shall immediately take one of the following actions with respect to any equipment, inventory, signage or other items from the Unit constituting inventions, patents, trade dress, Trade Secrets or Confidential Information of CFA or which display one or more of the Proprietary Marks (the "Equipment"): (i) Licensee shall transfer any such Equipment from the terminated Unit to another Unit then being operated by Licensee; or if Licensee cannot take the action described in (i), then Licensee shall, at CFA's option, either (ii) sell the Equipment to CFA at its then-current fair market value as determined by CFA in the exercise of its sole and exclusive business judgment and CFA shall have the right to purchase the Equipment accordingly, or (iii) grant CFA full and unfettered access to the Equipment and a license to remove, alter or obliterate any aspect, item, segment or portion of the Equipment that constitutes or includes licensed inventions, patents, trade dress, Trade Secrets or Confidential Information or which displays one or more of the Proprietary Marks. If CFA purchases the Equipment, Licensee shall deliver such purchased Equipment to CFA free and clear of all liens, charges, encumbrances and security interests promptly upon purchase by CFA. If Licensee transfers the Equipment to another Unit, Licensee shall bear all costs and expenses of transporting such Equipment. Once this Unit expires or is terminated, Licensee shall not under any circumstances advertise for sale or otherwise display or depict any of the Equipment as being for sale using any of the Proprietary Marks or any of CFA's trade dress (including, without limitation, CFA's storefront, word marks, logos, countertop, poster and menu board designs) absent the prior written consent of CFA, which consent Licensee acknowledges may be withheld by CFA in its sole and exclusive business judgment. Further, once this Unit expires or is terminated, Licensee shall not under any circumstances make, use, sell or offer for sale any Equipment that would constitute infringement of CFA Properties' Intellectual Property, should CFA Properties maintain non-exhausted Intellectual Property rights in such Equipment.

(c) Also upon the expiration or termination of the License Term for any reason, Licensee agrees: (i) to cease immediately using any and all of the CFA System, the Proprietary Marks, CFA's Confidential Information or Trade Secrets, and any other items or things constituting the Intellectual Property of CFA Properties, and to cease immediately operating the Units and if the term of the lease, license or occupancy arrangement for or ownership of the Sites extends beyond such expiration or termination of the License Term, Licensee shall convert the location at each Site where a Unit was operated to a different type of use; (ii) to deliver immediately to CFA or its designee, at Licensee's expense, the Manual, all materials, data compilations or other things constituting or containing CFA's Confidential Information or Trade Secrets, all advertising contracts and property of CFA in Licensee's possession and all materials, data compilations or other things in Licensee's possession which relate to the operation of the Units (including without limitation Products and Ingredients and all bags, boxes, wrappers, cups, napkins, cartons, utensils, customer goodwill items, other food containers and customer convenience items and other goods that display one or more of the Proprietary Marks, to the extent required by CFA under Section 8.3(b) above), excepting only Licensee's copy of this Agreement, Licensee's tax and personal financial records and copies of any correspondence between CFA and Licensee. CFA agrees to assist Licensee to bring about an immediate,

effective, complete and orderly transfer of the items set forth above to CFA or its designee; (iii) to execute any and all agreements and other documents deemed necessary or appropriate by CFA to effectuate such expiration or termination (including without limitation cancellation of any registration or filing made under the last sentence of Section 7.4(a)) in a prompt and timely manner and to effectuate cancellation, change or transfer of business names, telephone numbers, facsimile numbers, email addresses, and Internet domain names, addresses, user names or search terms, or other like things, as applicable and as deemed necessary or appropriate by CFA; (iv) to pay immediately all debts it owes CFA and to pay immediately all debts arising from the operation of the Units or other performance of Licensee's responsibilities under the terms of this Agreement; (v) not to advertise or hold itself out in connection with the operation of any competing business or the sale of any Equipment or other things as having been formerly connected with CFA or to have formerly operated a Unit; and (vi) to make such changes to the Sites and to the Units as CFA may request so as to distinguish the Sites from any other Units. In this regard, Licensee shall, without limiting the generality of the previous sentence, dismantle or otherwise remove from the building and premises of the Units all signage bearing any of the Proprietary Marks and deliver to CFA, pursuant to Section 8.3(b) above, all of such signage.

(d) In the event that the License Term is terminated with respect to one or more, but not all, of the Units, the provisions of this Section 8.3 shall apply only to such terminated Units.

## SECTION 9--ASSIGNMENT AND TRANSFER

9.1 **Assignment by CFA.** CFA may sell, transfer and assign any of its rights or obligations under this Agreement to any person, firm or corporation. CFA shall not remain liable for the performance of, and shall automatically be released from, any obligations under this Agreement subsequent to any such assignment. Notwithstanding anything in this Section 9.1 to the contrary, CFA may, in its sole and exclusive business judgment and without the consent of Licensee, pledge or assign its right to receive license fees hereunder, to any creditor, as security for indebtedness. In the event of an assignment or assignments (but not a pledge or pledges) pursuant to this Section by CFA to an unrelated third party, Licensee reserves the right to terminate this Agreement upon thirty (30) calendar days' prior written notice.

9.2 **Limitations on Transfer by Licensee.** Licensee acknowledges and agrees that its rights and duties under this Agreement are personal to Licensee and that CFA has granted the License hereunder to Licensee in reliance upon Licensee's character, skill, experience, business ability and financial qualifications. Therefore, Licensee shall not assign any of its rights or obligations under this Agreement voluntarily or involuntarily, by operation of law or otherwise in any manner, except upon prior written approval of CFA and in accordance with the provisions of this Agreement, and any attempt by Licensee to do so shall be null and void. Licensee shall not change the business form or entity which owns or through which Licensee operates the Units, either directly or indirectly, without the prior written consent of CFA.

## SECTION 10--MISCELLANEOUS LEGAL MATTERS

10.1 **Independent Contractor.** The Parties acknowledge and agree that Licensee's relationship to CFA is that of an independent

contractor. Nothing in this Agreement shall be construed to make Licensee (or any individual whose salary, wages or other compensation is to be paid by Licensee) CFA's employee, agent or representative or to make Licensee and CFA partners, joint venturers, fiduciaries or trustees of the other for tax purposes or any other purpose. Licensee shall not have the power to obligate CFA for any expenses, liabilities or other obligations, without the prior written approval of CFA. Licensee shall conspicuously identify itself at its office and in all dealings with contractors, suppliers, public officials and others as an independent licensee of CFA and shall not hold itself out in any way as an employee, agent, representative, partner, joint venturer, fiduciary or trustee of CFA. Licensee shall also place such other notices of independent ownership on the Units, and on forms, stationery and other materials to be used in the operation of the Units, as CFA may require from time to time, including notices that the Proprietary Marks are owned by CFA Properties and used by Licensee under the License.

10.2 **Equitable Remedies.** Licensee acknowledges, agrees and warrants that any breach or threatened breach by Licensee of any of the material terms of this Agreement, including without limitation a breach of the provisions of Sections 6, 7, 8 or 9, would result in irreparable damage and harm to CFA that would be difficult to ascertain. Accordingly, in such event, CFA shall be entitled, if it so elects, in addition to any other remedies available to it under this Agreement or at law, to immediate equitable relief therefor, including without limitation, an injunction or an order for specific performance. Nothing in this Section 10 shall be deemed to limit CFA's remedies at law or in equity for any breach by Licensee of any provision of this Agreement. Furthermore, nothing in this Section 10 or otherwise contained in this Agreement shall limit, abridge or modify the rights of CFA in and to its Intellectual Property, including its Trade Secrets, Confidential Information and the Proprietary Marks under any applicable national, federal, state, or local trade secret, trade name, trademark, service mark, patent, copyright, unfair competition, license or other law.

10.3 **Indemnification.** To the extent that applicable law prohibits either Party from making the indemnification covered by this Section 10.3, then to that extent, against the Party that is thus prohibited, this Section 10.3 shall not be effective, and the other Party's indemnification obligation under this Section 10.3 shall be similarly reduced, so that each Party's obligations under this Section 10.3 are roughly equal. Each of CFA and Licensee (as applicable, the "Indemnitor") shall and does hereby hold harmless and indemnify the other Party and its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns (collectively, the "Indemnitee"), from and against any and all claims, counterclaims, suits, demands, debts, costs, liabilities, expenses, setoffs, liens, attachments, judgments, actions and causes of action arising out of (i) the untruth or breach of any of the Indemnitor's representations or warranties in this Agreement, or (ii) a breach by the Indemnitor of its obligations under this Agreement, or (iii) the negligent or intentionally wrongful acts or omissions of the Indemnitor or any of its officers, directors, shareholders, agents or employees (including, in the case of Licensee, the unauthorized, unlicensed or otherwise unpermitted or improper operation or condition of any part of the Units or the Sites); and the Indemnitor shall reimburse the Indemnitee for any and all costs, damages, penalties and expenses, including without limitation attorneys' and advisors' fees, costs of investigation and court costs that the Indemnitee incurs by reason of or due to any such acts or omissions

by the Indemnitor. The indemnities herein shall continue in full force and effect subsequent to and notwithstanding any expiration or termination of the License Term.

10.4 **Cumulative Rights and Remedies.** All rights and remedies of the Parties under this Agreement shall be cumulative.

10.5 **Choice of Law.** This Agreement was made and took effect when accepted and executed by CFA in the State of Georgia. All rights, duties and obligations of the parties hereto arising out of or relating to the subject matter of this Agreement shall be governed, construed, interpreted and enforced solely under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time (except and without reference to any conflict of law principles, rules and decisions), including without limitation all controversies, disputes and claims of any nature between the Parties arising out of or relating to the validity, performance, interpretation, enforcement, termination or expiration of this Agreement, and any other aspect of the Parties' agreement or relationship. The laws of the State of Georgia shall prevail and otherwise be applied to all such disputes in the event of any conflict of laws.

10.6 **Litigation.** Licensee acknowledges and agrees that Licensee has and will continue to develop a substantial and continuing relationship with CFA at its offices in the State of Georgia, where CFA's decision-making authority is vested and where its license program operations are conducted and supervised. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in threatened or pending litigation, then the Superior Court of Fulton County, Georgia, United States of America, and the United States District Court for the Northern District of Georgia, Atlanta Division, shall have exclusive jurisdiction to hear and decide such matter, and each Party hereby submits and consents to the jurisdiction of each such courts, and each Party hereby agrees to commence, conduct and conclude such matters only in such courts. The Parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between Licensee and CFA, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Licensee hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Agreement and/or the relationship between Licensee and CFA. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by CFA in any appropriate jurisdiction where Licensee is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any Party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained. If either Party files suit to collect sums from or to enforce its rights or any covenant under this Agreement against the other Party, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection or other action, should the first Party prevail in such suit, including

without limitation attorneys' and advisors' fees, court costs and other expenses of litigation.

10.7 **Third Party Claims.** Licensee agrees to notify immediately CFA of the existence of (and forward to CFA copies of relevant documents, if any, within ten (10) days of its receipt of them) any and all actual or threatened demands, claims, notices, suits, actions or other legal processes served on or otherwise coming to the attention of Licensee that would or could affect any Units, the CFA System, CFA's Confidential Information or Trade Secrets, the Proprietary Marks or CFA in general. CFA may, at its option, control any or all such disputes and litigation and Licensee will, at its own expense if it is a named party, or at CFA's expense if it is not, extend its full cooperation in all such matters.

10.8 **Caveats.**

- (a) Licensee acknowledges and agrees that it has entered into this Agreement after making an independent investigation of CFA's operations and not in reliance upon any representative or projected gross revenues, volume, earnings or profits which Licensee might be expected to realize, and that CFA has not made any representation, which is not expressly set forth herein, to induce Licensee to accept the License and execute this Agreement. Licensee represents and warrants that it acknowledges that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors. CFA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND LICENSEE ACKNOWLEDGES THAT CFA DID NOT MAKE ANY REPRESENTATION OR WARRANTY, AS TO THE POTENTIAL SUCCESS, EARNINGS, REVENUES OR PROFITS OF THE UNITS THAT WILL BE OPERATED BY LICENSEE UNDER THIS AGREEMENT.
- (b) Because complete and detailed uniformity in the operation and appearance of all Units may not be possible or practical in the many varying conditions in which Units will be operated, CFA reserves the right and privilege, which it may exercise in its sole and exclusive business judgment, to vary the terms or conditions of a license agreement (including without limitation the fees to be paid by a licensee) or the standards, specifications, methods, techniques or procedures applicable to the operation of a Unit for any other of its licensees based upon the differing physical, business, demographic or other conditions existing in the particular area in which such Unit is located or upon the differing personal abilities, aptitudes, experiences or financial qualifications of such licensees. Licensee acknowledges that it will not be entitled to receive any such variance allowed to any of CFA's other licensees.

10.9 **Disclaimer.** CFA, FOR ITSELF, ITS AFFILIATES, SUCCESSORS AND ASSIGNS, HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING ANY GOODS OR SERVICES SOLD OR APPROVED BY IT, OR THE LICENSE GRANTED BY IT, OR ADVICE, GUIDANCE, APPROVAL OR DIRECTIONS RENDERED BY IT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, QUALITY, QUANTITY OR PRICING. LICENSEE AGREES NOT TO MAKE ANY STATEMENT, REPRESENTATION OR CLAIM OR TO GIVE ANY WARRANTY TO THE CONTRARY TO ANY CUSTOMER OR POTENTIAL CUSTOMER OR ANY OTHER PARTY.

## SECTION 11--GENERAL PROVISIONS

11.1 **No Implied Waiver.**

- (a) Failure of either Party at any time to require performance of any provision of this Agreement shall not affect such Party's right to require full performance of that provision at any time thereafter, and the waiver by either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach thereof or a waiver of a breach of any other provision of this Agreement or as nullifying the effectiveness of such provision or any other provision.
- (b) The failure of either Party to seek redress for any violation of this Agreement or to take action based upon a Licensee or CFA Termination Event, as the case may be, or to insist upon the strict performance of any condition of this Agreement, shall not prevent a subsequent act, which would have originally constituted a Termination Event or violation of this Agreement, from having all the force and effect of an original Termination Event or violation. The receipt or acceptance by either Party of any fees or other payments with knowledge of a Termination Event or violation of this Agreement shall not be deemed a waiver of any such relief with respect to such Termination Event or violation. No provision of this Agreement shall be deemed to have been waived by either Party unless such waiver be in writing signed by the Party. No payment by either Party or receipt or acceptance by the other Party of a lesser amount than the amount required to be paid shall be deemed to be other than on account of the correct payment.

11.2 **Procedure for Notice.** Any notice permitted or required to be delivered by the provisions of this Agreement shall be deemed so delivered (and thus also be deemed to have been received by the addressee thereof) on the day of hand delivery, one (1) business day after being sent by facsimile with electronic verification of receipt being received by the sending Party (with an identical copy of any telefaxed materials being sent as well by first class mail) or overnight delivery service (with notification of delivery) or three (3) business days after being placed in the United States mail for delivery within the United States by certified or registered mail, postage prepaid, returned receipt requested addressed to the recipient at the address set forth on the signature page to this Agreement, unless that Party shall have given written notice of change of address to the sending Party.

11.3 **Severability; Binding Upon Assigns; Further Assurances.** If any provision or provisions of this Agreement shall for any reason be declared invalid or ineffectual by any court or agency of competent jurisdiction, the other provisions hereof shall nonetheless remain valid and shall continue in full force and effect. If it shall be impossible to continue such other provisions of this Agreement in full force and effect after the excision of the provision or provisions so declared invalid or ineffectual, then CFA and Licensee each undertake and agree that they will, upon demand of CFA, make, execute, acknowledge and deliver any and all instruments which CFA deems necessary or appropriate to accomplish lawfully such continuance. It is the intention of the Parties that this provision may be enforced in equity in addition to and not to the exclusion of any other remedies which may be available to the Parties to this Agreement. This Agreement shall be binding upon, and its benefits shall inure to, Licensee and its successors and assigns (subject to the provisions of Section 9) and to CFA and its successors and assigns. From time to time during the License Term, Licensee, upon receipt of the written request of CFA, agrees to execute such other documents or instruments as CFA may reasonably deem necessary or appropriate to carry out and complete the terms hereof.

11.4 **Headings, Addenda, Exhibits.** The captions and headings of the Sections or other subsections of this Agreement are inserted for convenience and reference only and shall have no effect on the meaning of the Agreement. References to Sections, Addenda and Exhibits refer to sections, addenda and exhibits of this Agreement. All Addenda and Exhibits and other attachments to this Agreement are hereby incorporated by reference into this Agreement.

11.5 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument.

11.6 **Personal Pronouns; Plurals.** Each personal pronoun used herein, whether masculine, feminine or neuter, shall include the other gender or genders as the context requires or permits. Each plural or singular verb shall include the other number as the context requires or permits.

11.7 **Continued Effectiveness of This Agreement.** Except for provisions relating only to the License granted to Licensee under Section 2, this Agreement shall remain effective until neither Party has any further obligation to the other Party under this Agreement. The Parties acknowledge that a number of their obligations (for example, Licensee's obligations under Sections 7, 8 and 10) extend beyond the expiration or termination of the License Term.

11.8 **Conflicts.** This Agreement shall control in the event of any conflict between this Agreement and any other agreements Licensee may make with respect to the Units.

11.9 **Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. No other representations have induced Licensee to sign this Agreement except that Licensee may rely on

CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either Party and none shall have any force or effect with reference to this Agreement. No officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

11.10 **U.S. Executive Order Representation.** Licensee represents and warrants that it has not been designated as a suspected terrorist under U.S. Executive Order 13224.

11.11 **Miscellaneous.** Words of inclusion used in this Agreement (such as "including") shall not be deemed to be words of limitation, such that any items or things listed as "included" in another class of items or things shall not be construed as excluding other items or things not expressly mentioned. Both Parties acknowledge and agree that they have actively participated in the negotiation and drafting of this Agreement. Licensee agrees to promptly execute amendments to any Addenda, from time to time during the License Term, to reflect changes in the information set forth on the Addenda as of the Effective Date.

**EXHIBIT 1**

**CONFIDENTIALITY AGREEMENT  
FOOD SERVICE PROVIDER AGREEMENT**

**This form of Agreement must be signed by Licensee personnel working as a manager or supervisor in a Unit and each Third Party Operator and all personnel working in a Unit operated by a Third Party Operator**

**CHICK-FIL-A, INC.**

**[LICENSEE]**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**THIRD PARTY OPERATOR**

Name of Operator: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**EFFECTIVE DATE OF THIS AGREEMENT:** \_\_\_\_\_

**Chick-fil-A and its licensed operators have developed a variety of policies and procedures that are designed to ensure that all Chick-fil-A products and the manner in which they are presented and sold, regardless of sales location, conform to the same high standards that have given Chick-fil-A its reputation for first-class products and service. Therefore, in return for the right to manage, supervise, operate or work in a Chick-fil-A Unit, you agree as follows:**

1. You agree to comply with all Chick-fil-A policies and procedures contained in the Chick-fil-A operations manual, training guide and orientation notebook (if provided to you) and any other statements of policy or procedure furnished by Chick-fil-A. Third Party Operators agree to comply with every obligation of Licensee in the License Agreement that relates to the operation of a Unit.
2. You agree to treat the following materials and information as confidential "trade-secret" information of Chick-fil-A and you will not use these materials or this information except in conjunction with the sale of Chick-fil-A products and you will not publish or disclose any of these materials or this information to any person or entity except as authorized by Chick-fil-A in writing to do so: the contents of the operations, training and orientation manuals; any Chick-fil-A product preparation, presentation methods, procedures or recipes; any data relating to sales of Chick-fil-A products and any other financial data or plans; any lists of suppliers or customers of Chick-fil-A; any business or product plans or projections. If, under applicable law, your obligations in this paragraph 2 must be limited to a specified period of time with respect to any of the above materials or information, that period of time shall be the term of time during which you are authorized to operate or work in conjunction with a Chick-fil-A unit plus the three (3) years following the term.

**SIGNATURES OF LICENSEE PERSONNEL (IF REQUIRED TO SIGN) AND OTHER PERSONS WORKING IN A UNIT, INDICATING STARTING DATE AND ENDING DATE OF WORK IN CHICK-FIL-A UNIT:**

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Start: \_\_\_\_\_ End: \_\_\_\_\_

(attach additional sheets for additional personnel signatures)

**EXHIBIT 2**

**SITE DESCRIPTION FORM**

**EXHIBIT 2**

**Site Description Form**

*\* The Parties agree that they will maintain a Site Description Form for each Site (whether an Initial Site or an Additional Site). The Parties agree that they will attach to this Exhibit 2 Site Description Forms for all Sites. References to "Exhibit 2" in the License Agreement will be deemed to include all such Site Description Forms.*

1. *Location name, address and telephone number of Site (and name of Third Party Operator, if applicable):*

2. *Contractor/Licensee:*

3. *Description of Retail Area(s) at Site:*

4. *Other regional or national brands sold at proposed Site:*

5. *Menu:*

6. *Days of Operation:*

7. *Hours of Operation:*

8. *Attach School Calendar (if Site is at a school)*

**LICENSEE APPROVAL:**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**CHICK-FIL-A, INC. APPROVAL:**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ADDENDUM A**

**CFA Trademarks, Service Marks and Tradenames**

The following trademarks, service marks, trade names, logo types and other commercial symbols are presently registered on the principal register of the United States Patent and Trademark Office:



Mark	Registration / Application Number	Registration / Application Date*
Authentic Originals Logo	97/728,737**	12/22/2022
Block C Logo	4,213,524	09/25/2012
Block C Logo	97/402,029**	05/09/2022
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	97/402,021**	05/09/2022
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	97/645,394**	10/24/2022
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	97/594,203**	09/16/2022
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023

Delivery From Us to You & Design	6,569,305	11/23/2021
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	90/597,021**	03/23/2021
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	97/754,376**	01/13/2023
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	2,758,388	09/02/2003
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	97/719,580**	12/15/2022
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996

\* Any required affidavits and renewals pertaining to these Marks have been filed.

\*\* An application for these Marks has been filed, but no federal registration has been granted for these Marks. We do not have a federal registration for these principal Marks. Therefore, these principal Marks do not have many legal benefits and rights as our federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

**ADDENDUM B**

**CORE MENU FOR LICENSED UNITS**

## Entrées

Entrée 1 (Full)	Entrée 2 (No Strips)	Entrée 3 (No Strips/Spicy)	Entrée 4 (No Strips/Grilled/Deluxe)	Entrée 5 (CFA Sandwich/ Nuggets Only)
Chick-fil-A® Sandwich Chick-fil-A® Deluxe Chick-fil-A® Nuggets Chick-fil-A-Chick-n-Strips® Grilled Chicken Sandwich Chick-fil-A® Grilled Chicken Club Sandwich Spicy Chicken Sandwich Spicy Deluxe Sandwich Grilled Nuggets  <b>FUTURE:</b> Seasonal Breaded Sandwich (Promo Panel) Seasonal Grilled Sandwich (Promo Panel) Family Bundle (Promo Panel)	Chick-fil-A® Sandwich Chick-fil-A® Deluxe Chick-fil-A® Nuggets Grilled Chicken Sandwich Chick-fil-A® Grilled Chicken Club Sandwich Spicy Chicken Sandwich Spicy Deluxe Grilled Nuggets  <b>FUTURE:</b> Seasonal Breaded Sandwich (Promo Panel) Seasonal Grilled Sandwich (Promo Panel) Family Bundle (Promo Panel)	Chick-fil-A® Sandwich Chick-fil-A® Deluxe Chick-fil-A® Nuggets Grilled Chicken Sandwich Chick-fil-A® Grilled Chicken Club Sandwich Grilled Nuggets  <b>FUTURE:</b> Seasonal Breaded Sandwich (Promo Panel) Seasonal Grilled Sandwich (Promo Panel) Family Bundle (Promo Panel)	Chick-fil-A® Sandwich Chick-fil-A® Nuggets Spicy Chicken Sandwich  <b>FUTURE:</b> Seasonal Breaded Sandwich (Promo Panel) Seasonal Grilled Sandwich (Promo Panel) Family Bundle (Promo Panel)	Chick-fil-A® Sandwich Chick-fil-A® Nuggets



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## Desserts/Treats

Desserts 1 (Full)	Desserts 2 (No Cookie)	Desserts 3 (Brownie Only)
Chocolate Chunk Cookie Brownie Icedream® Milkshakes (All Core + LTF) Frosted Chick-fil-A® Lemonade (Diet + Regular)-unless Beverages 3 Frosted Coffee Iced Coffee  LTF Coffee Platform	Brownie Icedream® Milkshakes (All Core + LTF) Frosted Chick-fil-A® Lemonade (Diet + Regular)-unless Beverages 3 Frosted Coffee Iced Coffee  LTF Coffee Platform	Brownie



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# Beverages

Beverages 1 (Full)	Beverages 2 (No Soft Drinks)	Beverages 3 (No Tea/No Lemonade)
Soft Drinks Iced Tea (Sweet + Unsweet) Chick-fil-A® Lemonade (Regular + Diet) Sunjoy® Bottled Water (Dasani)  FUTURE: LTF Sunjoy® (Promo Panel)	Iced Tea (Sweet + Unsweet) Chick-fil-A® Lemonade (Regular + Diet) Sunjoy® Bottled Water (Dasani)  FUTURE: LTF Sunjoy® (Promo Panel)	Soft Drinks Bottled Water (Dasani)



# Kids Meals

Kids Meals 1 (Full)	Kids Meals 2 (No Strips)	Kids Meals 3 (No Kids Meals)
Chick-fil-A® Nugget Meal Grilled Nugget Meal Chick-fil-A-Chick-n-Strips® Meal  <b>Sides:</b> Fruit Cup (unless on Sides 5 or 6) Chick-fil-A Waffle Potato Fries® (unless on Sides 6) Apple Sauce Mac + Cheese (unless on Sides 3 or 4)  <b>Beverages:</b> Plain Milk Chocolate Milk Apple Juice	Chick-fil-A® Nugget Meal Grilled Nugget Meal (unless on Entrée Option 4 or 5)  <b>Sides:</b> Fruit Cup (unless on Sides 5 or 6) Chick-fil-A Waffle Potato Fries® (unless on Sides 6) Apple Sauce Mac + Cheese (unless on Sides 3 or 4)  <b>Beverages:</b> Plain Milk Chocolate Milk Apple Juice	



## Salads + Wraps

Salads + Wraps 1 (Full)	Salads + Wraps 2 (No SSW or Wrap)	Salads + Wraps 3 (Wrap + Side Salad Only)	Salads + Wraps 4 (Market Salad Only)	Salads + Wraps 5 (No Salads/Wraps)
Market Salad Cobb Salad Spicy Southwest Salad Chick-fil-A® Cool Wrap Side Salad  FUTURE: Seasonal Salads (Promo Panel)  <b>Dressings:</b> Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Creamy Salsa Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Market Salad Cobb Salad Side Salad  FUTURE: Seasonal Salads (Promo Panel)  <b>Dressings:</b> Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Light Balsamic Vinaigrette Fat Free Honey Mustard Light Italian	Chick-fil-A® Cool Wrap Side Salad   <b>Dressings:</b> Avocado Lime Ranch Garden Herb Ranch Fat Free Honey Mustard Light Italian	Market Salad    <b>Dressings:</b> Avocado Lime Ranch Garden Herb Ranch Zesty Apple Cider Vinaigrette Fat Free Honey Mustard Light Italian	



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## Sides

Sides 1 (Full)	Sides 2 (No Soup)	Sides 3 (No Soup/ Mac+Cheese)	Sides 4 (No Soup/ Mac+Cheese/ Kale Crunch)	Sides 5 (Waffle Fries & Chips)	Sides 6 (Chips Only)
Chick-fil-A Waffle Potato Fries® Fruit Cup Chicken Noodle Kale Crunch Greek Yogurt Parfait (If Breakfast) Mac + Cheese Chips  SEASONAL: Chicken Tortilla Soup	Chick-fil-A Waffle Potato Fries® Fruit Cup Kale Crunch Greek Yogurt Parfait (If Breakfast) Mac + Cheese Chips	Chick-fil-A Waffle Potato Fries® Fruit Cup Kale Crunch Greek Yogurt Parfait (If Breakfast) Chips	Chick-fil-A Waffle Potato Fries® Fruit Cup Greek Yogurt Parfait (If Breakfast) Chips	Chick-fil-A Waffle Potato Fries® Chips	Chips



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# Breakfast

Breakfast 1 (Full)	Breakfast 2 (No Sausage/Muffin/Burrito Bowl)	Breakfast 3 (Chick-fil-A® Biscuit & Minis Only)	Breakfast 4 (No Breakfast)
Chick-fil-A® Chicken Biscuit Chick-fil-A Chick-n-Minis™ SEC Biscuit SEC Muffin BEC Biscuit BEC Muffin Hashbrown Scramble Burrito + Bowl (Chicken or Sausage) Egg White Grill Biscuit  <b>Beverages:</b> Coffee OJ  <b>Sides:</b> Hash browns Fruit Cup Greek Yogurt Parfait	Chick-fil-A® Chicken biscuit Chick-fil-A Chick-n-Minis™ BEC Biscuit Biscuit  <b>Beverages:</b> Coffee OJ  <b>Sides:</b> Hash browns Fruit Cup Greek Yogurt Parfait	Chick-fil-A® Chicken biscuit Chick-fil-A Chick-n-Minis™ Biscuit  <b>Beverages:</b> Coffee OJ  <b>Sides:</b> Hash browns Fruit Cup Greek Yogurt Parfait	



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# Catering

Entrée 1	Entrée 2	Desserts 1	Desserts 2	Salads/Wraps 1	Salads/Wraps 2	Salads/Wraps 3	Salads/Wraps 4
All	Chick-fil-A® Sandwich Chick-fil-A® Nuggets Spicy Chicken Sandwich	Cookie Brownie	Brownie	Market Salad Cobb Salad Southwest Salad Chick-fil-A® Cool Wrap Side Salad Chilled Grilled Sub	Market Salad Cobb Salad Chick-fil-A® Cool Wrap Side Salad	Market Salad Cobb Salad Side Salad	Chick-fil-A® Cool Wrap Side Salad

  

Sides 1	Sides 2	Sides 3
Fruit Cup Kale Crunch Chips Mac & Cheese	Fruit Cup Kale Crunch Chips	Fruit Cup Chips

  

Breakfast 1	Breakfast 2	Breakfast 3
<b>Entrees:</b> Chick-fil-A® Chicken Biscuit Chick-fil-A Chick-n-Minis™ Biscuit Bacon Biscuit Sausage Biscuit  <b>Sides:</b> Fruit Greek Yogurt Parfait  <b>Beverages:</b> Coffee	<b>Entrees:</b> Chick-fil-A® Chicken Biscuit Chick-fil-A Chick-n-Minis™ Biscuit Bacon Biscuit  <b>Sides:</b> Fruit Greek Yogurt Parfait  <b>Beverages:</b> Coffee	<b>Entrees:</b> Chick-fil-A® Chicken Biscuit Chick-fil-A Chick-n-Minis™ Biscuit  <b>Sides:</b> Fruit Greek Yogurt Parfait  <b>Beverages:</b> Coffee



Menu Strategy • CONFIDENTIAL

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**ADDENDUM C**

**LICENSE FEES**

1. **License Fees.** In return for the rights and the License granted under this Agreement, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to ten percent (10%) of Gross Receipts collected during Licensee's four-week accounting period ("Accounting Period"), payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. Notwithstanding the foregoing or anything to the contrary stated in this Agreement, with respect to each Unit located at or within a transportation facility, Licensee shall pay to CFA an on-going License Fee (which includes a percentage attributable to trademark royalties) equal to seven percent (7%) of Gross Receipts collected during Licensee's Accounting Period, payable on or before the twenty-fifth (25th) day of each calendar month for the preceding Accounting Period. The foregoing sentence shall apply only to Units located at or within transportation facilities and to no other Units under this Agreement.
  
2. **Training Fees.** The tuition charge for the attendance of additional employees at a CFA training program, as contemplated in Section 5.1 of this Agreement, is \$250 per additional employee, payable to CFA at least ten (10) days prior to the first day of the training program attended by such additional employee.



## ADDENDUM D

### **CHICK-FIL-A LICENSING PROGRAM SALES REPORTING PROCEDURES**

The following procedures are to be used by Licensees of Chick-fil-A locations to report Gross Receipts.

#### **Daily and Monthly Sales Reporting**

In accordance with best practices for the operation of a Unit under this Agreement, Licensee should report, on a daily basis, all sales of Products generated through all Sales Channels utilized in a Unit by submitting all necessary and appropriate sales reports, data and information to CFA via the CFA Licensee Sales Portal. Licensee should submit all sales reports and data daily after closing for business on each business day or prior to opening for business on the next business day to ensure Licensee remains current with all of Licensee's daily reporting obligations.

Licensee must submit monthly Gross Receipts reports by the fifth (5th) day of each calendar month for the preceding Accounting Period.

#### **Sales Reporting and Supporting Documentation**

With each monthly Gross Receipts report submitted to CFA, Licensee must provide supporting documentation to CFA in the form of a .pdf generated from Licensee's Point-of-Sale system. At each Unit, Gross Receipts are collected through one or more Sales Channels; Licensee must submit to CFA via the CFA Licensee Sales Portal all necessary and appropriate reports and supporting documentation to fully and accurately report and represent all Gross Receipts collected through all Sales Channels utilized at each Unit.

#### **Remittance of License Fees**

The License Fees due and payable to CFA under this Agreement may be remitted to CFA by mail or by ACH and must be received by CFA on or before the 25th day of each calendar month for the preceding Accounting Period. If paying the License Fees by mail, Licensee should mail the License Fees to:

**Chick-fil-A, Inc.  
P.O. Box 208913  
Dallas, TX 75320-8806**

**EXHIBIT “C”**

**CONSOLIDATED FINANCIAL  
STATEMENTS OF CHICK-FIL-A, INC.**

**Chick-fil-A, Inc.**  
**Consolidated Financial Statements**  
**December 31, 2022, 2021, and 2020**

**Chick-fil-A, Inc.**  
**Index**  
**December 31, 2022, 2021, and 2020**

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## **Report of Independent Auditors**

To the Board of Directors of Chick-fil-A Inc:

### ***Opinion***

We have audited the accompanying consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries (the “Company”), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of comprehensive earnings, stockholders’ equity and cash flows for each of the three years then ended, including the related notes (collectively referred to as the “consolidated financial statements”).

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors’ Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company’s ability to continue as a going concern for one year after the date consolidated financial statements are available to be issued.

### ***Auditors’ Responsibilities for the Audit of the Consolidated Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors’ report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US 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 consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*PricewaterhouseCoopers LLP*

Atlanta, Georgia  
March 24, 2023

**Chick-fil-A, Inc.**  
**Consolidated Balance Sheets**  
**December 31, 2022 and 2021**

	<b>2022</b>	<b>2021</b>
<b>Assets</b>		
Cash and cash equivalents	\$ 1,962,994,241	\$ 2,005,572,952
Receivables, net	197,181,397	226,679,892
Inventories	50,943,354	24,525,262
Property and equipment, at cost		
Leased to restaurant franchisees		
Land	894,071,911	838,434,625
Operating lease assets	2,746,705,817	2,697,077,670
Finance lease and other assets	1,254,444,533	900,173,525
Buildings	2,018,083,267	1,790,553,383
Leasehold improvements	3,980,879,753	3,383,789,453
Fixtures and equipment	1,589,067,412	1,300,203,434
Office land, buildings, fixtures, and equipment	908,579,217	752,705,913
Equipment in storage and construction in progress	504,435,612	324,980,396
Corporate leases, operating lease assets	48,458,212	39,346,826
Corporate leases, finance lease assets	49,797,929	34,428,271
	<u>13,994,523,663</u>	<u>12,061,693,496</u>
Less: Accumulated depreciation and amortization	<u>3,561,569,414</u>	<u>2,900,120,234</u>
Property and equipment, net	10,432,954,249	9,161,573,262
Investments	349,607,659	368,164,486
Prepaid expenses and other assets	166,507,485	121,669,717
Cash surrender value of life insurance	67,286,857	65,876,059
Total assets	<u>\$ 13,227,475,242</u>	<u>\$ 11,974,061,630</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Chick-fil-A, Inc.**  
**Consolidated Balance Sheets**  
**December 31, 2022 and 2021**

	2022	2021
<b>Liabilities and Stockholders' Equity</b>		
Accounts payable		
Trade payables and other	\$ 774,927,162	\$ 638,969,319
Restaurant activity liability	227,330,457	203,555,745
Due to restaurant franchisees	137,268,281	197,128,724
Total accounts payable	1,139,525,900	1,039,653,788
Notes payable	2,576,504,662	2,694,324,741
Operating lease liabilities	2,727,263,276	2,751,877,548
Finance lease liabilities	1,187,399,175	887,195,571
Accrued expenses and obligations	985,482,038	1,052,309,383
Deferred income taxes	379,914,000	274,326,100
Financing obligations	14,911,824	13,024,539
Franchisees' deposits	9,864,876	9,511,617
Income taxes payable	5,757,999	26,396,999
Dividends payable	119,744	120,586
Total liabilities	<u>\$ 9,026,743,494</u>	<u>\$ 8,748,740,872</u>
Commitments and contingencies (Note 14)		
<b>Stockholders' equity</b>		
Common stock		
Voting shares of \$.01 par value; 20,000,000 shares authorized; 110,806 shares in 2022 and 2021 issued and outstanding	1,108	1,108
Nonvoting shares of \$.01 par value; 180,000,000 shares authorized; 74,144,035 shares issued and 59,761,107 shares outstanding in 2022 and 74,565,171 shares issued and 60,182,243 shares outstanding in 2021	741,440	745,652
Treasury Stock, nonvoting shares at par value	(143,829)	(143,829)
Additional paid-in capital	1,488,718	1,488,775
Accumulated other comprehensive loss	(197,932,424)	(279,446,144)
Retained earnings	4,396,576,735	3,502,675,196
Total stockholders' equity	<u>4,200,731,748</u>	<u>3,225,320,758</u>
Total liabilities and stockholders' equity	<u>\$ 13,227,475,242</u>	<u>\$ 11,974,061,630</u>

The accompanying notes are an integral part of these consolidated financial statements.



**Chick-fil-A, Inc.**  
**Consolidated Statements of Comprehensive Earnings**  
**Years Ended December 31, 2022, 2021, and 2020**

	2022	2021	2020
<b>Revenue and income</b>			
Revenue and income from restaurants			
Franchise fees	\$ 3,571,607,329	\$ 3,515,956,011	\$ 2,783,981,623
Rental income	1,331,359,932	1,193,220,121	1,005,801,406
Company-operated restaurant sales	310,400,266	197,116,691	113,156,649
Licensee fees	50,464,443	36,388,241	26,337,218
	<u>5,263,831,970</u>	<u>4,942,681,064</u>	<u>3,929,276,896</u>
Product sales	1,019,404,359	676,974,976	284,209,049
Other income	90,549,779	144,497,859	107,636,603
Total revenue and income	<u>6,373,786,108</u>	<u>5,764,153,899</u>	<u>4,321,122,548</u>
<b>Costs and expenses</b>			
Cost of sales, including cost of sales from company-operated restaurants			
	1,060,735,903	657,296,489	285,129,981
Selling, general, and administrative expenses	3,167,988,917	2,801,122,894	2,352,187,057
Depreciation and amortization	706,100,732	585,642,930	517,009,027
Interest	100,564,540	87,961,707	56,830,836
Total costs and expenses	<u>5,035,390,092</u>	<u>4,132,024,020</u>	<u>3,211,156,901</u>
Earnings before income taxes	1,338,396,016	1,632,129,879	1,109,965,647
Income taxes	349,661,712	393,225,108	267,209,889
Net earnings	<u>988,734,304</u>	<u>1,238,904,771</u>	<u>842,755,758</u>
<b>Other comprehensive earnings (loss), before tax</b>			
Pension plans	27,531,592	(40,125,157)	(133,340,764)
Postretirement medical plan	70,220,749	(19,632,610)	(29,791,901)
Foreign currency translation	(2,386,969)	(12,534)	556,701
Derivative financial instruments	12,044,348	6,322,420	(6,314,104)
Other comprehensive earnings (loss), before income taxes	107,409,720	(53,447,881)	(168,890,068)
Income taxes	(25,896,000)	12,561,000	42,024,000
Other comprehensive earnings (loss), net of income taxes	<u>81,513,720</u>	<u>(40,886,881)</u>	<u>(126,866,068)</u>
Comprehensive earnings	<u>\$ 1,070,248,024</u>	<u>\$ 1,198,017,890</u>	<u>\$ 715,889,690</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Chick-fil-A, Inc.**  
**Consolidated Statements of Stockholders' Equity**  
**Years Ended December 31, 2022, 2021, and 2020**

	Common Stock		Treasury Stock, at Par	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total
	Voting	Nonvoting					
<b>Balances at December 31, 2019</b>	\$ 1,108	\$ 902,676	\$ (143,829)	\$ 2,174,142	\$ (111,693,195)	\$ 3,479,105,488	\$ 3,370,346,390
Comprehensive (loss) earnings	—	—	—	—	(126,866,068)	842,755,758	715,889,690
Dividends	—	—	—	—	—	(123,805)	(123,805)
Purchase and retirement of 14,092,838 shares of treasury stock	—	(140,928)	—	(685,268)	—	(1,773,908,893)	(1,774,735,089)
<b>Balances at December 31, 2020</b>	1,108	761,748	(143,829)	1,488,874	(238,559,263)	2,547,828,548	2,311,377,186
Comprehensive (loss) earnings	—	—	—	—	(40,886,881)	1,238,904,771	1,198,017,890
Dividends	—	—	—	—	—	(120,586)	(120,586)
Purchase and retirement of 1,609,586 shares of treasury stock	—	(16,096)	—	(99)	—	(306,397,810)	(306,414,005)
Adoption of ASC 842 <sup>(1)</sup>	—	—	—	—	—	22,460,273	22,460,273
<b>Balances at December 31, 2021</b>	1,108	745,652	(143,829)	1,488,775	(279,446,144)	3,502,675,196	3,225,320,758
Comprehensive earnings	—	—	—	—	81,513,720	988,734,304	1,070,248,024
Dividends	—	—	—	—	—	(119,744)	(119,744)
Purchase and retirement of 421,136 shares of treasury stock	—	(4,212)	—	(57)	—	(94,713,063)	(94,717,332)
Other adjustments	—	—	—	—	—	42	42
<b>Balances at December 31, 2022</b>	\$ 1,108	\$ 741,440	\$ (143,829)	\$ 1,488,718	\$ (197,932,424)	\$ 4,396,576,735	\$ 4,200,731,748

(1) Accounting Standards Codification ("ASC") 842, "Leases." Refer to Note 1 **Summary of Significant Accounting Policies** for further details.

The accompanying notes are an integral part of these consolidated financial statements.

**Chick-fil-A, Inc.**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2022, 2021, and 2020**

	2022	2021	2020
<b>Cash flows from operating activities</b>			
Net earnings	\$ 988,734,304	\$ 1,238,904,771	\$ 842,755,758
Adjustments to reconcile net earnings to net cash provided by operating activities			
Depreciation and amortization	706,100,732	585,642,930	517,009,027
Amortization of operating leases	124,274,339	123,281,121	—
Loss on disposal of property and equipment	61,702,582	39,763,188	23,190,835
Deferred income taxes	66,483,500	17,979,971	85,314,149
Loss (gain) on investments	77,904,532	(30,474,814)	(26,632,943)
Noncash interest expense	738,522	749,256	504,370
Changes in assets and liabilities			
Receivables	30,218,226	(98,836,492)	(30,319,591)
Inventories	(26,418,092)	(4,625,790)	(13,784,377)
Prepaid expenses and other assets	(95,088,403)	(51,492,518)	65,353,081
Accounts payable	52,325,330	284,036,253	(65,242,295)
Accrued expenses and obligations	54,919,165	160,680,142	84,902,141
Operating lease liabilities	(102,362,843)	(95,645,553)	—
Income taxes receivable/payable	(20,639,000)	31,158,316	5,843,682
Franchisee deposits	353,259	252,804	148,508
Net cash provided by operating activities	<u>1,919,246,153</u>	<u>2,201,373,585</u>	<u>1,489,042,345</u>
<b>Cash flow from investing activities</b>			
Purchase of property and equipment	(1,667,922,292)	(1,314,742,958)	(934,696,993)
Proceeds from sale of property and equipment	8,745,216	9,497,090	7,603,328
Premiums and investments made in Company-owned life insurance policies			
	(33,003,997)	(20,567,633)	(8,347,067)
Change in notes receivable	9,272,642	(12,072,596)	50,341
Contributions to investments	(51,498,138)	(36,154,182)	(28,445,745)
Proceeds from investments	7,487,068	3,691,609	11,258,835
Net cash used in investing activities	<u>(1,726,919,501)</u>	<u>(1,370,348,670)</u>	<u>(952,577,301)</u>
<b>Cash flows from financing activities</b>			
Proceeds from issuance of notes payable, net	—	299,737,433	1,852,514,428
Principal payments on notes payable	(118,558,601)	(310,199,337)	(177,377,380)
Purchase of treasury stock	(94,717,332)	(306,414,005)	(1,774,735,089)
Principal payments on finance lease and financing obligations	(22,317,936)	(17,561,601)	(1,133,942)
Payment of notes payable issuance costs	—	(1,100,268)	(4,097,242)
Proceeds from sale-leaseback transactions	1,901,352	9,768,575	1,038,746
Dividends paid	(120,586)	(123,805)	(151,991)
Net cash used in financing activities	<u>(233,813,103)</u>	<u>(325,893,008)</u>	<u>(103,942,470)</u>
Effect of exchange rate changes on cash and cash equivalents	(1,092,260)	(101,163)	231,987
Net (decrease) increase in cash and cash equivalents	<u>(42,578,711)</u>	<u>505,030,744</u>	<u>432,754,561</u>
<b>Cash and cash equivalents</b>			
Beginning of year	2,005,572,952	1,500,542,208	1,067,787,647
End of year	<u>\$ 1,962,994,241</u>	<u>\$ 2,005,572,952</u>	<u>\$ 1,500,542,208</u>
<b>Supplemental disclosures of cash flow information</b>			
Cash paid during the year for:			
Income taxes	\$ 290,608,812	\$ 360,457,488	\$ 180,845,207
Interest	107,627,016	93,864,210	58,098,983
<b>Supplemental disclosure of noncash transactions financing and investing activities</b>			
Property and equipment acquired under finance obligations	\$ —	\$ —	\$ 37,688,542
Change in unpaid acquisitions of property and equipment	49,086,852	29,725,709	11,229,321
Change in unpaid hedge premiums	1,485,360	—	—
Dividends declared and not paid	119,744	120,586	123,805

The accompanying notes are an integral part of these consolidated financial statements.

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2022, 2021, and 2020

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#### 1. Summary of Significant Accounting Policies

##### Nature of Business

Chick-fil-A, Inc. and subsidiaries (collectively referred to as “the Company”, “we”, and “our”) provides consulting services and leases property, equipment, and leasehold improvements to franchisees of Chick-fil-A restaurants. The Company is primarily a franchisor, however during periods where a restaurant is without a franchisee, the Company operates the restaurant on a temporary basis as a company-operated location. Our franchised and company-operated restaurants are located in 48 states throughout the United States and District of Columbia.

As of December 31, 2022, the Company operates ten franchised locations outside of the United States, seven of which are in Canada and three in Puerto Rico. The Company is actively exploring opportunities to continue franchised restaurant growth in Canada and Puerto Rico as well as opportunities to continue expansion into other international locations in the future.

At December 31, 2022, 2021, and 2020, there were 2,429, 2,325, and 2,219 franchised and company-operated Chick-fil-A restaurants, respectively. Total system-wide sales generated from these restaurants during the years ended 2022, 2021, and 2020 approximated \$18,814,024,000, \$16,673,679,000, and \$13,703,568,000, respectively.

The Company also licenses our brand through strategic partnerships with contract food service management companies. There were 395, 392, and 389 outlets operating as of December 31, 2022, 2021, and 2020, respectively, the majority of which are located in airports and on college campuses. The Company’s licensed operating outlets are located throughout the United States and District of Columbia.

Additionally, the Company has developed our own distribution capabilities to provide restaurants with ingredients, packaging, and other supplies. The Company currently operates two full-scale distribution facilities (“regional distribution centers”) and one smaller-scale distribution facility (“market distribution center”). The Company plans to continue expanding our distribution capabilities by opening additional distribution centers. The Company plans to open one additional market distribution center in 2023 and two additional regional distribution centers in 2024.

The Company operates a production facility in Valencia, California to produce freshly squeezed and pasteurized lemon juice for sale and distribution to our restaurants. The production facility opened in September 2020 and currently supplies lemon juice for Chick-fil-A restaurants chainwide.

##### Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). The accompanying consolidated financial statements include the accounts of Chick-fil-A, Inc. and our wholly owned subsidiaries, and those subsidiaries in which we have a controlling financial interest. Investments in other entities where we do not have a controlling financial interest, but where we exert significant influence are accounted for in our consolidated financial statements using the equity method of accounting. See Note 11 for additional information regarding the Company’s equity method investments. All intercompany balances and transactions have been eliminated in consolidation.

##### Basis of Presentation

The Company has adopted the practice of presenting an unclassified balance sheet which, in the opinion of management, more appropriately reflects the nature of the Company’s operations.

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2022, 2021, and 2020

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Effective in 2022, the Company changed the presentation of several items on the accompanying consolidated statements of comprehensive earnings to better align with the operations of the business. Revenue and income from restaurants now include sales from company operated restaurants and fees earned from our contract food service licensee partners which had been included within Other sales, including company-operated restaurant sales and Other income in previous reporting periods, respectively. Additionally, Selling, general, and administrative expenses now include charitable giving and scholarships, which had been disclosed in a separate line item in previous years. The Company reclassified prior period results to conform with the current period presentation. These reclassifications only impacted presentation on the accompanying statements of comprehensive earnings and did not have any impact on the consolidated financial results for any period presented.

#### **Use of Estimates**

The preparation of the financial statements in conformity with U.S. GAAP requires management of the Company to make a number of estimates and assumptions relating to the reporting of assets and liabilities and income and expenses and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

#### **Risks and Uncertainties**

The Company's results of operations are impacted by certain risks and uncertainties, including general economic conditions which may either positively or negatively impact sales at our franchised and company-operated restaurant locations.

#### **Recently Issued Accounting Guidance**

##### *Recently Adopted Accounting Pronouncements*

##### *Lease Accounting*

The Company adopted ASU 2016-02, *Leases* on January 1, 2021. ASU 2016-02, along with subsequent clarifications and improvements (collectively, ASC 842), supersedes all existing guidance on leases. ASC 842 requires lessees to recognize a liability for lease obligations, which represents the discounted obligation to make future lease payments, and a corresponding right-of-use asset on the consolidated balance sheets. The guidance requires disclosure of key information about leasing arrangements that is intended to give financial statement users the ability to assess the amount, timing, and potential uncertainty of cash flows related to leases.

The Company elected the optional transition method to apply the standard as of the effective date and therefore, we have not applied the standard to the comparative periods presented on our consolidated financial statements. The Company also elected the package of transition expedients available for expired or existing contracts, which allows the carry-forward of historical assessments of (1) whether contracts are or contain leases, (2) lease classification, and (3) initial direct costs. We have elected to not apply the hindsight expedient when adopting ASC 842.

##### *Reference Rate Reform*

In March 2020, the FASB issued ASU No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. ASU 2020-04 provides optional expedients and exceptions to simplify the accounting for contracts, hedging relationships, and other transactions affected by reference rate reform that meet certain criteria. In December 2022, the FASB issued ASU 2022-06, *Reference Rate Reform (Topic 848) Deferral of Sunset Date of Topic 848*, which extends the applicability of ASC 848 to contracts entered into prior to or existing on December 31, 2024 and allows for elections to be made at different points in time. The Company elected to adopt certain expedients made available by this ASU as of the

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

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effective date for both our amended Credit Facilities as well as our interest rate swap arrangements. Refer to Note 5 for additional details.

#### *Pension Benefit Arrangements*

The Company adopted ASU 2018-14, *Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715-20): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans* on January 1, 2022. ASU 2018-14 adds, removes and clarifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. Adoption of this ASU did not have a significant impact on the Company's disclosures.

#### *Recent Accounting Pronouncements Not Yet Adopted*

##### *Current Expected Credit Loss*

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments*. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ASC 326 is effective for the Company beginning January 1, 2023. We are currently evaluating the impact of this standard on our consolidated financial statements.

#### **Recognition of Revenue and Income**

Revenue and income are presented in the following categories: (1) Revenue and income from restaurants, (2) Product sales, and (3) Other income.

##### *Recognition of Revenue and Income from Restaurants*

Revenue and income from restaurants on the accompanying statements of comprehensive earnings consist of (1) fees earned from restaurant franchisees, less franchisee incentives and reimbursements, (2) rental income earned from leases of real estate and equipment to franchisees, (3) sales from company-operated restaurants and (4) fees earned from our licensee partner arrangements.

The Company's franchise agreement requires franchisees to pay an initial upfront fee as well as continuing rent and royalty payments. The Company's continuing royalties from domestic franchisees are comprised of a base operating service fee and an additional operating service fee, collectively referred to as the "franchise fees". The base operating service fee is calculated as 15% of franchised restaurant sales, less amounts charged to franchisees for equipment rentals and business services fees. For the years ending December 31, 2022, 2021, and 2020, the Company recorded total base operating service fees of approximately \$2,636,463,000, \$2,342,515,000, and \$1,916,656,000, respectively. The additional operating service fee is calculated as 50% of the net profit of franchised restaurants, as defined by the franchise agreement. For domestic restaurants with net losses (after deduction of the base operating service fee and a base profit to be retained by the franchisee), it has been the Company's practice to reduce the base operating service fee to the extent necessary to reduce the net operating loss of the restaurant to zero at the end of the calendar year. For the years ending December 31, 2022, 2021, and 2020, the Company recorded

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total additional operating service fees of approximately \$935,145,000, \$1,173,441,000, and \$867,326,000, respectively. The franchise fees are charged to franchisees monthly and the Company recognizes revenue over time as underlying restaurant sales occur.

The Company offers various incentive programs to franchisees. The Company records the costs of certain franchisee incentives as reductions of franchise fee revenue in the period the incentives are earned. For the years ended December 31, 2022, 2021, and 2020, the Company recorded total franchisee incentives of \$35,968,000, \$94,377,000, and \$162,151,000, respectively. For the years ended December 31, 2021 and 2020, franchisee incentives included amounts awarded to certain qualifying franchisees through varying relief programs established in response to the negative impacts of COVID-19 on restaurant operations.

The Company either purchases and develops our free-standing restaurants or leases the land and retail space from third-party developers under long-term lease agreements. Domestically, the Company leases or subleases these properties to franchisees under month-to-month lease arrangements and payments due from franchisees are subject to a cap equal to 6% of restaurant sales. The Company additionally purchases or leases equipment and leases or subleases to franchisees on a month-to-month basis. Both real estate and equipment rental payments are charged to franchisees monthly. Income generated from the Company's franchisee lease arrangements is recorded within Rental income on the accompanying consolidated statements of comprehensive earnings and is recognized in accordance with ASC 842, *Leases*. See Note 10 for additional information.

Additionally, the Company incurs property tax charges for our restaurant real estate and equipment and passes such charges to franchisees for reimbursement. The Company presents property tax expenses and the associated franchisee reimbursements gross on the accompanying consolidated statements of comprehensive earnings. For the years ended December 31, 2022, 2021, and 2020, the Company recognized property tax income of approximately \$85,402,000, \$77,507,000, and \$69,567,000, respectively, within Rental income on the consolidated statements of comprehensive earnings.

All restaurants temporarily without a franchisee are considered company-operated restaurants. Sales and expenses relating to company-operated restaurants are reflected in the accompanying consolidated financial statements for the period operated and are reported net of sales-related taxes. Revenue is recognized as sales are generated at the point of sale.

Royalties earned from the Company's brand license arrangements are calculated based on a percentage of sales, which ranges between 7% and 10%, and the Company recognizes revenue over time as the underlying sales occur.

#### *Recognition of Product Sales*

Product sales on the accompanying consolidated statements of comprehensive income consist of sales of the Company's proprietary products and sales earned through the Company's distribution and lemon juice production operations.

The Company earns revenue from the sale of certain proprietary products to our distribution partners under third-party supply arrangements. The Company recognizes revenue from the sales of our proprietary products at the point in time our customers take delivery of the products pursuant to the terms of the respective contractual agreement.

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For our proprietary product arrangements, the Company follows the principal agent model under ASC 606, which provides a control-based model for determining whether an entity acts as a principal or an agent to a transaction. An entity is deemed the principal in a transaction if it obtains control of the specified goods or services before they are transferred to the customer. An entity is deemed an agent if it does not control the specified goods or services before they are transferred to the customer. The Company records income and associated costs gross on the consolidated statements of comprehensive earnings in arrangements where we were deemed to be the principal. If deemed agent to the transaction, the Company records income net of the associated costs on the consolidated statements of comprehensive earnings.

Additionally, the Company generates revenue from our distribution and lemon juice production operations. Our distribution operations derive revenue through the sale of goods to our franchisees, and revenue is recognized at the point in time that control of the underlying goods transfers pursuant to our respective supply agreements. As of December 31, 2022, 2021 and 2020, our distribution centers provided services to 410, 230, and 20 restaurant locations, respectively. Our lemon juice operations derive revenue through the sale of lemon juice to our distributors. Revenue is recognized at the point in time when control of the purchased goods transfers to the customer pursuant to the terms of the respective agreements. For the years ended December 31, 2022, 2021 and 2020 the Company recognized revenues related to our distribution and lemon juice production operations of approximately \$768,969,000, \$491,863,000, and \$125,098,000, respectively.

*Recognition of Other Income*

Other income on the accompanying consolidated statements of comprehensive earnings is primarily comprised of (1) gift card program revenues, (2) advertising revenues and (3) investment and interest income.

The Company sells gift cards domestically through our franchisees, certain select retailers, and our website. The gift cards are redeemable in our franchised and company-operated restaurant locations. The Company manages the gift card program and collects all funds from the activation of gift cards and reimburses franchisees for the fulfillment of redeemed gift cards in their restaurants. The Company acts as an agent in this relationship and records proceeds from gift card sales net of the associated reimbursements to franchisees following gift card redemption. A contract liability for unredeemed gift cards is included in Trade payables and other in the accompanying consolidated balance sheets for all periods presented. There are no expiration dates on the outstanding, unredeemed gift card balances. While outstanding gift card balances do not expire, the likelihood of redemption may be determined to be remote for certain cards due to long periods of inactivity. The Company recognizes gift card breakage revenue over time in proportion to the pattern of gift card redemptions exercised by our customers. Refer to the table below for a rollforward of the Company's contract liability balance associated with unredeemed gift cards for the years ended December 31, 2022 and 2021.

	Contract Liability
Balance at December 31, 2020	\$ 170,556,103
Gift card activation proceeds, net of redemptions	59,353,411
Less: Breakage revenue recognized	(13,012,502)
Balance at December 31, 2021	216,897,012
Gift card activation proceeds, net of redemptions	44,820,238
Less: Breakage revenue recognized	(14,887,738)
Balance at December 31, 2022	\$ 246,829,512



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The Company provides franchisees national advertising services through our third-party advertising agency arrangements. These advertising activities primarily include national television, digital, radio and campaign social media advertisements. In certain cases, franchisees may elect to contribute to a fund to participate in certain additional national media activities to be fulfilled by the Company. Proceeds from franchisee contributions are retained by the Company to fund such national advertising costs as they become due and payable. The Company recognizes advertising expenses and the related franchisee contributions for certain national advertising services gross on our consolidated statements of comprehensive earnings. Advertising revenues are recognized over time as the advertising services are delivered to franchisees. For the years ended December 31, 2022, 2021 and 2020, the Company recorded advertising revenues of approximately \$39,382,000, \$33,387,000, and \$21,576,000, respectively, within Other income on the accompanying consolidated statements of comprehensive earnings. The contract liability related to the Company's franchisee advertising services is reflected in Restaurant activity liability on the accompanying consolidated balance sheets and was approximately \$16,159,000 and \$17,217,000 as of December 31, 2022 and 2021, respectively.

Additionally, Other income on the accompanying consolidated statements of comprehensive earnings includes gains and/or losses earned on certain investments administered through a Rabbi Trust, interest income on the Company's short-term investments, and other miscellaneous income/loss not subject to ASC 606. For the years ended December 31, 2022, 2021 and 2020, the Company recorded net (losses)/income of approximately (\$18,788,000), \$50,060,000, and \$34,892,000, respectively, within Other income on the accompanying consolidated statements of comprehensive earnings, which represents amounts that are not subject to the scope of ASC 606.

#### **Pension, Postretirement, and Postemployment Benefits Plans**

The Company accounts for pension, postretirement and postemployment benefit plans in accordance with the provisions of ASC 715, *Compensation-Retirement Benefits*. The standard requires, among other things, the recognition of the funded status of each defined benefit pension plan, retiree health care and other postretirement benefit plans and postemployment benefit plans on the balance sheet. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability. The initial impact of the standard due to unrecognized prior service costs or credits and net actuarial gains or losses as well as subsequent changes in the funded status is recognized as a component of Accumulated other comprehensive loss in stockholders' equity. See Note 6 for additional information.

#### **Cash and Cash Equivalents**

Cash and cash equivalents consist of cash on hand and all liquid investments purchased with a remaining maturity of 90 days or less at the date of acquisition. Cash equivalents as of December 31, 2022 and 2021 consist of cash deposits, money market funds, and US Treasury bills. The cost of these investments approximates their fair value.

The Company has reclassified checks issued but not yet presented for payment as Trade payable and other in the accompanying consolidated balance sheets. Outstanding checks totaled approximately \$80,479,000 and \$22,259,000 at December 31, 2022 and 2021, respectively.

#### **Inventories**

Inventories are stated at the lower of cost and net realizable value. Cost is determined on either a weighted-average cost or standard cost basis. Our inventories consist primarily of ingredients, packaging, and other supplies for sale to our restaurant franchisees. For our lemon juice

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production operations, the Company's inventory consists of both raw materials, which includes primarily lemons, and finished goods, which includes lemon juice and other lemon byproducts.

#### Property and Equipment

Property and equipment are stated at cost. Cost includes all direct costs necessary to acquire and prepare assets for use, including internal labor. Expenditures for significant improvements are capitalized while expenditures for minor replacements, maintenance and repairs are expensed as incurred. Interest is capitalized on borrowings during the active construction period of qualifying capital assets. Capitalized interest is added to the cost of the asset and depreciated over the estimated useful lives of the assets. Depreciation expense of property and equipment is calculated by using the straight-line method over the estimated useful lives of the assets. Leasehold improvement assets are amortized over the shorter of the related lease life or their estimated useful lives.

Estimated useful lives of property and equipment are as follows:

	<u>Estimated Useful Lives</u>
Buildings and leasehold improvements	10-40 years
Office furniture, fixtures, and equipment	3-20 years
Restaurant fixtures and equipment	7 years
Transportation	4-10 years
Computer hardware and software	3 or 5 years

Beginning in 2021 following our adoption of ASC 842, the Company records right-of-use assets associated with our commenced lease agreements within Property and equipment on the accompanying consolidated balances sheet. Refer to the "Leases" discussion below for the Company's policy related to the accounting for our right-of-use lease assets.

#### Leases

The Company is engaged in a significant amount of leasing activity, both as a lessee and as a lessor. A detailed description of the nature of the Company's leasing arrangements is included in Note 10. The Company adopted ASC 842 effective January 1, 2021 and elected not to apply the standard to comparative periods in our accompanying financial statements. As such, we have included our lease accounting policies under both ASC 842 as well as previous leasing guidance below.

##### *Lessee Accounting – ASC 842*

We classify leases as either operating or finance leases at the commencement date of the lease, which is the date we take control of the underlying asset. The Company's real estate lease agreements often contain tenant improvement allowances, rent holidays, rent escalation clauses and/or contingent rent provisions. We have lease agreements with lease and non-lease components, which are accounted for together as a single lease component for all underlying classes of assets with the exception of the Company's restaurant real estate leases where we are also a lessor.

The Company records a right-of-use asset and lease liability for each operating and finance lease with a contractual term greater than 12 months at the time of lease commencement. We do not record leases with an initial term of 12 months or less on our consolidated balance sheets but continue to record lease expense on a straight-line basis over the lease term. Many of the Company's leases include options to renew at our sole discretion. Such renewal options are

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included in the concluded lease term when they are determined to be reasonably certain of exercise.

The Company's operating and finance lease liabilities represent the present value of future lease payments over the concluded lease term. We cannot determine the interest rate implicit in each of our leases. Therefore, the Company uses an incremental borrowing rate to calculate the lease liability that reflects the rate of interest we expect to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms. We consider a combination of factors, including our credit-adjusted interest rate, the lease term, and the effect of adjusting the rate to reflect consideration of collateral. Our credit adjusted borrowing rate takes into consideration interest rates we pay on our unsecured long-term notes as well as other relevant market factors.

The right-of-use asset balance is measured at the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, initial direct costs and any tenant improvement allowances received. For operating leases, we recognize expense on a straight-line basis over the lease term within Selling, general and administrative expenses on the consolidated statements of comprehensive earnings. The recorded right-of-use asset is reduced over the lease term by the recognized straight-line lease expense less the amount of accretion of the lease liability determined using the effective interest method. For finance leases, right-of-use assets are amortized on a straight-line basis over the shorter of the useful life of the leased asset or the lease term, with amortization expense recorded within Depreciation and amortization on the consolidated statements of comprehensive earnings. Interest expense on each finance lease liability is recognized utilizing the effective interest method and is recorded within Interest on the accompanying consolidated statements of comprehensive earnings.

For several of our restaurant real estate leases, the Company is involved in the construction of our leased assets. For such leases, we do not control the construction period asset in accordance with ASC 842 and are therefore required to determine whether our construction period costs represent costs to use the lessor's asset or represent costs related to the Company's own assets. Construction costs associated with the right to use the lessor's asset are recorded initially to prepaid rent during the construction period and are subsequently measured as part of the right-of-use lease asset upon lease commencement. Construction costs associated with the Company's own assets are recorded initially as construction in progress and are subsequently recorded as leasehold improvements upon lease commencement.

#### *Lessee Accounting – Previous Lease Guidance*

For reporting periods prior to 2021, the Company classified our leases as either operating or capital leases at the inception of the lease. For leases classified as operating, the Company reported rental expense within Selling, general, and administrative expenses in the accompanying statements of comprehensive earnings. The total amount of rental payments due over the operating lease term was charged to rent expense on a straight-line basis over the concluded term of the lease, which included any renewal options reasonably assured of being exercised. The difference between rent expense recorded and the amount paid was recorded as a deferred rent obligation, which was included in Accrued expenses and obligations in the accompanying consolidated balance sheets.

For leases classified as capital leases, the Company recorded a capital lease asset and liability equal to the present value of minimum lease payments, discounted using the Company's incremental borrowing rate. The recorded capital lease asset was limited to the lesser of the fair value of the leased asset if determined to be less than the present value of future lease payments. Capital lease assets were depreciated using the straight-line method over the shorter of the lease

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term, including any renewal options that were reasonably assured of being exercised, or the estimated useful life of the asset. The capital lease liability was amortized using the effective interest method over the term of the lease, with interest expense on the capital lease liability recorded to Interest on the consolidated statements of comprehensive earnings.

Prior to the adoption of ASC 842, the Company was deemed to be the accounting owner in certain build-to-suit lease arrangements due to our level of involvement during the construction of the leased asset. In such instances, we recorded an asset for construction costs incurred and a corresponding financing obligation for the estimated construction costs financed by the landlord. Due to our level of continuing involvement with the leased property during the lease term, we were not permitted to apply sale-leaseback accounting following construction completion and, as a result, retained the asset and financing obligation liability on our balance sheet. Following construction, the recorded construction period assets were classified in a manner consistent with our other owned assets and were depreciated using the straight-line method over their estimated useful lives. The recorded financing obligation was amortized using the effective interest method, with future lease payments allocated between interest expense and reduction of the recorded financing obligation.

#### *Lessor Accounting*

As described in the Revenue and Income section above, the Company serves as a lessor/sublessor to our restaurant franchisees for the lease of restaurant real estate and restaurant equipment. Due to the month-to-month nature of our franchisee lease agreements, the adoption of ASC 842 did not have a material impact on the Company's lessor accounting. Rental and subrental income is recorded within Rental income in our consolidated statements of comprehensive income as amounts are earned and charged to franchisees each month.

#### **Employee Incentive Compensation and Accrued Compensated Absences**

The Company maintains an employee incentive compensation plan for all full-time employees. Incentive compensation for participating employees is calculated based on a portion of the revenue received from restaurants.

The Company also has in place an accrued compensated absence policy under which employees may carry a certain number of vacation hours into the subsequent year. The Company records a liability for this amount based on individual compensation rates in effect during the year, inclusive of incentive compensation if applicable and estimable. The liability for accrued compensated absences was approximately \$68,461,000 and \$77,354,000 as of December 31, 2022 and 2021, respectively, and is recorded within Accrued expenses and obligations on the accompanying consolidated balance sheets.

#### **Impairment or Disposal of Long-Lived Assets**

In accordance with ASC 360 *Property, Plant, and Equipment*, long-lived assets held and used in operations are required to be assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated over the remaining life of the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds its fair value. Impairment charges recorded for assets held and used in operations were immaterial for all periods presented in these consolidated financial statements.

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Long-lived assets meeting the criteria to be reported as held for sale in accordance with ASC 360 are reported at the lower of their carrying amount or fair value less costs to sell and are no longer depreciated. As of December 31, 2022 and 2021, assets classified as held-for-sale are not material to the consolidated financial statements.

#### **Advertising**

The Company expenses advertising costs as incurred. Total advertising expenses were approximately \$180,807,000, \$155,967,000, and \$130,862,000 for the years ended December 31, 2022, 2021, and 2020 respectively, and is recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. For the years ended December 31, 2022, 2021, and 2020, total reported advertising expense includes approximately \$39,382,000, \$33,387,000, and \$21,576,000 in certain franchisee reimbursed national advertising costs. Refer to the Recognition of Revenue and Income section above for additional details.

The Company receives vendor rebates for certain advertising spend that we pass along to our restaurant franchisees. The Company has reflected such rebates on a net basis in the accompanying consolidated statements of comprehensive earnings for all periods presented.

#### **Income Taxes**

The Company files a consolidated federal income tax return.

The Company accounts for income taxes in accordance with the provisions of ASC 740, *Income Taxes*, which clarifies the accounting for uncertainty in income taxes. The standard prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation requires that the Company recognize in its financial statements the impact of a tax position if that position is more likely than not of being sustained on audit, based on the technical merits of the position.

The Company accounts for income taxes using an asset and liability approach. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Changes in tax rates and tax laws are accounted for in the period of enactment

#### **Treasury Stock**

The Company accounts for share repurchases using the par value method under which the repurchase price is charged to additional paid-in capital up to the amount of the original issue proceeds of the repurchased shares. When the repurchase price is greater than the original issue proceeds, the excess is charged to retained earnings. Repurchased shares that are not subsequently retired are recorded on the accompanying consolidated balance sheets as Treasury stock at their par value. As of December 31, 2022 and 2021, the Company held 14,382,928 non-voting common shares as treasury stock.

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#### Company-Owned Life Insurance

Company-owned life insurance represents insurance on the lives of certain individuals who have provided positive consent allowing the Company to be the beneficiary of such policies. The Company is the primary beneficiary of the insurance policies and incurs recurring premium payments to keep the policies active. Increases in the cash surrender value of the policies are recorded as reductions of the related cost of the insurance policies, and such costs are recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. Company-owned life insurance is recorded on the consolidated balance sheets at the cash surrender value of the policies which materially approximates fair value.

#### Derivatives and Financial Instruments

The carrying amount of the Company's financial instruments approximates their fair value. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. U.S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

For all periods presented, the recorded carrying amounts of cash and cash equivalents, receivables, accounts payable and accrued expenses and obligations approximate fair value due to the short-term nature of these instruments.

Investments are recorded at fair value in accordance with the fair value hierarchy above. The Company determines the classification within the hierarchy based on the lowest level input that is significant to the fair value measurement.

A significant portion of the Company's pension and postretirement benefit plan assets have been measured at fair value using net asset value ("NAV") as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Refer to Note 6 for additional details.

The Company records derivative financial instruments on the balance sheet at their respective fair values. The Company accounts for derivative financial instruments in accordance with ASC 815, *Derivatives and Hedging*, which allows all changes in fair value of highly effective cash flow hedges to be recorded in other comprehensive earnings (loss). Additionally, ASC 815 allows for ongoing qualitative considerations of hedge effectiveness, provided certain conditions are met.

We currently have interest rate swap contracts designated as cash flow hedges under ASC 815. These hedges are deemed to be highly effective in offsetting changes in our future expected cash

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flows under our floating interest rate debt. Changes to the fair value are recorded through accumulated other comprehensive income and reclassified into interest expense in the same period in which the hedged transaction is recognized in earnings. As of the date of these financial statements, we expect our interest rate swaps to continue to remain highly effective. The Refer to Note 5 for details on the Company's adoption of ASU 2020-04 in response to reference rate reform.

The Company also enters into other derivative arrangements, primarily options and swap contracts, as a way to hedge our exposure to fluctuations in certain commodity prices. The Company elects to treat these derivative instruments as economic hedges and does not apply the hedge accounting provisions of ASC 815. As a result, the Company records each derivative instrument on the balance sheet at its fair value with the entire change in fair value reported in earnings each reporting period. For certain commodity derivatives, we incur premiums to our counterparties upon execution of the derivative contract. Such premiums are recorded on the balance sheet and are subsequently measured at fair value with subsequent changes in fair value reflected in earnings. As of December 2022 and 2021, the Company recorded a derivative asset of approximately \$17,933,000 and \$642,000, respectively, within Prepaid expenses and other assets on the accompanying consolidated balances sheets. Total income recorded on our commodity derivative instruments for the years ended December 31, 2022 and 2021 was approximately \$13,903,000 and \$642,000, respectively, and is recorded within Other income on the accompanying consolidated statements of comprehensive earnings.

**2. Due to Restaurant Franchisees**

The balance due to franchisees reflects the net result primarily of the following activities: cash deposits and credit card settlements made into the Company's account; disbursements made by franchisees that have been presented for payment; other unpaid obligations of the restaurants, the largest of which is franchisee profits from restaurant operations; and expenses paid by the Company on behalf of the franchisees.

**3. Restaurant Activity Liability**

Restaurant activity liability is comprised of amounts payable to third parties (not franchisees) that originated in the restaurants. Amounts due to restaurant vendors and tax authorities are included here, along with accruals funded by restaurant markets for market or chain-wide purchases of products and services at the discretion of franchisee representatives.

**4. Accrued Expenses and Obligations**

Accrued expenses and obligations as of December 31, 2022 and 2021 consisted of the following:

	<b>As of December 31,</b>	
	<b>2022</b>	<b>2021</b>
Salaries, incentives and deferred compensation	\$ 489,631,200	\$ 538,539,782
Pension and post-retirement benefit obligations	382,950,476	417,533,777
Other	112,900,362	96,235,824
Total	<u>\$ 985,482,038</u>	<u>\$ 1,052,309,383</u>

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#### 5. Notes Payable and Interest Rate Swaps

##### *Credit Facilities*

On September 24, 2021, the Company refinanced and replaced our existing credit facilities (“2018 Credit Facilities”) and entered into a new credit agreement (“2021 Credit Facilities”) with a syndicate of lenders, with Wells Fargo Bank N.A. serving as administrative agent, swingline lender and issuing lender. The 2021 Credit Facilities provide for a \$200,000,000 term loan (“Term Loan”) and a revolving credit facility (“Revolving Facility”) with a maximum commitment of \$800,000,000. Upon closing of the 2021 Credit Facilities, the Company drew \$100,000,000 on our available Revolving Facility. The proceeds from the 2021 Credit Facilities were used, in part, to pay off the outstanding principal balance of \$187,500,000 and accrued interest under the 2018 Credit Facilities and to pay related financing fees and expenses in connection with the 2021 Credit Facilities. The refinance and replacement of our 2018 Credit Facilities qualified as a debt modification pursuant to ASC 470 and as such, no gain or loss has been recognized on the transaction.

The Term Loan matures on September 24, 2026. Principal payments on the Term Loan commence September 30, 2023 and are payable quarterly thereafter at scheduled amounts, with the balance due at maturity. The Term Loan bears interest at the floating 1-month London Interbank Offered Rate (“LIBOR”) plus a margin ranging between 0.800% and 1.000%. Interest payments on the Term Loan are due and payable at the end of each calendar month.

The Revolving Facility matures on September 24, 2026 and provides for borrowings of a maximum commitment of \$800,000,000. The Revolving Facility bears interest at floating 1-month LIBOR plus a margin between 0.875% and 1.125%. Interest payments on the Revolving Facility are due and payable at the end of each calendar month. During 2022, the Company repaid the outstanding \$100,000,000 balance under the Revolving Facility, which is reflected within the accompanying statements of cash flows for the year ended December 31, 2022. As of December 31, 2022 and 2021, the Company had \$0 and \$100,000,000, respectively, outstanding under our Revolving Facility.

In October 2020, the Company amended and restated our 2018 Credit Facilities to add fallback language specifying how a replacement interest rate will be determined following the phase out of LIBOR as a result of reference rate reform. The Company adopted the expedients available in ASU 2020-04 to account for the modification of our 2018 Credit Facilities. The LIBOR fallback language has been included in our 2021 Credit Facilities, and as of December 31, 2022, the Company has not yet transitioned from LIBOR as our benchmark interest rate.

The 2021 Credit Facilities contain certain restrictive covenants relating to, among other things, limitations on indebtedness, transactions with affiliates, sales of assets and certain investments. In addition, the 2021 Credit Facilities include a financial covenant relating to the Company’s consolidated leverage ratio. As of December 31, 2022, the Company was in compliance with all debt covenants.

##### *One-Year Term Loan*

In April 2020 and in response to the COVID-19 pandemic, the Company entered into a new credit agreement with a syndicate of lenders, with Wells Fargo Bank N.A. serving as administrative agent, sole lead arranger, and sole bookrunner. The credit agreement, as amended in October 2020, provided for a \$153,000,000, one-year term loan maturing April 17, 2021 bearing interest at floating 1-month LIBOR plus a margin of 1.75%. The Company repaid the total outstanding principal in December 2020, which is reflected in the accompanying consolidated statement of cash flows for the year ended December 31, 2020.



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#### *Related Party Note*

In November 2018, the Company repurchased shares of our non-voting common stock from a related party through the issuance of a note payable (“Related Party Note” or “Note”) and initial payment of approximately \$35,238,000. The Related Party Note has a face amount of approximately \$750,070,000, bears interest at a fixed annual rate of 4.75% and has a term of 25 years, maturing on November 30, 2043. The Related Party Note requires the Company to pledge the repurchased common shares to the related party as collateral for the Note. The Company is required to hold the repurchased shares as treasury stock until the Note is fully repaid. The Related Party Note requires compliance with certain nonfinancial covenants and as of December 31, 2022, the Company is in compliance with all such covenants.

#### *Senior Notes*

In October 2020, the Company entered into a Note Purchase Agreement and sold to certain purchasers \$1,700,000,000 in aggregate principal amount of senior notes (collectively “Senior Notes”), the proceeds of which were used to finance the repurchase of certain of the Company’s outstanding, non-voting common shares. The Senior Notes mature in tranches with maturity dates ranging from October 2023 to October 2030. The Senior Notes bear interest at fixed interest rates ranging between 1.48% and 2.09%, with interest payments due semiannually in April and October each year. The Senior Notes may be prepaid at any time subject to a make-whole premium, as defined in the Note Purchase Agreement. The Note Purchase Agreement contains certain restrictive covenants relating to, among other things, limitations on indebtedness, transactions with affiliates, sales of assets and certain investments. In addition, the Note Purchase Agreement includes a financial covenant relating to the Company’s consolidated leverage ratio. As of December 31, 2022, the Company was in compliance with all debt covenants.

#### *Interest Rate Swaps*

The Company currently uses interest rate swaps to effectively fix the interest rate on a portion of our floating-rate Credit Facilities, including forecasted future issuances. In June 2018, the Company entered into two, \$50,000,000 notional amount interest rate swap contracts: one 7-year interest rate swap with a June 2025 termination date and one 10-year interest rate swap with a June 2028 termination date. Under the two swap contracts, the Company pays interest at a weighted average annual rate of 2.92% and receives interest at the prevailing 1-month LIBOR rate. The Company has designated the swaps as cash flow hedges, and both were deemed to be highly effective in offsetting changes in our future expected cash flows due to the fluctuation in the 1-month LIBOR rate.

Effective in 2020, the Company elected to adopt ASU 2020-04 to assert probability of the hedged interest transactions regardless of any expected modification in terms related to reference rate reform and applied the expedients in ASC 848 in assessing hedge effectiveness. The Company plans to adopt the remaining expedients, as applicable, when the interest rate swap contracts are modified at a future date. Such modification is expected to be commensurate with the transition in benchmark interest rate under our 2021 Credit Facilities.

For the years ended December 31, 2022, 2021, and 2020, the Company reported income/(loss) in Other comprehensive earnings (loss) of approximately \$12,044,000, \$6,322,000, and (\$6,314,000), respectively, as a result of recording the swaps at their determined fair values. As of December 31, 2022 and 2021, the Company reported an asset (liability) related to our interest rate swaps of approximately \$3,576,000 and (\$8,468,000), respectively.

The following tables reflect the Company’s outstanding notes payable as of December 31, 2022 and 2021:

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As of December 31, 2022				
	Weighted Average Interest Rate	Outstanding	Unamortized Deferred Issuance Costs	Carrying Amount
Term Loan	2.58%	\$ 200,000,000	\$ 290,039	\$ 199,709,961
Revolving Facility	2.19%	—	—	—
Senior Notes	1.85%	1,700,000,000	2,790,999	1,697,209,001
Related Party Note	4.75%	679,585,700	—	679,585,700
Total		<u>\$ 2,579,585,700</u>	<u>\$ 3,081,038</u>	<u>\$ 2,576,504,662</u>

As of December 31, 2021				
	Weighted Average Interest Rate	Outstanding	Unamortized Deferred Issuance Costs	Carrying Amount
Term Loan	0.94%	\$ 200,000,000	\$ 367,785	\$ 199,632,215
Revolving Facility	1.23%	100,000,000	—	100,000,000
Senior Notes	1.85%	1,700,000,000	3,451,774	1,696,548,226
Related Party Note	4.75%	698,144,300	—	698,144,300
Total		<u>\$ 2,698,144,300</u>	<u>\$ 3,819,559</u>	<u>\$ 2,694,324,741</u>

The following table summarizes the principal amounts due under our outstanding notes payable as of December 31, 2022:

Year	Total
2023	\$ 224,459,579
2024	30,401,705
2025	236,394,757
2026	392,433,426
2027	223,522,520
Thereafter	1,472,373,713
Total notes payable outstanding	<u>2,579,585,700</u>
Unamortized deferred issuance costs	3,081,038
Carrying amount of notes payable	<u>\$ 2,576,504,662</u>

**6. Employee Benefit Plans**

The Company has a qualified contributory profit sharing plan covering substantially all employees. The Company matches dollar-for-dollar up to 5% of eligible compensation contributed by each employee. The Company's contributions amounted to approximately \$28,377,000, \$23,867,000, and \$19,559,000 during the years ended December 31, 2022, 2021 and 2020, respectively.

The Company also has a qualified defined benefit pension plan covering substantially all employees. The plan provides a defined benefit based on years of service and highest average compensation during a five-year period. As of December 31, 2022 and 2021, the qualified defined benefit plan had an underfunded balance of approximately \$119,389,000 and \$101,791,000, respectively, reflected within Accrued expenses and obligations on the accompanying consolidated balance sheets. During 2022 and 2021 the Company made total funding payments of approximately \$43,097,000 and \$30,700,000 respectively.

The Company additionally provides an unfunded, nonqualified, deferred compensation plan ("EDC plan") for a select group of employees earning amounts in excess of that allowed for tax-deductible funding under existing Internal Revenue Service regulations. The EDC plan includes a supplemental benefit which is offered to supplement the qualified, defined benefit pension plan. Benefits under this nonqualified arrangement are consistent with those offered under the defined benefit pension plan. The Company recognized compensation expense of approximately

## Chick-fil-A, Inc.

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\$8,676,000, \$10,527,000, and \$6,654,000 for the years ended December 31, 2022, 2021 and 2020, respectively, in connection with the EDC plan. Amounts accrued under the EDC plan totaled approximately \$76,899,000 and \$92,078,000 at December 31, 2022 and 2021, respectively, reflected within Accrued expenses and obligations in the accompanying consolidated balance sheets.

The EDC plan also includes a defined contribution benefit that allows employees the option of making voluntary contributions of between 5% and 15% of their annual salary (in excess of IRS maximum compensation income limits) to the plan to which the Company matches the employees' contributions dollar-for-dollar up to 5%. Contributions made to the plan are invested and administered through a Rabbi Trust. The trust cannot be revoked by the Company; however, the assets are subject to claims of general creditors. Amounts accrued under this plan were approximately \$334,570,000 and \$359,149,000 as of December 31, 2022 and 2021, respectively, and are included in Accrued expenses and obligations in the accompanying consolidated balance sheets. Plan assets invested through the Rabbi Trust consisted primarily of equity (mutual funds) and fixed income securities, materially all of which qualify as Level 1 assets within the fair value hierarchy. All securities invested through the Rabbi Trust are classified as trading securities and have been reflected at their fair market value in Investments on the accompanying consolidated balance sheets as of December 31, 2022 and 2021. (Losses)/income on investments held under the Rabbi Trust were approximately (\$59,660,000), \$46,622,000, and \$33,681,000 for the years ended December 31, 2022, 2021, and 2020, respectively, and are included within Other income on the accompanying consolidated statements of comprehensive earnings.

Certain members of senior management are participants in a supplemental executive retirement plan ("SERP") provided by the Company. Participants vest in the SERP upon remaining in the employ of the Company until the later of attaining age 55 or completion of 20 years of service. Retirement benefits are calculated based upon formulas in each SERP agreement and are in the form of a monthly payment upon retirement and a death benefit payable to a beneficiary designated by each participant. This plan is closed to new entrants. The Company recognized compensation expense of approximately \$1,157,000, \$1,223,000, and \$1,430,000 for the years ended December 31, 2022, 2021 and 2020, respectively, in connection with the SERP. Amounts accrued under the SERP totaled approximately \$18,333,000 and \$23,939,000 at December 31, 2022 and 2021, respectively, and are recorded as salaries, incentives, and deferred compensation within Accrued expenses and obligations in the accompanying consolidated balance sheets.

Additionally, the Company has a postretirement health care plan for eligible employees. Those employees who retire at age 55 and older with 20 years of continuous full-time service or those hired at Director level and above (Senior Director level and above if hired on or after January 1, 2023) who retire with 10 years of continuous full-time service may participate and may cover eligible dependents. There is no premium contributed by the participants. The Company recognized compensation expense of approximately \$34,745,000, \$26,362,000, and \$16,321,000 for the years ended December 31, 2022, 2021 and 2020, respectively, in connection with the postretirement health care plan. Amounts accrued under the postretirement health care plan totaled approximately \$186,662,000 and \$223,665,000 at December 31, 2022 and 2021, respectively, and are included within Accrued expenses and obligations in the accompanying consolidated balance sheets.

In 2022, the Company approved an amendment to enhance the early retirement provision in the qualified defined benefit plan, EDC plan, and postretirement medical plan. Effective January 1, 2023, the enhanced early retirement benefit will provide an unreduced benefit in the qualified defined benefit plan and EDC plan as well as fully paid retiree health premiums to participants

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retiring after reaching age 55 and 20 years of service; this benefit was previously available to those retiring after reaching age 62 and 20 years of service. As a result of the amendment, the Company was required to remeasure plan obligations and expense for the qualified defined benefit plan and EDC plan as of July 2022 and remeasure the plan obligation and expense for the postretirement healthcare plan as of August 2022. The plan amendments resulted in increases of the benefit obligation for the pension plans and postretirement medical plans of approximately \$43,144,000 and \$8,717,000, respectively.

The following table sets forth the plan's funded status and amounts recognized in the Company's consolidated balance sheets at December 31, 2022 and 2021, respectively.

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	Pension Plans		Postretirement Medical Plan	
	2022	2021	2022	2021
<b>Change in benefit obligations</b>				
Benefit obligation at end of prior year	\$ 696,600,637	\$ 582,887,397	\$ 223,665,002	\$ 179,157,913
Service cost	66,571,843	57,418,428	25,825,348	19,594,801
Interest cost	22,412,336	14,423,452	7,063,298	5,068,980
Plan participants' contribution	—	—	107,217	66,742
Actuarial (gain)/loss <sup>(1)</sup>	(245,342,033)	52,596,185	(77,089,973)	21,330,894
Plan amendments / new entrants <sup>(2)</sup>	43,905,923	1,365,990	8,717,090	—
Benefits paid	(17,260,432)	(12,090,815)	(1,713,088)	(1,554,328)
Retiree drug subsidy received	—	—	87,196	—
Benefit obligation at December 31	\$ 566,888,274	\$ 696,600,637	\$ 186,662,090	\$ 223,665,002
<b>Change in plan assets</b>				
Fair value of plan assets at end of prior year	478,792,554	\$ 428,802,728	\$ —	\$ —
Actual return on plan assets	(156,438,537)	28,819,767	—	—
Employer contributions	47,173,054	33,260,874	1,518,675	1,487,586
Plan participants' contributions	—	—	107,217	66,742
Benefits paid	(17,260,432)	(12,090,815)	(1,713,088)	(1,554,328)
Retiree drug subsidy received	—	—	87,196	—
Fair value of plan assets at December 31	352,266,639	478,792,554	—	—
Funded status	\$ (214,621,635)	\$ (217,808,083)	\$ (186,662,090)	\$ (223,665,002)
Accumulated benefit obligation end of year	\$ 408,741,446	\$ 470,577,898	N/A	N/A

(1) The actuarial gain for the year ended December 31, 2022 was primarily due to an increase in the discount rates for all plans from 2021 to 2022. The actuarial loss for the year ended December 31, 2021 was primarily due to changes in assumptions related to employee salaries and termination rates, offset by an increase in the discount rate from 2020 to 2021.

(2) Plan amendment/new entrants amounts for the year ended December 31, 2022 primarily relate to the plan amendment discussed in the section above.

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	Pension Plans			Postretirement Medical Plan		
	2022	2021	2020	2022	2021	2020
<b>Amounts recognized in accumulated other comprehensive loss consists of</b>						
Prior service (credit)/cost	\$ 41,529,646	\$ (1,343,261)	\$ (2,842,660)	\$ 9,792,488	\$ 1,448,209	\$ 1,660,661
Net actuarial loss/(gain)	223,577,473	293,981,972	255,356,214	(11,425,348)	67,139,680	47,294,618
Total (before tax effect)	<u>\$ 265,107,119</u>	<u>\$ 292,638,711</u>	<u>\$ 252,513,554</u>	<u>\$ (1,632,860)</u>	<u>\$ 68,587,889</u>	<u>\$ 48,955,279</u>
<b>Components of net periodic benefit cost</b>						
Service cost	\$ 66,571,843	\$ 57,418,428	\$ 30,988,448	\$ 25,825,348	\$ 19,594,801	\$ 13,059,306
Interest cost	22,412,336	14,423,452	11,472,996	7,063,298	5,068,980	4,392,451
Expected return on plan assets	(30,618,807)	(30,055,601)	(23,342,364)	—	—	—
Amortization of prior service cost/(credit)	1,033,016	(133,409)	(140,881)	372,811	212,452	212,452
Amortization of net actuarial loss	12,119,810	15,206,261	6,690,255	1,475,055	1,485,832	34,115
Net periodic benefit cost	<u>\$ 71,518,198</u>	<u>\$ 56,859,131</u>	<u>\$ 25,668,454</u>	<u>\$ 34,736,512</u>	<u>\$ 26,362,065</u>	<u>\$ 17,698,324</u>



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**Plan Assets**

Plan assets are invested using a total rate of return approach to preserve asset values, diversify risk and achieve the expected long-term rate of return. The Company's expected long-term rate of return on plan assets assumption of 7.0% for each of the fiscal years presented in these financial statements was determined using a weighted average approach considering the mix of plan assets at the determination date and long-term forward-looking expected returns for each asset category. Plan assets allocated by asset category approximate target allocations, and consist of equity securities (41.2%), fixed income securities (42.7%), cash and cash equivalents (12.0%), alternative investments and derivative instruments (3.8%) and private equity (0.3%) as of December 31, 2022.

The following tables set forth by level, within the fair value hierarchy, the fair values of the investments as of December 31, 2022 and 2021. Certain investments do not have readily determinable fair values and as such, have been measured using NAV as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Such investments have not been categorized in the fair value hierarchy but have been provided in the following tables to provide a reconciliation of the fair value hierarchy to the total value of plan assets.

<b>Assets at Fair Values as of December 31, 2022</b>					
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>NAV as a Practical Expedient</b>	<b>Total</b>
Cash and cash equivalents	\$ 9,506,491	\$ —	\$ —	\$ 32,696,259	\$ 42,202,750
Equity securities	—	98,122,578	—	47,094,193	145,216,771
Fixed income securities	45,969,022	35,778,052	—	68,516,476	150,263,550
Alternative investments and derivative instruments	—	—	—	13,651,752	13,651,752
Private equity	—	—	—	931,816	931,816
Total assets at fair value	<u>\$ 55,475,513</u>	<u>\$ 133,900,630</u>	<u>\$ —</u>	<u>\$ 162,890,496</u>	<u>\$ 352,266,639</u>

<b>Assets at Fair Values as of December 31, 2021</b>					
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>NAV as a Practical Expedient</b>	<b>Total</b>
Cash and cash equivalents	\$ 5,531,992	\$ —	\$ —	\$ 18,996,380	\$ 24,528,372
Equity securities	—	145,233,551	—	62,714,802	207,948,353
Fixed income securities	45,018,330	46,181,675	—	130,138,626	221,338,631
Alternative investments and derivative instruments	—	—	—	24,061,010	24,061,010
Private equity	—	—	—	916,188	916,188
Total assets at fair value	<u>\$ 50,550,322</u>	<u>\$ 191,415,226</u>	<u>\$ —</u>	<u>\$ 236,827,006</u>	<u>\$ 478,792,554</u>

Fair market values of plan assets are determined based on the nature of the asset category.

Level 1 Inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 Observable inputs, the value of the fund(s) is the sum of the private investment funds held in the fund.



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Level 3 Unobservable inputs, the fund is a limited partnership that invests in private equity funds, real estate and other limited partnerships. Valuation may be subject to estimates.

Investments in investment companies are valued at fair value. Fair values are determined utilizing the NAV supplied by, or on behalf of, management of each investment company, which is in accordance with the practical expedient as defined by ASC 820. NAVs received by, or on behalf of, management of each investment company are based on the fair value of the investment company's underlying investments in accordance with policies established by management of each investment company, as described in each of their financial statements and offering memorandum. The redemption period for each class of investments measured using NAV as a practical expedient generally requires between zero- and five-days' notice.

The plan's objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:

	<u>Minimum</u>	<u>Maximum</u>
Public equity	22.5%	59.5%
Long duration fixed income	30.0%	50.0%
Non-core fixed income	2.5%	28.0%
Real assets	0.0%	14.0%
Alternative risk premia	0.0%	7.0%
Tactical tilts	0.0%	7.0%
Cash	0.0%	21.0%

**Contributions**

The Company expects to contribute approximately \$31,360,000 to the qualified plan during fiscal year 2023.

**Benefits**

The Company's expected future benefit payments are as follows:

<u>Years Ending</u>	<u>Pension Plans</u>	<u>Postretirement Medical</u>	
		<u>Payments</u>	<u>Medicare Subsidy</u>
2023	24,687,253	2,619,874	96,970
2024	26,797,036	2,975,013	109,386
2025	30,115,883	3,300,409	127,388
2026	33,827,470	3,720,833	147,359
2027	35,963,498	4,128,959	172,058
2028-2032	240,893,476	28,631,115	1,265,315

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**7. Income Taxes**

The components of federal, state and foreign income tax expense (benefit) are:

	<b>2022</b>		
	<b>Current</b>	<b>Deferred</b>	<b>Total</b>
Federal	\$ 221,454,900	\$ 40,564,500	\$ 262,019,400
State	61,395,434	25,919,000	87,314,434
Foreign	327,878	—	327,878
	<u>\$ 283,178,212</u>	<u>\$ 66,483,500</u>	<u>\$ 349,661,712</u>

	<b>2021</b>		
	<b>Current</b>	<b>Deferred</b>	<b>Total</b>
Federal	\$ 309,868,230	\$ 22,194,632	\$ 332,062,862
State	65,310,232	(4,214,325)	61,095,907
Foreign	66,339	—	66,339
	<u>\$ 375,244,801</u>	<u>\$ 17,980,307</u>	<u>\$ 393,225,108</u>

	<b>2020</b>		
	<b>Current</b>	<b>Deferred</b>	<b>Total</b>
Federal	\$ 144,332,091	\$ 82,709,110	\$ 227,041,201
State	37,520,917	2,605,039	40,125,956
Foreign	42,732	—	42,732
	<u>\$ 181,895,740</u>	<u>\$ 85,314,149</u>	<u>\$ 267,209,889</u>

Income tax expense differs from the amount computed by applying the federal statutory rate of 21% to earnings before income taxes due to the following: (1) state income taxes, (2) state tax credits and (3) permanent differences, consisting primarily of nondeductible meals and entertainment and nondeductible officer's life insurance.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities presented in the consolidated financial statements and the amounts used for income tax purposes. Deferred tax assets aggregated \$1,374,238,000 and \$1,236,363,000 and deferred tax liabilities aggregated \$1,754,152,000 and \$1,510,689,100 at December 31, 2022 and 2021, respectively. For the year ended December 31, 2022, the principal components of deferred tax assets include differences between federal and state basis of property, plant and equipment, advance payments, and certain accruals related to deferred compensation, postretirement health benefits, and leases. The principal components of deferred tax liabilities are related to property, plant and equipment, leases, and accrued pension benefits.

No valuation allowance was recorded against the Company's U.S. federal and state deferred tax assets at December 31, 2022 or 2021. The Company's management believes it is more likely than not that the existing U.S. federal and state gross deferred tax assets will reverse during periods in which the deferred tax liabilities reverse or in which the Company generates net taxable income.

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The Company had foreign deferred tax assets of \$3,902,000 and \$2,695,000 at December 31, 2022 and 2021, respectively, which consist primarily of net operating loss carryforwards. At December 31, 2022 and 2021, a full valuation allowance was recorded against our foreign deferred tax assets. The Company's management has considered all available positive and negative evidence to determine whether it will generate sufficient future taxable income to utilize the foreign deferred tax assets. A significant piece of objective negative evidence evaluated were the losses incurred from 2019 to 2022. Such objective evidence limits the ability to consider other subjective evidence, such as projections of future foreign taxable income. If or when recognized, the tax benefits related to any reversal of the valuation allowance against these foreign deferred tax assets will be accounted for as a reduction of income tax expense in the period such reversal occurs.

The Company notes that it currently does not have undistributed earnings due to losses in its foreign jurisdictions.

The Company had accrued interest related to unrecognized tax benefits of \$2,889,000 and \$1,856,000 recorded on our consolidated balance sheets as of December 31, 2022 and 2021, respectively, of which \$1,033,000 and \$205,000 was recognized in the consolidated statements of comprehensive earnings as Income tax expense, respectively. The Company's policy is to record potential penalties and interest related to unrecognized tax benefits as income tax expense in the accompanying financial statements.

The Company files federal, state, and foreign income tax returns in jurisdictions with varying statutes of limitations. As of December 31, 2022, the 2019 through 2022 tax years generally remain subject to examination by federal and most state tax authorities.

The Company does not expect any significant change in unrecognized tax benefits during the next twelve months.

**8. Other Comprehensive Earnings (Loss) and Accumulated Other Comprehensive Earnings (Loss)**

The income tax benefit (expense) allocated to each component of other comprehensive earnings (loss) is:

	<b>2022</b>		
	<b>Before-Tax Earnings (Loss)</b>	<b>Tax Benefit (Expense)</b>	<b>Net-of-Tax Earnings (Loss)</b>
Pension plans	\$ 27,531,592	\$ (6,499,095)	\$ 21,032,497
Postretirement medical plan	70,220,749	(17,050,741)	53,170,008
Foreign currency translation	(2,386,969)	580,793	(1,806,176)
Derivative financial instruments	12,044,348	(2,926,957)	9,117,391
Other comprehensive earnings (loss)	<u>\$ 107,409,720</u>	<u>\$ (25,896,000)</u>	<u>\$ 81,513,720</u>

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	<b>2021</b>		
	<b>Before-Tax Earnings (Loss)</b>	<b>Tax Benefit (Expense)</b>	<b>Net-of-Tax Earnings (Loss)</b>
Pension plans	\$ (40,125,157)	\$ 9,414,120	\$ (30,711,037)
Postretirement medical plan	(19,632,610)	4,703,156	(14,929,454)
Foreign currency translation	(12,534)	(2,275)	(14,809)
Derivative financial instruments	6,322,420	(1,554,001)	4,768,419
Other comprehensive earnings (loss)	<u>\$ (53,447,881)</u>	<u>\$ 12,561,000</u>	<u>\$ (40,886,881)</u>

  

	<b>2020</b>		
	<b>Before-Tax Earnings (Loss)</b>	<b>Tax Benefit (Expense)</b>	<b>Net-of-Tax Earnings (Loss)</b>
Pension plans	\$ (133,340,764)	\$ 33,192,000	\$ (100,148,764)
Postretirement medical plan	(29,791,901)	7,376,000	(22,415,901)
Foreign currency translation	556,701	(131,000)	425,701
Derivative financial instruments	(6,314,104)	1,587,000	(4,727,104)
Other comprehensive earnings (loss)	<u>\$ (168,890,068)</u>	<u>\$ 42,024,000</u>	<u>\$ (126,866,068)</u>

The accumulated balances for each component of other comprehensive earnings (loss), net-of-tax are presented below:

	<b>Pension Plans</b>	<b>Post- retirement Medical Plan</b>	<b>Foreign Currency Translation</b>	<b>Change in Fair Value of Derivative Financial Instruments</b>	<b>Accumulated Other Comprehensive (Loss) Earnings</b>
Balance at January 1, 2020	\$ (90,726,790)	\$ (14,588,378)	\$ 75,363	\$ (6,453,390)	\$ (111,693,195)
Change during period	(105,065,598)	(22,601,422)	425,701	(5,714,067)	(132,955,386)
Reclassification to net earnings	4,916,834	185,521	—	986,963	6,089,318
Balance at December 31, 2020	<u>\$ (190,875,554)</u>	<u>\$ (37,004,279)</u>	<u>\$ 501,064</u>	<u>\$ (11,180,494)</u>	<u>\$ (238,559,263)</u>
Change during period	(42,153,797)	(16,220,900)	(14,809)	2,633,315	(55,756,191)
Reclassification to net earnings	11,442,760	1,291,446	—	2,135,104	14,869,310
Balance at December 31, 2021	<u>\$ (221,586,591)</u>	<u>\$ (51,933,733)</u>	<u>\$ 486,255</u>	<u>\$ (6,412,075)</u>	<u>\$ (279,446,144)</u>
Change during period	9,350,847	51,770,834	(1,806,176)	7,228,234	66,543,739
Reclassification to net earnings	11,681,650	1,399,174	—	1,889,157	14,969,981
Balance at December 31, 2022	<u>\$ (200,554,094)</u>	<u>\$ 1,236,275</u>	<u>\$ (1,319,921)</u>	<u>\$ 2,705,316</u>	<u>\$ (197,932,424)</u>

**9. Related-Party Transactions**

The Company provides accounting, tax, consulting, and other related services to certain of our related-party affiliates. We are reimbursed for all payroll and other operating costs associated with the performance of such services through the payment of an administration fee. This administration fee is recognized when earned and is recorded in Other income within the

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2022, 2021, and 2020

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accompanying consolidated statements of comprehensive earnings. In total, amounts earned related to the performance of the agreed upon services were approximately \$5,629,000, \$5,644,000, and \$5,692,000 for the years ended December 31, 2022, 2021, and 2020, respectively.

One of the Company's principal shareholders owns a substantial interest in a company which sold fixtures to the Company aggregating approximately \$23,092,000, \$20,097,000, and \$15,621,000, during the years ended December 31, 2022, 2021 and 2020, respectively.

#### 10. Leases

The Company is the lessee in a significant real estate portfolio related to our free-standing and mall restaurant locations. The Company's leases are structured either as ground leases, where we lease the land and subsequently construct the restaurant, or as space leases, where we lease the land along with the respective building space. Our restaurant real estate leases, exclusive of traditional mall leases, are generally long-term in nature, with non-cancellable, base lease terms ranging between 10 and 20 years and typically provide for periodic rent escalations and optional renewal periods. Rent escalations vary between leases but commonly occur every five years at an escalation rate between 10% and 12%. Lease renewal options are generally exercisable at the Company's sole discretion and are typically structured to occur in multiple five-year increments.

The Company's traditional mall leases generally have shorter lease terms, usually less than ten years, and typically do not contain as many optional renewal periods as the Company's free standing restaurant leases. In addition to fixed minimum monthly lease payments, some of the Company's leases, primarily those in our traditional mall spaces, provide for contingent rentals that are calculated based on certain achieved restaurant sales thresholds. Due to the variable nature of these payments, they are typically not included in the measurement of the lease asset and liability and are included as a component of variable lease expense.

The Company leases or subleases each franchised restaurant location to restaurant franchisees under month-to-month lease agreements. Under the Company's domestic franchisee lease agreements, rent paid by franchisees to the Company for the use of real estate is subject to a maximum of 6% of restaurant sales. The Company also leases or subleases equipment to restaurant franchisees under month-to-month lease agreements. Equipment rental charges are determined based upon the restaurant concept type and are charged to franchisees monthly. The Company recognizes rental and subrental income within Rental income on the accompanying statements of comprehensive earnings. In accordance with ASC 842, the Company reports right-of-use assets subject to sublease to restaurant franchisees separately from other right-of-use assets on our accompanying consolidated balances sheets.

In addition to the Company's restaurant real estate lease portfolio, we additionally lease real estate for certain of our corporate office locations, distribution and manufacturing facilities related to our restaurant distribution and lemon juicing production operations, as well as certain restaurant and corporate office equipment. Our real estate leases for corporate office locations, distribution and manufacturing facilities are generally long-term in nature, with non-cancellable, base lease terms ranging between 10 and 20 years and typically provide for optional renewal periods.

The following table summarizes the components of the Company's lease cost:

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
**December 31, 2022, 2021, and 2020**

	Classification	Year ended December 31, 2022	Year ended December 31, 2021
Finance lease cost:			
Amortization of finance lease assets	Depreciation and amortization	\$ 55,990,878	\$ 40,073,760
Interest on finance lease liabilities	Interest	34,022,600	22,195,065
Operating lease cost	Selling, general and administrative expenses	205,915,635	206,467,686
Short-term lease cost	Selling, general and administrative expenses	14,890,778	11,158,073
Variable lease cost	Selling, general and administrative expenses	74,662,783	61,517,744
Sublease income	Rental income	(294,778,967)	(258,069,827)
Total lease cost		<u>\$ 90,703,707</u>	<u>\$ 83,342,501</u>

The following table includes supplemental information regarding the Company's operating and finance leases:

	Year ended December 31, 2022	Year ended December 31, 2021
Operating leases:		
Cash paid related to operating lease liabilities	\$ 184,141,455	\$ 178,548,755
Lease liabilities arising from obtaining right-of-use assets <sup>(1)</sup>	\$ 87,257,191	\$ 2,879,127,909
Weighted-average discount rate	3.07%	2.96%
Weighted-average remaining lease term (years)	20.2	21.0
Finance leases:		
Cash paid related to finance lease liabilities	\$ 56,290,857	\$ 39,802,133
Lease liabilities arising from obtaining right-of-use assets <sup>(1)</sup>	\$ 317,423,823	\$ 868,123,502
Weighted-average discount rate	3.60%	3.06%
Weighted-average remaining lease term (years)	19.6	20.7

(1) The balances for the year ended December 31, 2021 includes the initial impact of ASC 842 adoption. Refer to Note 1, Summary of Significant Accounting Policies for additional information.

The Company has also entered into sale and leaseback transactions for certain of our real estate assets where we are not permitted to recognize a sale due to our continued control of the leased real estate following sale. For each of these transactions, the Company does not derecognize the underlying real estate asset and recognizes a financing obligation liability equal to the proceeds from sale less selling costs. The Company subsequently classifies and measures the asset consistent with our policy for our other owned assets. The recorded financing obligation is amortized using the effective interest method, with future lease payments allocated between interest expense and reduction of the recorded financing obligation. As of December 31, 2022 and 2021, the Company has liabilities related to failed sale-leaseback transactions of approximately

**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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\$14,912,000 and \$13,025,000, respectively, which is recorded within Financing obligations on the accompanying consolidated balance sheets.

Future maturities for the Company's commenced operating and finance leases are as follows:

	<b>Operating Leases<sup>(1)</sup></b>	<b>Finance Leases<sup>(2)</sup></b>
<b>Years Ending December 31,</b>		
2023	\$ 181,854,204	\$ 76,927,238
2024	182,664,547	75,882,393
2025	181,423,598	76,486,728
2026	180,446,581	77,743,494
2027	179,387,868	79,715,755
2028 and thereafter	<u>2,831,760,623</u>	<u>1,297,700,742</u>
Total lease payments	3,737,537,421	1,684,456,350
Less: Amounts representing interest	<u>1,010,274,145</u>	<u>497,057,175</u>
Present value of lease liabilities	<u>\$ 2,727,263,276</u>	<u>\$1,187,399,175</u>

(1) Operating lease payments include \$2,051,403,283 related to options to extend lease terms that are reasonably certain of being exercised.

(2) Finance lease payments include \$460,165,135 related to options to extend lease terms that are reasonably certain of being exercised.

*Previous Lease Guidance Disclosures*

Total rent expense for operating leases under previous lease guidance, including both minimum lease payments and contingent rentals, was approximately \$251,438,000 for the year ended December 31, 2020, and is recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings.

**11. Equity Method Investments**

The Company accounts for our equity investments where we own a non-controlling interest, but exercise significant influence, under the equity method of accounting. Under the equity method of accounting, our original cost of the investment is adjusted for our share of equity in the earnings (loss) of the equity investee and reduced by dividends and distributions of capital received.

In January 2018, the Company executed a subscription agreement with Westside Future Fund, Inc. whereby the Company subscribed for a limited liability company interest in WFF Real Estate Investment Fund, LLC, a Georgia limited liability company ("WFF"). WFF is a social impact fund organized in 2017 and is intended to make investments in real estate projects with the purpose of revitalizing target neighborhoods in Atlanta, GA. The Company holds an 16.67% equity interest in WFF. For the years ended December 31, 2022, 2021, and 2020, the Company made capital investments totaling \$6,000,000, \$0, and \$2,000,000 respectively. For the years ended December 31, 2022, 2021, and 2020, the Company has recorded losses of approximately \$126,000, \$76,000, and \$168,000 respectively, which is reported within Other income on the accompanying consolidated statements of comprehensive earnings. As of December 31, 2022 and 2021, the carrying amount of the Company's investment in WFF is approximately \$12,191,000 and \$6,317,000, respectively, which is reported within Investments in the accompanying consolidated balance sheets.

# Chick-fil-A, Inc.

## Notes to Consolidated Financial Statements

### December 31, 2022, 2021, and 2020

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#### 12. Health Insurance

Through the period ending December 31, 2021, the Company participated in a health insurance trust along with certain affiliated entities to fund medical, dental, vision and other related insurance benefits to certain eligible employees. The Company's restaurant franchisees historically participated in the trust but terminated their participation effective December 31, 2020. Premiums were paid to the health insurance trust by participating entities on behalf of their enrolled employees. Premiums paid to the health insurance trust by the Company totaled approximately \$54,385,000 and \$47,031,000 during 2021 and 2020, respectively, with such amounts recorded within Selling, general and administrative expenses on the consolidated statements of comprehensive earnings for all periods presented. These premiums accounted for approximately 85% and 32% of the total amount paid to the health insurance trust by all participating entities during 2021 and 2020, respectively.

Premiums paid by the Company to the trust were paid directly by the trust to the health insurance providers who funded the full cost of all reported health insurance claims as losses become due and payable. As a result, the Company was liable only for our monthly premium payments to the trust and did not accrue for incurred but unreported insurance claims.

Effective December 31, 2021, the health insurance trust was dissolved and all remaining funds were disbursed to the respective insurance providers. For the year ended December 31, 2022, the Company participated in a single employer health insurance plan and paid health insurance premiums directly to our health insurance provider who funded the full cost of all reported health insurance claims as losses become due and payable. The Company paid health insurance premiums of approximately \$72,572,000 for the year ending December 31, 2022 with such amounts recorded within Selling, general and administrative expenses on the consolidated statements of comprehensive earnings.

Beginning January 1, 2023, the Company is primarily self-insured for our employee health insurance. The Company contracts with a third-party administrator to supervise and administer the program.

#### 13. Letters of Credit

The Company has established various letters of credit. Such letters of credit totaled approximately \$9,096,000, \$19,262,000, and \$26,693,000 at December 31, 2022, 2021 and 2020, respectively.

#### 14. Commitments and Contingencies

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

##### *Broiler Chicken Antitrust Litigation*

In December 2020, the Company filed a lawsuit in the United States District Court for the Northern District of Illinois against several chicken producers, including our suppliers, alleging a conspiracy among defendants to fix, raise, maintain, and stabilize the price of broiler chickens in violation of federal antitrust laws. In 2022, the Company finalized settlement agreements with two poultry suppliers, which resulted in the Company receiving settlement payments in exchange for dismissing with prejudice our claims against the respective suppliers. The case, *In re Broiler*



**Chick-fil-A, Inc.**  
**Notes to Consolidated Financial Statements**  
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*Chicken Antitrust Litigation*, No. 1:16-cv-08637, remains pending as of the date of these financial statements. The Company may enter into additional settlement agreements with other poultry suppliers in the future as a part of our ongoing proceedings with respect to this case.

The Company has committed a total capital subscription of \$20,000,000 in exchange for our limited liability interest in WFF. The amount and timing of the Company's required capital contributions is at the direction of WFF; however no more than 50% of the Company's total capital subscription will be required to be paid in any twelve-month period. As of December 31, 2022, the Company has outstanding, unpaid capital subscriptions totaling \$7,000,000.

In November 2020 the Company executed a subscription agreement with Engage Venture Fund II, LP ("Engage II"), a Delaware limited partnership, whereby the Company subscribed to a limited partnership interest. Engage II was formed to promote innovation through connections between startups, corporations, university researchers, and the venture community. The Company has committed a total capital subscription of \$3,000,000 to be paid in installments over the next five years.

**15. Subsequent Events**

In accordance with ASC 855, *Subsequent Events*, the Company evaluated the impact of subsequent events on the financial statements as of March 24, 2023, the report issuance date. No material subsequent events were noted through this date that would materially affect the consolidated financial statements or require additional disclosure.

**EXHIBIT “D”**

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# License Restaurant Playbook

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**EXHIBIT "E"**

**LIST OF LICENSED UNITS, OPERATOR RESTAURANTS  
AND CHICK-FIL-A OPERATED RESTAURANTS**

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AL	Auburn University	255 Heisman Dr	Stdent Center	Auburn	36849	334/844-1284	LIC-Aramark College/University
AL	Auburn University - ARENA Concessions	250 Beard-Eves Ct	Aurburn Arena	Auburn	36849	334/844-8815	LIC-Aramark College/University
AL	Auburn University - Village Dining	230 Beard-Eaves Ct	The Village View Dining Fa	Auburn	36849	334/844-1284	LIC-Aramark College/University
AL	Alabama Power	600 18th St N		Birmingham	35203	205/257-1688	LIC-Aramark Business/Industry
AL	Birmingham-Shuttlesworth International Airpo	5900 Messer Airport Hwy	Suite #0034	Birmingham	35212	205/592-4362	LIC-HMSHost
AL	Samford University	800 Lakeshore Dr		Birmingham	35229	205/726-2637	LIC-Sodexo College
AL	University of Alabama Birmingham Hospital	625 19th St S	Jefferson Tower	Birmingham	35233	205/502-7005	LIC-Thompson Hosp
AL	University of North Alabama	1 Harrison Plz	Student Commons Building	Florence	35632	256/765-5667	LIC-Chartwells
AL	University of Alabama - Huntsville	507 John Wright Dr		Huntsville	35899	256/824-5124	LIC-Sodexo College
AL	Jacksonville State University	700 Pelham Rd N		Jacksonville	36265	256/782-5554	LIC-Sodexo College
AL	University of South Alabama	350 Campus Dr	Student Center	Mobile	36688	251/460-6296	LIC-Aramark College/University
AL	Alabama State University	1055 Tullibody Dr	John Garrick Hardy Studen	Montgomery	36104	334/497-0292	LIC-Aramark College/University
AL	Troy University	214 Adams Ctr		Troy	36082	334/670-5858	LIC-Sodexo College
AL	University of Alabama	Bama Dining Services	Ferguson Center	Tuscaloosa	35487	205/348-6816	LIC-Aramark College/University
AL	University of Alabama-Lloyd Hall	503 6th Ave	Lloyd Hall	Tuscaloosa	35404	205/348-6429	LIC-Aramark College/University
AR	Henderson State University	1100 Henderson St	Garrison Activity Conferenc	Arkadelphia	71999	0001	LIC-Sodexo College
AR	Ouachita Baptist University	410 Ouachita St		Arkadelphia	71998	870/245-5534	LIC-Sodexo College
AR	Wal-Mart Headquarters	805 Moberly Ln	David Glass Building	Bentonville	72716	870/550-5115	LIC-Eurest
AR	University of Central Arkansas	201 Donaghey Ave	Student Center	Conway	72035	501/450-5980	LIC-Aramark College/University
AR	University of Arkansas-Fayetteville	435 N Garland Ave Ste 209		Fayetteville	72701	479/575-5043	LIC-Chartwells
AR	University of Arkansas-Fort Smith	5210 Grand Ave	Smith-Pendergraft Campus	Fort Smith	72904	7362	LIC-Aramark College/University
AR	Arkansas State University	105 North Caraway	Student Center	Jonesboro	72401	870/680-4078	LIC-Sodexo College
AR	Clinton National Airport	1 Airport Rd		Little Rock	72202	501/330-7251	LIC-HMSHost
AR	Southern Arkansas University	100 E University	Bruce Center	Magnolia	71753	870/235-4352	LIC-Aramark College/University
AR	University of Arkansas - Monticello	350 University Drive	Student Success Center	Monticello	71656	870/460-1900	LIC-Aramark College/University
AR	University of Arkansas - Pine Bluff	1301 L A Prexy Davis Dr		Pine Bluff	71601	870/575-8953	LIC-Aramark College/University
AR	Harding University	2700 Harding University		Searcy	72149	501/279-4202	LIC-Chartwells
AZ	Northern Arizona University	Nau Dining	P.O. Box 5736	Flagstaff	86011	928/523-8675	LIC-Sodexo College
AZ	Arizona State University - West Campus	4701 W Thunderbird Rd	Poly-West Campus	Glendale	85306	602/543-3363	LIC-Aramark College/University
AZ	Arizona State University - Downtown	120 E Taylor St		Phoenix	85004	602/496-6715	LIC-Aramark College/University

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AZ	Grand Canyon University	3300 W Camelback Rd	Thunder Alley	Phoenix	85017	602/639-6871	LIC-Sodexo College
AZ	Grand Canyon University - Diamondback Apartments	2945 W Colter St	Diamondback Apartments	Phoenix	85017	602/639-6871	LIC-Sodexo College
AZ	Arizona State University	1290 S Normal Ave	Memorial Union Building	Tempe	85281	480/965-2052	LIC-Aramark College/University
AZ	University of Arizona-SUMC	1303 E University Blvd	Suite 149	Tucson	85719	520/626-0020	LIC-Self Operated College
CA	Los Angeles International Airport	1 World Way	Terminal 1	Los Angeles	90045	310/343-8309	LIC-SSP America
CA	California Baptist University	8432 Magnolia Ave		Riverside	92504	951/552-8079	LIC-Preferred Hosp
CA	San Jose International Airport - Terminal B	1701 Airport Blvd	Terminal B	San Jose	95110	408/652-7404	LIC-HMSHost
CA	California Polytechnic State University	1 Grand Ave	The Avenue Building 19	San Luis Obispo	93407	805/756-5952	LIC-Self Operated College
CO	Denver International Airport	8500 Pena Blvd		Denver	80249	303/342-6646	LIC-Skyport Hospitality
CO	Colorado Mesa University	1455 N 12th St	University Center	Grand Junction	81501	970/248-1742	LIC-Sodexo College
CT	Mohegan Sun Resort	1 Mohegan Sun Blvd	Earth Concourse	Uncasville	06382	570/591-1910	LIC-Metz
DC	Catholic University	620 Michigan Ave NE		Washington	20064	202/319-6874	LIC-Chartwells
DC	Georgetown University	3800 Reservoir Rd NW	Hoya Commons Food Court	Washington	20007	202/643-2739	LIC-Aramark College/University
DC	Ronald Reagan Washington National Airport	1 Aviation Cir		Washington	20001	703/418-1500	LIC-Hojeij
DC	Union Station	50 Massachusetts Ave NE		Washington	20002	202/838-0205	LIC-Thompson Hosp
DE	Delaware State University	1200 N Dupont Hwy	MLK Jr. Student Center	Dover	19901	302/857-7209	LIC-Sodexo College
DE	University of Delaware	17 W Main St	Trabant University Center	Newark	19716	302/831-0510	LIC-Aramark College/University
FL	Florida Atlantic University	777 Glades Rd		Boca Raton	33431	561/297-4727	LIC-Chartwells
FL	Embry Riddle Aeronautical University	1 Aerospace Blvd		Daytona Beach	32114	386/226-7351	LIC-Sodexo College
FL	Florida Gulf Coast University	10501 Fgcu Blvd S	Student Union Building	Fort Myers	33965	239/590-1293	LIC-Chartwells
FL	Shands Hospital (Sun Terrace)-Gainesville	114 Recreational Dining Ctr	Gator Dining Service	Gainesville	32611	352/392-1021	LIC-Aramark Hospital
FL	University of Florida	114 Recreational Dining Ctr	Gator Dining Service	Gainesville	32611	352/392-9411	LIC-Aramark College/University
FL	University of Florida-Broward Complex	60 Inner Rd	Broward Dining Complex	Gainesville	32611-0001		LIC-Aramark College/University
FL	Jacksonville University	2800 University Blvd N	Davis Student Commons	Jacksonville	32211-3321		LIC-Aramark College/University
FL	University of North Florida	1 U N F Dr		Jacksonville	32224-7699		LIC-Chartwells
FL	Southeastern University	1000 Longfellow Blvd	Pansler Alumni Student Center	Lakeland	33801-6034		LIC-Chartwells
FL	Florida International University	885 SW 109th Ave	PG-5/Retail	Miami	33199	305/348-7797	LIC-Chartwells
FL	Miami Central	550 NW 1st Ave Ste 100	Suite 100	Miami	33136	786/359-4813	LIC-Phillips Con
FL	Florida Int'l University - Biscayne Bay Campus	3000 NE 151st St	Wolfe Center	North Miami	33181	305/919-5322	LIC-Chartwells
FL	Orlando International Airport	9333 Airport Blvd		Orlando	32827	407/619-3503	LIC-HMSHost

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
FL	University of Central Florida	4000 Central Florida Blvd	SRC109	Orlando	32816	407/823-2238	LIC-Aramark College/University
FL	University of Central Florida - RWC	12820 Gemini Blvd	Campus Recreation and W	Orlando	32815		LIC-Aramark College/University
FL	Pensacola Christian College	250 Brent Ln		Pensacola	32503	850/478-8496	LIC-Self Operated College
FL	Pensacola International Airport	2430 Airport Blvd		Pensacola	32504	850/434-6033	LIC-OHM
FL	University of West Florida	1100 University Pkwy	Argo Gallery	Pensacola	32514	850/857-6260	LIC-Aramark College/University
FL	Flagler College	50 Sevilla St	Ringhaver Student Center	Saint Augustine	32084	904/829-5861	LIC-Aramark College/University
FL	Florida A&M University	1510 Wahnish Way	Rattlers' Nest	Tallahassee	32307-3100		LIC-Metz
FL	Florida State University	127 Honors Way	Johnson Annex Building	Tallahassee	32306-0001		LIC-Aramark College/University
FL	Tampa International Airport-Airside A	4100 George J Bean Pkwy	Airside A	Tampa	33607	813/387-9845	LIC-Hojeij
FL	Tampa International Airport-Main Terminal	4100 George J Bean Pkwy	Main Terminal	Tampa	33607	813/387-9866	LIC-Delaware North
FL	University of South Florida	4202 E Fowler Ave	CTR 152	Tampa	33620	813/974-0917	LIC-Aramark College/University
FL	University of Tampa	401 W Kennedy Blvd		Tampa	33606	813/258-7257	LIC-Sodexo College
FL	Palm Beach Atlantic University	1100 N Dixie Hwy		West Palm Beach	33401	561/803-2348	LIC-Aramark College/University
GA	Albany State University	504 College Dr	Student Center	Albany	31705	229/430-4747	LIC-Aladdin Food Mgmt
GA	Georgia Southwestern State University	800 Gsw State University Dr	Canes Den Student Center	Americus	31709	229/931-2500	LIC-Aladdin Food Mgmt
GA	University of Georgia	45 Baxter St		Athens	30602	706/542-1256	LIC-Self Operated College
GA	Delta Air Lines Headquarters	1030 Delta Blvd		Atlanta	30354	1989	LIC-Sodexo Business
GA	Georgia State University	66 Courtland Street		Atlanta	30303	404/413-9634	LIC-Self Operated College
GA	Grady Memorial Hospital	80 Jesse Hill Jr Dr Se		Atlanta	30303	3031	LIC-Sodexo Hospital
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc	6000 N Terminal Pkwy	Concourse A	Atlanta	30320	404/762-2510	LIC-Hojeij
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc	7700 Spine Rd		Atlanta	30320	404/761-4213	LIC-HMSHost
GA	University Hospital-Augusta	1350 Walton Way		Augusta	30901	706/774-2209	LIC-Morrison's
GA	University of West Georgia	Campus Dining		Carrollton	30118	678/839-1389	LIC-Self Operated College
GA	Columbus State University	4225 University Ave	Davidson Student Center	Columbus	31907	706/507-8373	LIC-Aramark College/University
GA	Fort Valley State University	1005 State University Dr	Student Center	Fort Valley	31030	478/825-5269	LIC-Sodexo College
GA	Northeast Georgia Medical Center	743 Spring St NE		Gainesville	30501	770/219-2046	LIC-Unidine
GA	Kennesaw State University	395 Cobb Ave NW		Kennesaw	30144	770/423-6611	LIC-Self Operated College
GA	Georgia Gwinnett College	1000 University Center Ln	Building-A Food Court	Lawrenceville	30043	678/407-5090	LIC-Aramark College/University
GA	Mercer University	1400 Coleman Ave		Macon	31207	478/301-2925	LIC-Aramark College/University
GA	Kennesaw State University - Marietta	1100 S Marietta Pkwy SE		Marietta	30060	2855	LIC-Self Operated College

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
GA	Georgia College and State University	231 W Hancock St	MSU Bldg.	Milledgeville	31061	478/452-2409	LIC-Sodexo College
GA	Berry College	2277 Martha Berry Hwy NW	Krannert Student Center	Mount Berry	30149	706/368-6968	LIC-Aramark College/University
GA	Georgia Southern University - Armstrong Campus	11935 Abercorn St	MCC Student Union	Savannah	31419	912/344-3246	LIC-Self Operated College
GA	Savannah State University	3219 College St		Savannah	31404	5254	LIC-Aladdin Food Mgmt
GA	Georgia Southern University	8107 Russell Un		Statesboro	30460	912/478-0447	LIC-Self Operated College
GA	Valdosta State University - Student Union	1500 N Patterson St	Student Union	Valdosta	31698	229/333-5671	LIC-Aramark College/University
GA	Young Harris College	228 Maple Street	Rollins Campus Center	Young Harris	30582	706/379-5304	LIC-Sodexo College
ID	Boise State University	1910 University Dr	Student Union	Boise	83725	208/426-1437	LIC-Aramark College/University
ID	University of Idaho	1080 W 6th St	Idaho Commons Food Court	Moscow	83843	208/885-6070	LIC-Chartwells
ID	Idaho State University	1065 S 8th Ave		Pocatello	83209	0001	LIC-Chartwells
ID	Brigham Young University - Idaho	525 S Center St	Manwaring Center	Rexburg	83460	0004	LIC-Self Operated College
IL	Southern Illinois University - Carbondale	1255 Lincoln Dr	Student Center	Carbondale	62901	618/453-1136	LIC-Self Operated College
IL	Eastern Illinois University	600 Lincoln Ave	Office of Univ. Housing/Din	Charleston	61920	217/581-8156	LIC-Self Operated College
IL	Chicago Union Station	225 S Canal St		Chicago	60606	312/526-3743	LIC-The Grove
IL	University of Illinois - Chicago	750 S Halsted St	Student Center East	Chicago	60607	312/355-2338	LIC-Chartwells
IL	Southern Illinois University-Edwardsville	University Ctr	Box 1170	Edwardsville	62026	618/650-2863	LIC-Self Operated College
IL	Western Illinois University	1 University Cir	University Union	Macomb	61455	309/298-1292	LIC-Sodexo College
IL	Bradley University	1501 W Bradley Ave	Michel Student Center	Peoria	61625	309/677-3210	LIC-Aramark College/University
IN	Anderson University	1100 E 5th St	OLT Student Center	Anderson	46012	3462	LIC-Chartwells
IN	University of Evansville	1800 Lincoln Ave	John Ridgway University Ce	Evansville	47722	812/488-2400	LIC-Chartwells
IN	University of Southern Indiana	8600 University Blvd		Evansville	47712	812/464-1859	LIC-Sodexo College
IN	Indianapolis International Airport	7800 Col H Weir Cook Mem Dr		Indianapolis	46241	8003	LIC-OHM
IN	Indiana University Purdue Univ at Indianapolis	420 University Blvd Ste 120		Indianapolis	46202	317/231-0215	LIC-Chartwells
IN	Indiana Wesleyan University	4201 S Washington St	Barnes Student Center	Marion	46953	765/677-2310	LIC-PCC
IN	Ball State University	1101 N McKinley Ave	Atrium Food Court in the Ar	Muncie	47303	765/285-0016	LIC-Self Operated College
IN	University of Notre Dame - Duncan Student Center	Duncan Student Center		Notre Dame	46556		LIC-Self Operated College
IN	Taylor University	236 W Reade Ave	LaRita R. Boren Campus C	Upland	46989	765/998-4678	LIC-Self Operated College
KS	University of Kansas	1301 Jayhawk Blvd	Wescoe Hall Underground	Lawrence	66045	785/864-2449	LIC-Self Operated College
KS	Kansas State University	918 N 17th St	121 K- State Student Union	Manhattan	66506	785/532-5111	LIC-Self Operated College
KS	Johnson County Community College	12345 College Blvd # SC110		Overland Park	66210	913/469-3838	LIC-Self Operated College



# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
KS	Wichita Dwight D. Eisenhower National Airpo	2277 S Eisenhower St		Wichita	67209	316/990-1811	LIC-MSE Business/Industry
KS	Wichita State University	1845 Fairmount	Rhatigan Student Center	Wichita	67260	316/978-3477	LIC-Chartwells
KY	Western Kentucky University	1 Big Red Way	124 Downing Univ. Center	Bowling Green	42101	270/745-6844	LIC-Aramark College/University
KY	Campbellsville University	1 University Dr Upo 783	Student Center	Campbellsville	42718	270/789-5063	LIC-PCC
KY	Cincinnati-Northern Kentucky International Ai	Terminal 3, 4th Floor	Cincinnati / N KY Airport	Hebron	41048	859/767-1076	LIC-HMSHost
KY	University of Kentucky	239 Student Ctr	UK Student Center	Lexington	40506	859/218-6726	LIC-Aramark College/University
KY	University of Kentucky - The 90	440 Hilltop Ave	University of Kentucky	Lexington	40506	859/323-7154	LIC-Aramark College/University
KY	University of Louisville	2100 S Floyd St	SAC Bldg W206	Louisville	40208	502/852-6715	LIC-Aramark College/University
KY	University of Louisville Medical Center	500 S Preston St		Louisville	40202	502/852-2613	LIC-Aramark Hospital
KY	Morehead State University	UPO 1371		Morehead	40351	606/783-2017	LIC-Aramark College/University
KY	Murray State University	1415 Chestnut St	Curriss Center	Murray	42071	270/809-4600	LIC-Sodexo College
KY	University of Pikeville	810 Hambley Blvd	Health Professional Educat	Pikeville	41501	606/218-5040	LIC-Aramark College/University
KY	Eastern Kentucky University	17 Powell Dr		Richmond	40475	859/622-3691	LIC-Aramark College/University
KY	University of the Cumberlands	6178 College Station Dr		Williamsburg	40769	606/539-4409	LIC-PCC
LA	Louisiana State University	2nd Floor Tiger Lair Food Court	Corner of Raphael Semmes	Baton Rouge	70803	225/578-0829	LIC-Chartwells
LA	Southern University	133 Smith Brown	Memorial Student Union	Baton Rouge	70813	225/771-2363	LIC-Aramark College/University
LA	Grambling State University	100 Founders Street	Tiger Express Food Court	Grambling	71245	318/274-3251	LIC-Sodexo College
LA	Southeastern Louisiana University - War Mem	303 W Texas Ave	War Memorial Student Cen	Hammond	70402	985/549-2286	LIC-Aramark College/University
LA	Louis Armstrong New Orleans Int'l Airport	1 Airline Dr	North Terminal - Head Hous	Kenner	70062	504/463-5500	LIC-Delaware North
LA	University of Louisiana Lafayette	600 McKinley St		Lafayette	70503	337/482-5732	LIC-Sodexo College
LA	University of Louisiana Monroe	700 University Ave		Monroe	71209	318/342-1980	LIC-Aramark College/University
LA	Northwestern State University	912 University Pkwy		Natchitoches	71457	318/357-4385	LIC-Sodexo College
LA	University of New Orleans	University Ctr Rm 250		New Orleans	70148	504/280-6370	LIC-Chartwells
LA	Xavier University	4980 Dixon St	University Center	New Orleans	70125	504/520-5016	LIC-Sodexo College
LA	Louisiana Tech University	Wisteria Student Center Rm 208		Ruston	71272	318/257-2195	LIC-Aramark College/University
LA	Nicholls State University	217 Ardoyne Dr		Thibodaux	70310	985/448-4900	LIC-Sodexo College
MD	Baltimore-Washington Intl Airport - A/B Core	Aviation Boulevard & Elm Road	A/B Core	Baltimore	21240	410/859-8257	LIC-GFNC
MD	Morgan State University	1700 E Cold Spring Ln	Student Center	Baltimore	21251	443/885-3327	LIC-Thompson Hosp
MD	University of Maryland- Baltimore County	1000 Hilltop Cir	University Center	Baltimore	21250	443/612-8390	LIC-Chartwells
MD	University of Maryland-College Park	3972 Campus Dr	Stamp Union Food Court	College Park	20742	301/314-6568	LIC-Self Operated College

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
MD	Frostburg State University	Stadium Road	Lane Center	Frostburg	21532	301/687-3216	LIC-Chartwells
MD	Salisbury University	1101 Camden Ave	Guerrier Student Center	Salisbury	21801	410/677-6771	LIC-Self Operated College
MD	Towson University	8000 York Rd		Towson	21252	410/704-5403	LIC-Chartwells
MI	Detroit Medical Center	3990 John R St		Detroit	48201	313/831-0200	LIC-Self Op Hosp/Bus
MI	Detroit Metropolitan Airport	2562 Worldgateway Pl	McNamara Terminal, Core	Detroit	48242	734/941-3481	LIC-Hojeij
MI	Detroit Metropolitan Airport-North Terminal	601 Rogell Dr Ste 4007	Suite 4007	Detroit	48242	734/955-9455	LIC-HMSHost
MI	Eastern Michigan University	878 W Cross St.	McKenny Hall	Ypsilanti	48197	734/487-0260	LIC-Chartwells
MN	Minnesota State University-Mankato	7 Centennial Student Un		Mankato	56001	507/389-2613	LIC-Sodexo College
MN	University of Minnesota	300 Washington Ave SE		Minneapolis	55455	612/625-2037	LIC-Aramark College/University
MN	St. Cloud State University	720 4th Ave S		Saint Cloud	56301	320/308-4373	LIC-Chartwells
MN	Minneapolis - Saint Paul Intl Airport-Concours	4300 Glumack Dr	C-2560	Saint Paul	55111	612/355-4678	LIC-HMSHost
MN	Minneapolis - Saint Paul Intl Airport-Concours	4300 Glumack Dr	Concourse F	Saint Paul	55111	786/582-1078	LIC-The Grove
MO	Southeast Missouri State University	1 University Plz	MS 1700	Cape Girardeau	63701	573/651-2569	LIC-Chartwells
MO	University of Missouri - Kansas City	5100 Cherry St	Student Union Bldg. #216	Kansas City	64110	816/235-5080	LIC-Sodexo College
MO	Truman State University	901 S Franklin St		Kirksville	63501	660/785-4197	LIC-Sodexo College
MO	Northwest Missouri State University	800 University Dr	J.W. Jones Student Center	Maryville	64468	6015	LIC-Aramark College/University
MO	Missouri University of Science & Technology	1346 N Bishop Ave		Rolla	65409	573/341-5436	LIC-Chartwells
MO	Lindenwood University	209 S Kingshighway St	Spellman Student Center	Saint Charles	63301	636/255-2241	LIC-Pedestal
MO	Missouri Western State University	4525 Downs Dr	Blum Student Union Food C	Saint Joseph	64507	806/271-4426	LIC-Aramark College/University
MO	St. Louis College of Pharmacy	4588 Parkview Pl	Parkview Cafe	Saint Louis	63110	314/446-8156	LIC-Pedestal
MO	Missouri State University	901 S National	Plaster Student Union	Springfield	65897	417/836-4211	LIC-Chartwells
MO	University of Central Missouri	517 South Holden	Elliott University Union	Warrensburg	64093	660/543-4300	LIC-Sodexo College
MS	Delta State University	200 Washington St	Nowell Student Union Build	Cleveland	38732	662/846-4645	LIC-Sodexo College
MS	Mississippi College	200 Capitol St	B.C. Rogers Student Cente	Clinton	39056	601/925-3238	LIC-Campus Dining, Inc.
MS	University of Southern Mississippi	118 College Dr	Union Building	Hattiesburg	39406	601/266-5376	LIC-Aramark College/University
MS	Mississippi Valley State University	14000 Highway 82 W	Jacob Aron Student Union	Itta Bena	38941	1400	LIC-Thompson Hosp
MS	Jackson State University	1400 J R Lynch St	Student Center	Jackson	39217	601/979-0447	LIC-Sodexo College
MS	Mississippi Baptist Medical Center	1225 N State St		Jackson	39202	601/973-1646	LIC-Morrison's
MS	Mississippi State University	PO Box 6229	Perry Cafeteria/Darden Ave	Mississippi State	39762	662/325-2849	LIC-Aramark College/University
MS	HII - Ingalls Shipyard	1000 Access Rd	CSA Cafe	Pascagoula	39567	228/218-1747	LIC-Aramark Business/Industry

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
MS	University of Mississippi	Third Floor Student Union Bldg	University of Miss Food Co	University	38677	662/915-6690	LIC-Aramark College/University
NC	Gardner-Webb University	100 S Main St	Dover Campus Center	Boiling Springs	28017	704/406-4326	LIC-Sodexo College
NC	Appalachian State University	Stadium Dr	Trivette Hall	Boone	28608	828/262-3069	LIC-Self Operated College
NC	Campbell University	85 Main Street	Britt Hall	Buies Creek	27506	910/893-1456	LIC-Aramark College/University
NC	University of NC-Chapel Hill (Lenoir Hall)	36 Lenoir Drive		Chapel Hill	27599	704/687-0385	LIC-Aramark College/University
NC	University of North Carolina Hospital-Beach	1 Medical Dr	Beach Cafe, Brinkhouse-Bu	Chapel Hill	27599	919/962-0212	LIC-Aramark Hospital
NC	Charlotte-Douglas International Airport	5501 Birmingham Parkway		Charlotte	28208	704/324-7218	LIC-HMSHost
NC	Gateway Village	800 W Trade St		Charlotte	28202	980/683-0478	LIC-Eurest
NC	University of NC-Charlotte	9201 University City Blvd	Cone Center ID Office	Charlotte	28223	704/687-3391	LIC-Chartwells
NC	Wells Fargo Bank	1525 W W T Harris Blvd		Charlotte	28262	704/590-4737	LIC-Eurest
NC	Western Carolina University	160 West University Way	Courtyard Food Court	Cullowhee	28723	828/227-7177	LIC-Aramark College/University
NC	Duke University Medical Center	S Food Ct	Flowers Drive	Durham	27710	919/668-5873	LIC-Aramark Hospital
NC	North Carolina Central University	500 Nelson Street	W.G Pearson Student Cent	Durham	27701	919/530-6498	LIC-Sodexo College
NC	Fayetteville State University	1200 Murchison Rd	Student Center	Fayetteville	28301	910/672-1739	LIC-Aramark College/University
NC	Methodist University	5400 Ramsey St	Berns Student Center	Fayetteville	28311	1420	LIC-Aramark College/University
NC	NC A&T (NC Agricultural & Technical State U	1601 E Market St	Dining Services	Greensboro	27411	336/334-7560	LIC-Sodexo College
NC	University of NC-Greensboro (Elliott Center)	516 Stirling St		Greensboro	27412	336/334-5443	LIC-Chartwells
NC	East Carolina University - Croatan	5th Street	The Croatan	Greenville	27858	252/328-6477	LIC-Aramark College/University
NC	Lenoir Rhyne University	625 7th Ave NE	Cromer Center - Bear's Lair	Hickory	28601	828/328-7144	LIC-Aramark College/University
NC	High Point University	1 University Pkwy		High Point	27268	0002	LIC-Aramark College/University
NC	University of NC - Pembroke	355 N Odum Street	James B. Chavis Center	Pembroke	28372	910/775-4195	LIC-Sodexo College
NC	North Carolina State University	2600 Founders Dr		Raleigh	27695	919/515-7910	LIC-Self Operated College
NC	University of NC-Wilmington	601 S College Rd		Wilmington	28403	910/962-7782	LIC-Aramark College/University
NC	Wingate University	220 N Camden Rd	The Klondike Building	Wingate	28174	704/233-8108	LIC-Chartwells
NC	Wake Forest Baptist Medical Center	Medical Center Blvd		Winston Salem	27157	336/716-8836	LIC-Sodexo Hospital
NC	Wake Forest University	1834 Wake Forest Rd	Benson Food Court Center	Winston Salem	27109	336/758-4695	LIC-Aramark College/University
NC	Winston Salem State University	601 S Martin Luther King Jr Dr	Donald Julian Reaves Stud	Winston Salem	27110	336/750-2846	LIC-Aramark College/University
ND	University of North Dakota	3625 Campus Rd Stop 9033	Memorial Union	Grand Forks	58202	701/777-6440	LIC-Self Operated College
NE	University of Nebraska at Kearney	1013 W 27th St	Nebraskan Student Union	Kearney	68849	308/865-8089	LIC-Sodexo College
NE	University of Nebraska - Lincoln	1400 R St	Nebraska Union	Lincoln	68588	402/261-3843	LIC-MSE College/University

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
NE	Mutual of Omaha	33rd & Dodge St	Mutual of Omaha Plaza	Omaha	68175	402/351-4303	LIC-Eurest
NJ	Delaware Gap Travel Plaza	19 Simpson Rd		Columbia	07832	908/496-7001	LIC-Applegreen
NJ	Stockton University	101 Vera King Farris Dr	College Center	Galloway	08205	609/652-4771	LIC-Chartwells
NJ	Thomas Edison Travel Plaza	Mile Marker 92.9 South	New Jersey Turnpike	Woodbridge	07095		LIC-Applegreen
NM	University of New Mexico	201 La Posada		Albuquerque	87131	505/277-0185	LIC-Chartwells
NM	New Mexico State University Student Center	Corbett Ctr Rm 130		Las Cruces	88003	575/646-4801	LIC-Sodexo College
NV	Golden Nugget Las Vegas Hotel	129 Fremont St		Las Vegas	89101	702/386-8243	LIC-Landry's
NY	Albany International Airport	737 Albany Shaker Rd		Albany	12211	518/472-0053	LIC-OHM
NY	NY State Thruway - Chittenango Travel Plaza	Mile Post 266 West	NY State Thruway	Chittenango	13037		
OH	University of Akron-Student Center	303 Carroll St	Student Center	Akron	44325	330/972-5592	LIC-Aramark College/University
OH	University of Akron-Summit College	225 S Main St	Polsky Building	Akron	44325	330/972-5592	LIC-Aramark College/University
OH	Cedarville University	251 N Main St	Library Cafe @ Cedarville U	Cedarville	45314	937/766-4446	LIC-PCC
OH	University of Cincinnati	2701 Bearcat Way	University Tangeman Center	Cincinnati	45221	513/556-1045	LIC-Aramark College/University
OH	Cleveland-Hopkins International Airport	5300 Riverside Dr		Cleveland	44135	216/417-3208	LIC-United Concessions
OH	University of Toledo	2801 W Bancroft St	Student Union	Toledo	43606	419/530-5281	LIC-Chartwells
OH	Youngstown State University	1 University Plz	Kilcawley Center	Youngstown	44555-0001		LIC-Chartwells
OK	Oklahoma Christian University	2501 E Memorial Rd	Edward L. Gaylord University	Edmond	73013	405/425-5019	LIC-U-Dining
OK	University of Central Oklahoma	100 N University Dr		Edmond	73034	405/974-4637	LIC-Chartwells
OK	University of Oklahoma	1400 Asp Ave	Room 133	Norman	73019	405/325-6851	LIC-Self Operated College
OK	University of Oklahoma Couch Building	333 3rd St		Norman	73019	405/325-5185	LIC-Self Operated College
OK	SSM Health St. Anthony Hospital	535 NW 9th St		Oklahoma City	73102	405/272-8434	LIC-Sodexo Hospital
OK	University of Oklahoma Health Science Center	1106 N Stonewall Ave	Student Center 132	Oklahoma City	73117	405/271-3660	LIC-Self Operated College
OK	Oklahoma Baptist University	500 W University St	Geiger Center	Shawnee	74804	405/585-5386	LIC-Chartwells
OK	Oklahoma State University	Room 177	Student Union Building	Stillwater	74078	405/744-7393	LIC-Self Operated College
OK	Northeastern State University	600 N Grand Ave		Tahlequah	74464	918/456-5511	LIC-Sodexo College
OK	Oral Roberts University	7777 S Lewis Ave		Tulsa	74171	918/495-6357	LIC-Sodexo College
OK	University of Tulsa	440 S Gary Ave		Tulsa	74104	918/631-2186	LIC-Sodexo College
PA	Bloomsburg University	400 E 2nd St	Soltz Residence Hall	Bloomsburg	17815	570/389-5455	LIC-Aramark College/University
PA	California University of Pennsylvania	250 University Ave	Natali Student Center	California	15419	724/938-4343	LIC-AVIF
PA	Misericordia University	301 Lake St	Banks Student Center	Dallas	18612	570/674-3351	LIC-Metz

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
PA	Gannon University	Waldron Student Ctr	109 University Square	Erie		16541-0002	LIC-Metz
PA	Hersheypark	300 Park Blvd	Founders Way	Hershey	17033	717/508-3104	LIC-Self Op Hosp/Bus
PA	HersheyPark Food Truck	100 W Hersheypark Dr		Hershey	17033	717/534-3900	LIC-Self Op Hosp/Bus
PA	Indiana University of Pennsylvania	319 Pratt Dr		Indiana	15701	724/357-7571	LIC-Aramark College/University
PA	Kutztown University	20 Luckenbill Rd	Academic Forum Building	Kutztown	19530	484/646-4245	LIC-Aramark College/University
PA	Lock Haven University	401 N Fairview St	Eagle Rock Food Court - B	Lock Haven	17745	570/484-2891	LIC-Aramark College/University
PA	Drexel University	203 N 34th St	Northside Dining Terrace	Philadelphia	19104	215/895-6246	LIC-Aramark College/University
PA	Philadelphia International Airport - B/C Connector	8500 Essington Ave	A/B Connector	Philadelphia	19153	215/492-1814	LIC-Hojeij
PA	Philadelphia International Airport - Concourse E	8000 Essington Ave	Concourse E	Philadelphia	19153	267/416-8895	LIC-Hojeij
PA	Temple University	1755 N 13th St	Howard Gittis Student Center	Philadelphia	19122	484/951-9894	LIC-Aramark College/University
PA	Temple University - Morgan Hall	1601 N Broad St	Morgan Hall	Philadelphia	19122	215/777-8252	LIC-Aramark College/University
PA	Duquesne University	600 Forbes Ave		Pittsburgh	15282	412/396-1329	LIC-Eat'N Park Hosp
PA	Pittsburgh International Airport	1000 Airport Blvd		Pittsburgh	15231	412/472-0205	LIC-GFNC
PA	University of Pittsburgh	3719 Terrace St	University of Pittsburgh - Pe	Pittsburgh	15213	412/648-9576	LIC-Chartwells
PA	University of Scranton	900 Mulberry St	DeNaples Student Center	Scranton	18510	570/941-7456	LIC-Aramark College/University
PA	Shippensburg University	408 Lancaster Dr		Shippensburg		17257-1147	LIC-Aramark College/University
PA	Waynesburg University	61 N Washington St	Marisa Field House	Waynesburg		15370-1329	LIC-Aladdin Food Mgmt
PA	West Chester University	Rosedale Ave	Rams Head Food Ct	West Chester	19383	610/436-2730	LIC-Aramark College/University
PA	King's College - King's on the Square	20 Public Sq		Wilkes Barre	18701	570/208-5900	LIC-Chartwells
SC	Anderson University-New Student Center	316 Boulevard City	New Student Center	Anderson	29621	864/231-5555	LIC-AVIF
SC	College of Charleston - Berry Hall	162 Calhoun St	Berry Hall	Charleston	29401	843/953-1055	LIC-Aramark College/University
SC	The Citadel Military College	4 Avenue of Remembrance		Charleston	29409	843/953-2556	LIC-Sodexo College
SC	Clemson University	201 Fernow Street	Fernow Cafe	Clemson	29631	864/656-1272	LIC-Aramark College/University
SC	Clemson University - Hendrix Student Center	Hendrix Student Ctr	720 McMillan Road	Clemson		29634-0001	
SC	University of South Carolina	1718 College St		Columbia	29208	803/777-6222	LIC-Aramark College/University
SC	Coastal Carolina University	100 Spadoni Park Circle	Lib Jackson Student Center	Conway	29528		LIC-Aramark College/University
SC	Bob Jones University	1700 Wade Hampton Blvd	Student Center	Greenville	29614	864/370-1800	LIC-Aramark College/University
SC	Furman University-Student Center	3300 Poinsett Hwy		Greenville	29613	864/294-3664	LIC-Bon Appetit
SC	Prisma Health Greenville Memorial Hospital	701 Grove Rd		Greenville	29605	864/455-6301	LIC-Self Op Hosp/Bus
SC	Lander University	320 Stanley Ave	Grier Student Center	Greenwood	29649	864/388-8221	LIC-Aramark College/University

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
SC	Greenville-Spartanburg International Airport	1900 GSP Drive		Greer	29651	864/360-8220	LIC-Metz
SC	Myrtle Beach International Airport	1100 Jet Port Rd		Myrtle Beach	29577	843/839-1330	LIC-MSE Business/Industry
SC	Newberry College	2100 College St	Kaufman Dining Hall	Newberry	29108	803/321-5151	LIC-Sodexo College
SC	Charleston Southern University	9200 University Blvd	Strom Thurmond Center	North Charleston	29406	9121	LIC-Aramark College/University
SC	Winthrop University	2020 Alumni Drive	Markley's Food Court	Rock Hill	29730	803/323-3409	LIC-Sodexo College
SC	Wofford College	429 N Church St		Spartanburg	29303	864/597-4252	LIC-AVIF
SC	North Greenville University	7801 N Tigerville Rd	Todd Dining Center	Tigerville	29688	864/977-7100	LIC-Aramark College/University
SD	South Dakota State University	1421 Student Union Ln	University Student Union	Brookings	57007	605/697-2559	LIC-Aramark College/University
SD	University of South Dakota	414 E Clark St	Muenster Student Union	Vermillion	57069	2307	LIC-Aramark College/University
TN	Erlanger Health Systems	975 E 3rd St		Chattanooga	37403	423/778-7405	LIC-Sodexo Hospital
TN	University of Tennessee-Chattanooga	615 McCallie Ave	107 University Center	Chattanooga	37403	423/425-4200	LIC-Aramark College/University
TN	Austin Peay State University	601 College St	Morgan Center University	Clarksville	37044	931/221-7474	LIC-Chartwells
TN	Lee University	1120 N Ocoee St		Cleveland	37311	423/614-8587	LIC-Sodexo College
TN	Tennessee Tech University	1000 N Dixie	Roaden University Center	Cookeville	38505	0001	LIC-Chartwells
TN	Tusculum University	60 Shiloh Rd	Niswonger Commons	Greeneville	37745	423/787-8344	LIC-Chartwells
TN	Lincoln Memorial University	6965 Cumberland Gap Pkwy		Harrogate	37752	423/869-3446	LIC-Chartwells
TN	Jackson-Madison County Hospital	620 Skyline Dr		Jackson	38301	731/541-6591	LIC-Morrison's
TN	Carson Newman University	809 Ken Sparks Way	Maddox Student Activities C	Jefferson City	37760	1404	LIC-Aramark College/University
TN	East Tennessee State University	J.L. Seehorn, Jr. Dr	DP Culp Center	Johnson City	37601	423/439-5915	LIC-Sodexo College
TN	University of Tennessee	1015 Phillip Fulmer Way		Knoxville	37996	865/974-1552	LIC-Aramark College/University
TN	University of Tennessee - Rocky Top Building	1917 Andy Holt Ave		Knoxville	37996	865/974-6846	LIC-Aramark College/University
TN	University of Tennessee-Martin	133 Boling University Ctr		Martin	38238	731/881-7772	LIC-Sodexo College
TN	Bethel University	325 Cherry Ave	Vera Lowe Center	Mc Kenzie	38201	731/352-4006	LIC-Self Operated College
TN	Memphis International Airport - Terminal B	2491 Winchester Rd		Memphis	38116	3851	
TN	University of Memphis-University Center	499 University Ctr	University Center Food Cou	Memphis	38152	3460	LIC-Chartwells
TN	University of Tennessee Health Science Cent	910 Madison Ave	The Plaza	Memphis	38103	901/448-3503	LIC-Self Operated College
TN	Middle Tennessee State University	1301 Main St		Murfreesboro	37132	615/898-2675	LIC-Aramark College/University
TN	Belmont University	2000 Belmont Blvd	Graphart Center	Nashville	37212	615/460-8363	LIC-Sodexo College
TN	Lipscomb University	1 University Park Dr	Bennett Campus Center	Nashville	37204	615/966-6266	LIC-Sodexo College
TN	Nashville International Airport	1 Terminal Dr		Nashville	37214	4112	LIC-Delaware North

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TN	Tennessee State University	3500 John A Merritt Blvd	Floyd-Payne Campus Cent	Nashville	37209	615/963-5495	LIC-Aramark College/University
TX	Abilene Christian University	216B McGlothlin Campus Ctr		Abilene	79699	325/674-2520	LIC-Chartwells
TX	Hendrick Medical Center	1600 Pine St		Abilene	79601	325/670-3099	LIC-Morrison's
TX	University of Texas-Arlington	300 W 1st St		Arlington	76019	817/272-2919	LIC-Chartwells
TX	University of Texas-Austin	24th & Guadalupe	Texas Union	Austin	78713	512/475-6500	LIC-Self Operated College
TX	University of Texas-Austin-SAC	2201 Speedway	Student Activities Center	Austin	78712	512/485-6508	LIC-Self Operated College
TX	Lamar University	4405 Jimmy Simmons Blvd	Setzer Student Center	Beaumont	77705	409/350-6540	LIC-Chartwells
TX	University of Mary Hardin - Baylor	900 College St	Student Union Building	Belton	76513	2578	LIC-Sodexo College
TX	West Texas A&M University	Jbk Student Ctr		Canyon	79016	806/651-2715	LIC-Aramark College/University
TX	Texas A&M-SBISA	Agronomy Rd		College Station	77843	979/845-8188	LIC-Chartwells
TX	Texas A&M University - Memorial Student Ce	275 Joe Roult Blvd	Memorial Student Center	College Station	77843	979/845-0152	LIC-Chartwells
TX	Texas A&M - West Campus Food Hall	336 Olsen Blvd		College Station	77845	979/845-6116	LIC-Chartwells
TX	Texas A&M Commerce	2200 W Neal St		Commerce	75428	903/468-4890	LIC-Sodexo College
TX	Texas A&M Corpus Christi	6300 Ocean Dr Unit 5763		Corpus Christi	78412	361/825-2760	LIC-Chartwells
TX	Baylor University Medical Center	3500 Gaston Ave	J.G. LaHair @ Baylor Dalla	Dallas	75246	214/820-3215	LIC-Aramark Hospital
TX	Dallas Baptist University	3000 Mountain Creek Pkwy	Mahler Student Center	Dallas	75211	6700	LIC-Self Operated College
TX	Dallas Love Field	8008 Cedar Springs Rd		Dallas	75235	214/301-7514	LIC-HMSHost
TX	Southern Methodist University (SMU)	3300 Dyer St # 101	Dining Services	Dallas	75275	214/768-2367	LIC-Aramark College/University
TX	Texas Health Presbyterian Hospital - Dallas	8200 Walnut Hill Ln		Dallas	75231	214/345-6867	LIC-Self Op Hosp/Bus
TX	Texas Woman's University	420 Administration Dr.	Student Ctr, Rm 001	Denton	76201	940/898-3665	LIC-Chartwells
TX	University of North Texas	PO Box 310877	Student Union Bldg	Denton	76203	940/369-8597	LIC-Self Operated College
TX	Dallas/Fort Worth Intl Airport (DFW) - Termin	International Parkway	Terminal C	Dfw Airport	75261	972/973-7752	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) -Termina	International Parkway	Terminal D	Dfw Airport	75261	972/973-4489	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) - Termin	International Parkway	Terminal E	Dfw Airport	75261	972/973-6430	LIC-OMDWF
TX	University of Texas - Rio Grande Valley	1201 W University Dr	Student Union Building	Edinburg	78539	956/665-7485	LIC-Sodexo College
TX	University of Texas - El Paso	2051 Wiggins Way	El Paso Natural Gas Confe	El Paso	79902	915/747-7459	LIC-Sodexo College
TX	Cook Children's Medical Center	801 7th Ave		Fort Worth	76104	682/885-6342	LIC-Self Op Hosp/Bus
TX	Lockheed Martin	1 Lockheed Blvd	Aero Cafe	Fort Worth	76108	817/777-2013	LIC-Eurest
TX	Texas Christian University	2901 Stadium Dr	Brown Lupton University Ur	Fort Worth	76129	0001	LIC-Sodexo College
TX	Pleasure Pier	2501 Seawall Blvd		Galveston	77550	409/766-7819	LIC-Landry's

# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	University of Texas Medical Branch	301 N University Blvd		Galveston	77555	409/772-0074	LIC-Sodexo Hospital
TX	Houston Baptist University	7502 Fondren Rd	M.D. Anderson Student Cen	Houston	77074	3200	LIC-Aramark College/University
TX	Houston George Bush Inter'l Airport - Terminal	2800 N Terminal Rd	Terminal A	Houston	77032	346/302-5013	LIC-HMSHost
TX	Houston George Bush Inter'l Airport - Terminal	2800 N Terminal Rd	Terminal B	Houston	77032	281/233-7674	LIC-JDDA Concessions
TX	M.D. Anderson Hospital	1515 Holcombe Blvd	Box 58, Food Court	Houston	77030	713/792-2646	LIC-Self Op Hosp/Bus
TX	One Allen Center	500 Dallas St		Houston	77002	713/659-3800	LIC-Restaurant Innovative
TX	Pennzoil Place	711 Louisiana St Ste 100		Houston	77002	713/505-1211	LIC-Restaurant Innovative
TX	Texas Childrens Hospital -Wallace Tower Food	6621 Fannin St	Foodcourt	Houston	77030	832/822-0305	LIC-Morrison's
TX	Texas Medical Center	6550 Bertner Ave		Houston	77030	713/749-0477	LIC-Aramark Business/Industry
TX	Texas Southern University	3100 Cleburne St	Sterling Student Life Center	Houston	77004	832/309-8219	LIC-Sodexo College
TX	University of Houston-Downtown	1 Main St		Houston	77002	713/221-8462	LIC-Chartwells
TX	University of Houston-University Center	4700 Calhoun Rd	American Cafe/Univ. Ctr., R	Houston	77204	832/842-5989	LIC-Chartwells
TX	William P. Hobby Airport	7800 Airport Blvd	International Terminal	Houston	77061	713/644-0737	LIC-NPR
TX	Sam Houston State University	1717 Avenue J	Campus Dining Service	Huntsville	77340	936/294-1931	LIC-Aramark College/University
TX	Texas A&M University-Kingsville	1050 E Santa Gertrudis St	Memorial Student Union Bu	Kingsville	78363	361/593-4177	LIC-Aramark College/University
TX	Texas A&M International University	5201 University Blvd	Student Center Food Court	Laredo	78041	1920	LIC-Aramark College/University
TX	Covenant Medical Ctr (Methodist Hosp)	3615 19th St		Lubbock	79410	806/725-0483	LIC-Aramark Hospital
TX	Texas Tech University	15th and Akron	Housing and Dining Service	Lubbock	79409	806/742-4610	LIC-Self Operated College
TX	Texas Tech University - College of Business	703 Flint Ave	College of Business	Lubbock	79409	806/742-0977	LIC-Self Operated College
TX	Texas Tech University - Sam's West	3211 18th St	Sam's Place Wiggins	Lubbock	79409	806/742-6666	LIC-Self Operated College
TX	East Texas Baptist University	1 Tiger Dr	Ornelas Student Center	Marshall	75670	903/934-8147	LIC-Sodexo College
TX	Stephen F. Austin University	University Center Vista Dr	Room 109	Nacogdoches	75962	936/468-5208	LIC-Chartwells
TX	Prairie View A&M University	L.W. Minor Street	Memorial Student Center	Prairie View	77446	936/857-4326	LIC-Sodexo College
TX	University of Texas-Dallas	2601 N Floyd Rd	Founders North Building	Richardson	75080	972/883-4769	LIC-Chartwells
TX	Angelo State University	2601 W Avenue N		San Angelo	76909	325/944-1888	LIC-Chartwells
TX	St. Mary's University	1 Camino Santa Maria St	Student Dining Center	San Antonio	78228	210/436-3750	LIC-Aramark College/University
TX	University of Texas-San Antonio (UTSA)	1 Utsa Cir	JPL Food Court	San Antonio	78249	210/458-4206	LIC-Aramark College/University
TX	University of the Incarnate Word	4301 Broadway		San Antonio	78209	210/829-6055	LIC-Sodexo College
TX	USAA Cafe H	9800 Fredericksburg Rd	McDermott Bldg., C-S-W	San Antonio	78288	210/498-1414	LIC-Sodexo Business
TX	Texas State University	100 Moore Street Bldg 30		San Marcos	78666	512/245-9930	LIC-Chartwells



# CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
TX	ExxonMobil	22777 Springwoods Village Pkwy		Spring	77389	281/832-7286	LIC-Eurest
TX	Tarleton State University	1451 W Jones St		Stephenville	76401	254/968-9444	LIC-Sodexo College
TX	Tyler Junior College	1250 Magnolia Dr	New Student Resident Life	Tyler	75701	903/533-5460	LIC-Aramark College/University
TX	University of Texas - Tyler	3900 University Blvd	University Center	Tyler	75799	903/566-7074	LIC-Sodexo College
TX	University of Houston - Victoria	3006 North Ben Wilson Street		Victoria	77901	361/485-4506	LIC-Chartwells
TX	Baylor University Student Union	1311 S 5th St		Waco	76798	254/710-1721	LIC-Aramark College/University
TX	Midwestern State University	3410 Taft Blvd	Clark Student Union	Wichita Falls	76308	940/397-4803	LIC-Chartwells
UT	Southern Utah University	351 W University Blvd	Sharwan Smith Student Ce	Cedar City	84720	435/865-8145	LIC-Chartwells
UT	Utah Valley University	800 W University Pkwy	Sorenson Student Center	Orem	84058	801/863-8664	LIC-Self Operated College
UT	Brigham Young University	Ernest L. Wilkinson Student Cen	Cougareat Food Court	Provo	84602-2410		LIC-Self Operated College
UT	Utah Tech University	225 S 700 E	Gardner Center	Saint George	84770	435/652-7685	LIC-Self Operated College
VA	Virginia Tech	200 Owens Hall	Owens Dining Center	Blacksburg	24061	540/231-4901	LIC-Self Operated College
VA	University of Virginia	Alderman & McCormick Rds.		Charlottesville	22904	434/924-7901	LIC-Aramark College/University
VA	Washington Dulles Airport - Terminal B	1 Saarinen Cir	Terminal B	Dulles	20166-7500		
VA	Washington Dulles International Airport	1 Saarinen Cir	Terminal D	Dulles	20166	703/572-9800	LIC-Self Op Hosp/Bus
VA	George Mason University (SUB 1)	4400 University Dr	Student Union Building 1	Fairfax	22030	703/993-9259	LIC-Sodexo College
VA	Longwood University	156 S South St		Farmville	23901	434/315-0232	LIC-Aramark College/University
VA	Hampton University	Queen & Tyler St		Hampton	23668	757/727-5218	LIC-Gourmet Services, Inc.
VA	James Madison University	Msc 902	Dining Services	Harrisonburg	22807	540/568-7788	LIC-Aramark College/University
VA	Liberty University - Tilley	1971 University Blvd	Tilley Student Center	Lynchburg	24515	434/582-2262	LIC-Sodexo College
VA	Christopher Newport University	1 University Pl		Newport News	23606	757/594-7112	LIC-Self Operated College
VA	Norfolk State University	700 Park Ave		Norfolk	23504	757/823-2114	LIC-Thompson Hosp
VA	Old Dominion University	1200 Webb Ctr		Norfolk	23529	757/683-3218	LIC-Aramark College/University
VA	Old Dominion University - University Village	4100 Monarch Way		Norfolk	23508-2551		
VA	Virginia State University	1 Hayden Dr	Foster Hall Student Center	Petersburg	23803	804/687-2499	LIC-Thompson Hosp
VA	Radford University	Fairfax Street	Dalton Hall	Radford	24142	540/831-5351	LIC-Chartwells
VA	Chippenham Hospital	7101 Jahnke Rd		Richmond	23225	804/562-4602	LIC-ARIA
VA	Virginia Commonwealth University	900 Park Ave	VCU Dining Services	Richmond	23284	804/828-2225	LIC-Aramark College/University
VA	Virginia Commonwealth University Health	403 N 13th St	MCV Campus	Richmond	23298	804/310-8499	LIC-Morrison's
VA	William & Mary	249 Richmond Rd	Tribe Square	Williamsburg	23185	757/221-3452	LIC-Sodexo College

## CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
VA	University of Virginia - Wise	1 College Ave		Wise	24293	276/328-5514	LIC-Chartwells
WV	Fairmont State University	1201 Locust Ave	Falcon Center	Fairmont	26554	304/367-4976	LIC-Aladdin Food Mgmt
WV	Marshall University	1 John Marshall Dr		Huntington	25755	304/696-3329	LIC-Sodexo College
WV	West Virginia University	1550 University Ave	Mountainlair Student Cente	Morgantown	26506	304/293-0017	LIC-Sodexo College
WV	West Virginia University Health Science Cent	1 Medical Center Dr		Morgantown	26506	304/293-8271	LIC-Sodexo College
	<b>395</b>						

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

AL	OPR	Constantine Zouboukos	125 Colonial Promenade Pkwy	Alabaster	35007-3130	205/685-1190
AL	OPR	Lois Ann Murphree	3899 Hwy 280	Alexander City	35010	938/867-4799
AL	OPR	Matthew Kyle	1291 US Highway 72 E	Athens	35611-4403	256/233-8900
AL	OPR	Bob McFadden	326 W Magnolia Ave	Auburn	36832-1402	334/826-7630
AL	OPR	Will Bowling	1627 Opelika Rd Ste 54	Auburn	36830-1720	334/887-5429
AL	OPR	Brian Schubert	6000 Harris Ln	Bessemer	35022-7302	205/426-3190
AL	OPR	Corey Braun	5375 Highway 280	Birmingham	35242-5317	205/995-8333
AL	TMP	Eric Mapoles	1913 5th Ave N	Birmingham	35203-2608	205/324-6161
AL	OPR	Mark Meadows	4620 US 280 South	Birmingham	35242	205/995-9925
AL	OPR	Mark Nichols	5886 Trussville Crossings Pkwy	Birmingham	35235-8633	205/661-0544
AL	OPR	Mark Nichols	9345 Parkway E	Birmingham	35215-8303	205/836-0003
AL	OPR	Nathaniel Humphreville	2000 Highland Ave S	Birmingham	35205-3802	205/930-8000
AL	OPR	Brad Johnson	64 Highway 304	Calera	35040-5551	205/668-7483
AL	OPR	Randy Earnest	1830 Cherokee Ave SW	Cullman	35055-5546	256/735-1650
AL	OPR	Randy Earnest	1830 Cherokee Ave SW	Cullman	35055-5546	
AL	OPR	Daniel Nance	1682 US Highway 98	Daphne	36526-4252	251/621-3215
AL	OPR	Barry Keith	1809 Beltline Rd SW	Decatur	35601-5506	256/355-3035
AL	OPR	Barry Keith	2502 Highway 31 S	Decatur	35603-1504	256/822-1014
AL	OPR	David Bailey	1905 E Main St	Dothan	36301-3015	334/792-2498
AL	OPR	Jeff Koch	3418 Ross Clark Cir	Dothan	36303-2525	334/712-4849
AL	OPR	Kevin Crisler	626 Boll Weevil Cir	Enterprise	36330-2734	334/347-4747
AL	OPR	Daniel Pulley	900 S Eufaula Ave	Eufaula	36027-2608	334/687-8999
AL	OPR	Brynn Albretsen	341 Cox Creek Pkwy	Florence	35630-1539	256/764-0535
AL	OPR	Wayne Mozley	3013 S McKenzie St	Foley	36535-3411	251/971-6505
AL	OPR	Kim Hall	1824 Glenn Blvd SW	Fort Payne	35968-3524	256/844-8384
AL	OPR	Mike Holmes	215 Howell St	Fultondale	35068-1678	205/841-1777
AL	OPR	David Wilson	1008 S 4th St	Gadsden	35901-5227	256/543-7770
AL	OPR	Mike Holmes	385 Fieldstown Rd	Gardendale	35071-2490	205/608-3488
AL	OPR	Bob Moore	11488 US Highway 431	Guntersville	35976-5614	256/894-8303
AL	OPR	Brad Nichols	2432 Helena Rd	Helena	35080-3271	205/922-1153
AL	OPR	Rodney Jackson	211 Lakeshore Pkwy	Homewood	35209-7108	205/945-6062
AL	OPR	David Jackson	1609 Montgomery Hwy	Hoover	35216	205/979-9990
AL	OPR	Jeffrey Foster	5658 Grove Blvd	Hoover	35226-4608	205/989-1701
AL	OPR	Morris Jackson	2000 Riverchase Galleria Ste 158B	Hoover	35244-2325	205/987-2244
AL	OPR	Morris Jackson	3020 John Hawkins Pkwy	Hoover	35244-1011	205/987-7568
AL	OPR	Beth Monroe	2801 Memorial Pkwy SW Ste 70	Huntsville	35801-5645	256/533-9206
AL	OPR	Bryan Barlock	11820 Memorial Pkwy SW	Huntsville	35803-3304	256/650-7014
AL	OPR	Heather Adams	402 Governors Dr SW	Huntsville	35801-5124	256/536-5150
AL	OPR	Heather Adams	4751 Whitesburg Dr SE	Huntsville	35802-1632	256/880-4080
AL	OPR	Norman Dull	4733 University Dr NW	Huntsville	35816-3407	256/837-1315
AL	OPR	Scott Powers	1648 Montclair Rd	Irondale	35210-2410	205/957-2229
AL	OPR	Jason Soriano	500 Pelham Rd S	Jacksonville	36265-2706	256/782-0900
AL	OPR	Ruth Grace	1812 Highway 78 E	Jasper	35501-4038	205/221-0308
AL	OPR	Scott Robinson	1808 Ashville Rd	Leeds	35094-7508	205/699-1118
AL	OPR	Norman Dull	8300 Highway 72 W	Madison	35758-9572	256/837-7020
AL	OPR	Daniel Nance	12 N Royal St	Mobile	36602-3802	251/434-9768
AL	OPR	Darin Wynn	3244 Dauphin St	Mobile	36606-4001	251/476-0320
AL	OPR	Glenn Rosson	435 Schillinger Rd S	Mobile	36695-8911	251/639-1163
AL	OPR	Glenn Rosson	4707 Airport Blvd	Mobile	36608-3145	251/461-9933
AL	OPR	Holly Johnson	3215C Bel Air Mall	Mobile	36606-3207	251/476-8361
AL	OPR	Gary Soriano	201 Monroe St	Montgomery	36104-3735	334/293-4773

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

AL	OPR	Gary Soriano	6921 Eastchase Loop	Montgomery	36117-6876	334/271-1095
AL	OPR	Robert Eike	2682 Eastern Blvd	Montgomery	36117-1510	334/271-0104
AL	OPR	Stuart Rogers	915 Ann St	Montgomery	36107-2001	334/262-2017
AL	OPR	Luke Kyle	511 Avalon Ave	Muscle Shoals	35661-2811	256/386-5442
AL	OPR	Ashley Gill	1620 McFarland Blvd	Northport	35476-3259	205/330-1110
AL	OPR	Andrew Barnes	2052 Tiger Town Pkwy	Opelika	36801-5486	334/741-7112
AL	OPR	Charles Rice	6599 Highway 431 S	Owens Cross Roads	35763-9217	256/288-0007
AL	OPR	Wade Bence	201 Oxford Exchange Blvd	Oxford	36203-3455	256/835-6009
AL	OPR	Wade Bence	700 Quintard Dr Ste FC8	Oxford	36203-1867	256/835-1887
AL	OPR	Constantine Zouboukos	320 Cahaba Valley Rd	Pelham	35124-1398	205/403-3223
AL	OPR	Brian Jennings	1653 Martin St N	Pell City	35125-9350	205/525-0539
AL	OPR	Todd Morgan	3711 U S Hwy 280	Phenix City	36867	334/214-5599
AL	OPR	Daniel Grier	1967 Cobbs Ford Rd	Prattville	36066-7290	334/365-8222
AL	OPR	Daniel Grier	2021 Fairview Ave	Prattville	36066-5240	334/568-7772
AL	OPR	Johnathan Sadlock	30500 SR 181 Suite B	Spanish Fort	36527	251/621-3020
AL	OPR	Micah Harris	75 MCS Blvd	Sylacauga	35150-1139	256/245-0096
AL	OPR	Andrew Jones	1121 Highway 231 S	Troy	36081-3001	334/566-0505
AL	OPR	Bryce Donaldson	2014 McFarland Blvd E	Tuscaloosa	35404-5805	205/752-9999
AL	OPR	William Boulware	1701 McFarland Blvd E Ste 190	Tuscaloosa	35404-5833	205/553-9195
AL	OPR	William Boulware	4900 Old Greensboro Rd	Tuscaloosa	35405-3919	205/247-9980
AL	OPR	Jerry Cotney	3949 Crosshaven Dr	Vestavia	35243-5417	205/871-1398
AL	OPR	Rodney Jackson	513 Montgomery Hwy	Vestavia Hills	35216-1807	205/824-3540
AR	OPR	Mark Hufford	209 S Walton Blvd	Bentonville	72712-5701	479/273-3100
AR	OPR	Guy Parker	2232 N Reynolds Rd	Bryant	72022-2534	501/653-0404
AR	OPR	Alan Kizer	1115 E Oak St	Conway	72032-5925	501/513-1122
AR	OPR	Alan Kizer	2510 Prince St	Conway	72034-3756	501/505-8645
AR	OPR	David Salinas	1369 W Martin Luther King Jr Blvd	Fayetteville	72701-6317	479/444-6053
AR	OPR	Paige Frost	4180 N College Ave	Fayetteville	72703-5120	479/443-0343
AR	TMP	Mitchell Kelley	6810 Rogers Ave	Fort Smith	72903-4068	479/484-5152
AR	OPR	Jonathan Richardson	100 Cornerstone Blvd	Hot Springs	71913-6506	501/520-0620
AR	OPR	Tyler Mitchell	1800 Red Wolf Blvd	Jonesboro	72401-5433	870/910-6611
AR	OPR	A.J. Roller	6201 W Markham St	Little Rock	72205-3116	501/663-8080
AR	OPR	Ben Ackley	701 Broadway St	Little Rock	72201-4121	501/436-6146
AR	TMP	Jeremie Studivant	6000 W Markham St	Little Rock	72205-3198	501/663-0304
AR	OPR	John Spenst	12500 W Markham St	Little Rock	72211-3310	501/228-0404
AR	OPR	Michel Harding	11525 Cantrell Rd	Little Rock	72212-1700	501/223-5111
AR	OPR	Stefan Green	2 Bass Pro Dr	Little Rock	72210-3055	501/455-2226
AR	OPR	Carter Tucker	113 Commons Dr	Maumelle	72113-7266	501/851-1810
AR	OPR	Dale Stock	4320 E McCain Blvd	North Little Rock	72117-2517	501/945-1818
AR	OPR	Jim Bryant	2601 W Pleasant Grove Rd	Rogers	72758-5802	479/246-0003
AR	OPR	Jim Bryant	4893 W Pauline Whitaker Pkwy	Rogers	72758-5062	479/254-4004
AR	OPR	Mark Hufford	4001 W Walnut St	Rogers	72756-1842	479/636-4664
AR	OPR	Tim Douglass	3089 E Main St	Russellville	72802-9643	479/967-0220
AR	OPR	Matthew Harbin	3683 E Race Ave	Searcy	72143-6204	501/268-0232
AR	OPR	Brian Stanley	5675 W Sunset Ave	Springdale	72762-0746	479/317-4320
AR	OPR	Jonathan Cardwell	206 W Service Rd	West Memphis	72301	870/400-0081
AZ	OPR	Bruce Ploeser	10180 W McDowell Rd	Avondale	85392-4841	623/907-4780
AZ	OPR	Megan Johnson	893 N Promenade Pkwy	Casa Grande	85194-5408	520/876-9001
AZ	OPR	Don Elam	2550 W Chandler Blvd	Chandler	85224-4905	480/855-1555
AZ	OPR	Kory Kaye	2900 E Germann Rd	Chandler	85286-1404	480/812-1717
AZ	OPR	Scott Yarbrough	3871 S Arizona Ave	Chandler	85248-2701	480/895-2002
AZ	OPR	Nathan Vickroy	1000 S Milton Rd	Flagstaff	86001-6304	928/779-9111

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

AZ	OPR	Kimberly Caballero	2533 S Market St	Gilbert	85295-1300	480/814-7200
AZ	OPR	Troy Seavers	5908 W Thunderbird Rd	Glendale	85306-4140	602/283-4848
AZ	OPR	Bruce Ploeser	1466 N Dysart Rd	Goodyear	85395-2615	623/536-0241
AZ	OPR	Brandon Barrett	905 N Dobson Rd	Mesa	85201-7573	480/834-0573
AZ	OPR	Josh Lindsey	4908 S Power Rd	Mesa	85212-3602	480/988-6252
AZ	OPR	Robert Ervin	6707 E McKellips Rd	Mesa	85215-2958	480/641-1903
AZ	OPR	Travis Cranford	1664 S Stapley Dr	Mesa	85204-6661	480/892-9714
AZ	TMP	Wesley Lyon	6555 E Southern Ave Ste 2012	Mesa	85206-3725	480/981-1858
AZ	OPR	Leo Lichter	16657 N 83rd Ave	Peoria	85382-5807	623/878-0885
AZ	OPR	Chris Hall	1601 E Camelback Rd	Phoenix	85016-3901	602/264-4450
AZ	OPR	Daniel Trotter	7000 E Mayo Blvd Bldg 2	Phoenix	85054-6158	480/419-6039
AZ	OPR	David McGrew	3111 W Peoria Ave	Phoenix	85029-5207	602/595-4003
AZ	OPR	Jeff Myles	3001 W Agua Fria Fwy	Phoenix	85027-3926	623/581-3277
AZ	OPR	Katie Higgins	1850 W Bethany Home Rd	Phoenix	85015	602/654-1850
AZ	OPR	Lourdes Hatten	12031 N Tatum Blvd	Phoenix	85028-1605	602/923-0388
AZ	OPR	Matthew Richardson	401 E Jefferson St	Phoenix	85004-2438	
AZ	OPR	Matthew Richardson	4105 N 44th St	Phoenix	85018-4216	602/840-4566
AZ	OPR	Russ Johnson	5035 E Ray Rd	Phoenix	85044-6407	480/961-6006
AZ	OPR	Stefan Bringas	7650 S 24th Street	Phoenix	85042	602/268-1257
AZ	OPR	Sarah Rodriguez	5773 E State Route 69	Prescott Valley	86314-2801	928/778-0112
AZ	OPR	Jason Purvis	20455 E Rittenhouse Rd	Queen Creek	85142-4476	480/834-0757
AZ	OPR	Chris Gammel	14995 N 87th St	Scottsdale	85260-2665	480/922-4540
AZ	OPR	Jesse Summer	10652 N 89th Pl	Scottsdale	85260-6753	480/404-6798
AZ	TMP	Brett McKinnon	13725 W Bell Rd	Surprise	85374-3871	623/584-7795
AZ	OPR	Brandon Barrett	25 W University Dr	Tempe	85281-3637	480/968-6899
AZ	OPR	Andres Romo-Teran	1188 W. Irvington Road	Tucson	85714	520/741-2280
AZ	OPR	Brian White	3943 W Ina Rd	Tucson	85741-2206	520/744-6269
AZ	OPR	Dave Carrell	6675 E Grant Rd	Tucson	85715-3804	520/305-4407
AZ	OPR	Matt Hountz	3605 E Broadway Blvd	Tucson	85716-5400	520/321-4232
AZ	TMP	Travis Kuhn	4585 N Oracle Rd	Tucson	85705-1637	520/408-2456
AZ	OPR	Gabe Shaw	1935 E 16th St	Yuma	85365-2104	928/783-4321
CA	OPR	David Nesson	26861 Aliso Creek Rd	Aliso Viejo	92656-3375	949/425-1685
CA	OPR	Austin Wiersma	400 S Baldwin Ave Ste 738L	Arcadia	91007-1945	626/254-7470
CA	OPR	Jamie Gorostiza	2755 Grass Valley Hwy	Auburn	95603-2530	530/887-8302
CA	OPR	Carlos Mayen Solorzano	900 E Alosta Ave	Azusa	91702-2709	626/334-7600
CA	OPR	Troy Hess	5260 Stockdale Hwy	Bakersfield	93309-2646	661/327-5260
CA	OPR	Christina Hartmann	1647 E Imperial Hwy	Brea	92821-5835	714/674-0233
CA	OPR	Steve Hollins	5960 Orangethorpe Ave	Buena Park	90620-1262	714/994-2442
CA	OPR	Steve Hollins	8161 La Palma Ave	Buena Park	90620-3203	714/994-2442
CA	OPR	Kenny Schopp	3113 W Olive Ave	Burbank	91505-4540	818/841-1588
CA	OPR	Craig Stokes	8300 Topanga Canyon Blvd	Canoga Park	91304-2342	818/539-1982
CA	OPR	Chris McGalliard	20501 Avalon Blvd	Carson	90746-3213	310/956-9625
CA	OPR	Robert Hensen	18605 Gridley Rd	Cerritos	90703-5407	562/924-9408
CA	OPR	David Dinasan	3640 Grand Ave	Chino Hills	91709-1474	909/628-4000
CA	OPR	Mandy McGahee	2089 Olympic Pkwy	Chula Vista	91915-1356	619/482-6719
CA	OPR	Bob Sun	1542 S Azusa Ave	City Of Industry	91748-1603	626/581-9788
CA	OPR	Bob Sun	21550 Valley Blvd	City Of Industry	91789-5241	909/598-6300
CA	OPR	Shawn York	3555 Grand Oaks	Corona	92881-4634	951/898-0608
CA	OPR	Shawn York	450 Hidden Valley Pkwy	Corona	92879-8600	951/279-4555
CA	OPR	Justin Van Schoick	3181 Harbor Blvd	Costa Mesa	92626-2555	714/435-0145
CA	OPR	Susanna Choe	6 Serramonte Ctr	Daly City	94015-2345	650/464-3934
CA	OPR	Josiah Borg	8613 Firestone Blvd	Downey	90241-5242	562/923-8866

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

CA	OPR	Josiah Borg	8900 Imperial Highway	Downey	90242	562/417-2661
CA	OPR	Grace Chang	5080 Hamner Ave	Eastvale	91752-1009	951/790-0211
CA	OPR	Carol Ruiz	740 N Pacific Coast Hwy	El Segundo	90245-3424	310/647-3181
CA	OPR	Nathan Freeman	8430 Bond Rd	Elk Grove	95624-9457	916/714-0744
CA	OPR	Danny Putnam	194 N El Camino Real	Encinitas	92024-2890	760/436-2622
CA	OPR	Alyson Perry	17660 Ventura Blvd	Encino	91316-3742	818/881-8287
CA	OPR	Jordan Ciervo	1290 Auto Park Way	Escondido	92029-2232	760/738-9200
CA	OPR	Aaron Eddy	1750 Travis Blvd	Fairfield	94533-3431	707/421-9631
CA	OPR	Matt Crane	2679 E Bidwell St	Folsom	95630-6404	916/817-2697
CA	OPR	Julie Thornsberry	26792 Portola Pkwy	Foothill Ranch	92610-1712	949/699-3881
CA	OPR	Dan Kosin	5245 Mowry Ave	Fremont	94538-1056	510/608-5771
CA	OPR	Dan Kosin	5539 Auto Mall Pkwy	Fremont	94538-5128	510/353-1678
CA	OPR	Peter Marthedal	765 E Shaw Ave	Fresno	93710-7705	559/226-1967
CA	OPR	Sonja Middleton	8040 N Blackstone Ave	Fresno	93720-1544	559/432-3622
CA	OPR	Rick Cordy	151 E Orangethorpe Ave	Fullerton	92832-3016	714/278-9888
CA	OPR	Philip Myers	16210 Crenshaw Blvd	Gardena	90249-4835	310/243-2910
CA	OPR	Robert Peterson	807 Americana Way	Glendale	91210-1509	747/273-0887
CA	OPR	Carlos Mayen Solorzano	1247 S Lone Hill Ave	Glendora	91740-4507	909/394-3000
CA	OPR	Wade Roepke	4040 Douglas Blvd	Granite Bay	95746-5900	916/773-0737
CA	OPR	Craig Takata	4127 Campus Dr	Irvine	92612-2645	949/725-0230
CA	OPR	Jarrold McBride	13490 Jamboree Rd	Irvine	92602-2308	949/880-6627
CA	TMP	William Keefer	6428 Irvine Blvd	Irvine	92620-2104	949/551-4232
CA	OPR	Thomas Purtell	1801 W Imperial Hwy	La Habra	90631-6969	562/398-4176
CA	OPR	Rick Preciado	8200 Parkway Dr	La Mesa	91942-2406	619/465-4812
CA	OPR	Mark Puranaputra	14303 Firestone Blvd	La Mirada	90638-5536	714/521-5400
CA	OPR	Mark Howery	27712 Antonio Pkwy	Ladera Ranch	92694-1135	949/444-4001
CA	OPR	Beth Scott	24011 El Toro Rd	Laguna Hills	92653-3103	949/458-3544
CA	OPR	Mark Howery	28201 Crown Valley Pkwy	Laguna Niguel	92677-1461	949/448-8447
CA	OPR	Cameron Goettsche	18601 Dexter Ave	Lake Elsinore	92532-2241	951/471-1123
CA	OPR	Robert Hensen	4895 Candlewood St	Lakewood	90712-1832	562/408-2543
CA	TMP	Tyler McCain	1754 N Livermore Ave	Livermore	94551-7830	925/273-7555
CA	OPR	John Howard	7681 Carson Blvd	Long Beach	90808-2367	562/425-4232
CA	OPR	Kristie Bergstrom	3290 Atlantic Avenue	Long Beach	90807	562/270-6221
CA	OPR	Kristie Bergstrom	4401 E Pacific Coast Hwy	Long Beach	90804-2117	562/494-7310
CA	TMP	Amber Eaves	10250 Santa Monica Blvd Ste FC4	Los Angeles	90067-6482	310/557-9661
CA	OPR	Andrew Park	3758 S Figueroa St	Los Angeles	90007-4315	213/747-8721
CA	OPR	Eric Kim	900 Westwood Blvd	Los Angeles	90024-2905	310/443-8900
CA	OPR	Erica Hartfield	2310 S La Cienega Blvd	Los Angeles	90034-1610	310/845-7020
CA	OPR	Jeremiah Cillpam	1011 N Western Ave	Los Angeles	90029-2309	323/957-3045
CA	OPR	Jeremiah Cillpam	6750 W Sunset Blvd	Los Angeles	90028-7117	323/533-1079
CA	OPR	Julian Hollar	11750 Jefferson Blvd	Los Angeles	90230-6308	310/391-8364
CA	TMP	Kelsey Anderson	660 S Figueroa St Ste 100	Los Angeles	90017-3573	213/624-2001
CA	OPR	Stanley Webster	6801 S La Cienega Blvd	Los Angeles	90045-2012	310/995-8877
CA	OPR	Micah Payton	1405 E Yosemite Ave	Manteca	95336-5005	209/239-2000
CA	OPR	Chris Johnson	755 E Calaveras Blvd	Milpitas	95035-5435	408/404-4314
CA	OPR	Morris Li	5000 Market Place Dr	Monterey Park	91755-7426	323/726-6801
CA	OPR	Jenny Jones	24794 Madison Ave	Murrieta	92562-9726	951/677-5173
CA	OPR	Michael Gonzales	400 Mile of Cars Way	National City	91950-8536	619/505-9103
CA	OPR	Craig Takata	401 Newport Center Dr Ste A108	Newport Beach	92660-6963	949/719-0664
CA	TMP	Jon-Paul Reed	18521 Devonshire St	Northridge	91324-1308	818/741-1234
CA	TMP	Savannah Jordan	8875 Tampa Ave	Northridge	91324-3520	818/882-3106
CA	OPR	Farid Khansarinia	12555 Imperial Hwy	Norwalk	90650-3136	562/466-0000

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

CA	OPR	Justin Bradley	35 Rowland Way	Novato	94945-5001	415/328-1771
CA	OPR	Adam Hoffman	3475 Marron Rd	Oceanside	92056-4673	760/576-3128
CA	OPR	Christine Garcia	4350 Ontario Mills Pkwy	Ontario	91764-5106	909/490-5203
CA	OPR	Kendall Benson	202 S Main St	Orange	92868-3844	714/794-3050
CA	OPR	Larry Worsham	2575 N Tustin St	Orange	92865-3002	714/685-1707
CA	OPR	Matt Ellenberg	2040 N Rose Ave	Oxnard	93036-5052	805/988-9232
CA	OPR	David Peck	73070 Dinah Shore	Palm Desert	92211	760/636-8042
CA	TMP	Melody Rogers	732 W Rancho Vista Blvd	Palmdale	93551-3713	661/947-7700
CA	OPR	Adaobi Gwacham	1700 E Colorado Blvd	Pasadena	91106-2115	626/793-7636
CA	OPR	Ricardo Ortiz-Chavez	1688 N Perris Blvd # K	Perris	92571-4709	951/657-0505
CA	OPR	C.R. May	9001 Whittier Blvd	Pico Rivera	90660-2409	562/245-3871
CA	OPR	Mark Brugh	4717 Century Blvd	Pittsburg	94565-7109	925/753-1186
CA	OPR	Aaron Clifford	5785 Johnson Dr	Pleasanton	94588-8002	925/331-8384
CA	OPR	Jason Dyer	13464 Poway Rd	Poway	92064-4714	858/668-3434
CA	OPR	Liviu Vizitiu	2354 Sunrise Blvd	Rancho Cordova	95670-4343	916/853-9100
CA	OPR	Osaar Rasshan	12190 Foothill Blvd	Rancho Cucamonga	91739-9335	909/899-4707
CA	OPR	Ahab Alhindi	1477 Hilltop Dr Unit H1	Redding	96003-4192	530/319-7361
CA	OPR	William Crum	27520 W Lugonia Ave	Redlands	92374-2017	909/307-8719
CA	OPR	Jeremy Simpson	1919 Artesia Blvd	Redondo Beach	90278-2907	310/697-3339
CA	OPR	Reagan Collier	536 Whipple Ave	Redwood City	94063-1124	650/701-0471
CA	OPR	Dave Rodriguez	1150 West Renaissance Parkway	Rialto	92376	909/235-4151
CA	OPR	Jason Molinari	2885 Canyon Springs Pkwy	Riverside	92507-0907	951/656-6503
CA	OPR	Justin Beard	3640 Central Ave	Riverside	92506-5902	951/300-2029
CA	OPR	Jason Dyer	4600 Sierra College Blvd	Rocklin	95677-3801	916/652-7525
CA	OPR	Jas Bains	5080 Redwood Dr	Rohnert Park	94928-7905	707/585-7462
CA	OPR	Ben Lavin	912 Pleasant Grove Blvd	Roseville	95678-6126	916/773-5558
CA	OPR	Eric Mason	4644 Madison Ave	Sacramento	95841-2515	916/344-0100
CA	OPR	Grayson Tanner	8104 Delta Shores Cir S	Sacramento	95832-9100	916/665-2481
CA	OPR	Joshua Paul	2101 Alta Arden Expy	Sacramento	95825-2221	916/922-2814
CA	OPR	Jordan Chroman	1800 Northridge Mall	Salinas	93906-2055	831/443-2023
CA	OPR	Erik Baker	495 W Avenida Vista Hermosa	San Clemente	92672	949/486-6023
CA	OPR	Eric Zuidema	17115 Camino Del Sur	San Diego	92127-2536	858/759-1865
CA	OPR	Gage Mercer	5323 Mission Center Rd	San Diego	92108-1301	619/213-1565
CA	OPR	Glenn Murdock	5955 Balboa Ave	San Diego	92111-2711	858/277-3333
CA	OPR	Jared Ciervo	9370 Scranton Rd	San Diego	92121-1752	858/450-4417
CA	OPR	Jon Tucker Mares	804 Dennery Rd	San Diego	92154-8472	619/743-9117
CA	OPR	Kyle Weston	11670 Carmel Mountain Rd	San Diego	92128-4621	858/613-0573
CA	OPR	Matt Hughes	3570 Sports Arena Blvd	San Diego	92110-4919	619/758-1555
CA	OPR	Tyler Lunn	10750 Camino Ruiz	San Diego	92126-2305	858/566-7800
CA	OPR	Josh Mott	1162 Blossom Hill Rd	San Jose	95118-3113	408/978-7705
CA	OPR	Shannon Balderas	2280 Monterey Hwy	San Jose	95112-6014	408/975-6102
CA	OPR	Will Wong	53 Headquarters Dr	San Jose	95134-1357	408/526-0600
CA	TMP	Zach Jones	5815 Silver Creek Valley Place	San Jose	95138-1059	408/365-2975
CA	OPR	Chris Lewis	31872 Del Obispo St	San Juan Capistrano	92675-3204	949/392-2647
CA	OPR	Jordan Ciervo	587 Grand Ave	San Marcos	92078-1234	760/736-8105
CA	OPR	Peter Brakke	1701 N Tustin Avenue	Santa Ana	92705	714/662-9599
CA	OPR	Tony Stewart	3601 S Bristol St	Santa Ana	92704-7301	714/540-0020
CA	OPR	Travis Collins	3707 State St	Santa Barbara	93105-3103	805/687-0450
CA	OPR	Joe Cho	1950 El Camino Real	Santa Clara	95050-4161	408/551-0201
CA	OPR	Tom Williams	24180 Magic Mountain Pkwy	Santa Clarita	91355-3914	661/799-3663
CA	OPR	Joey Hickox	605 E Betteravia Rd	Santa Maria	93454-7025	805/347-1044
CA	OPR	Eddie Brown Jr.	2207 Lincoln Blvd	Santa Monica	90405-1320	310/392-2499

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

CA	OPR	Chris Medford	1452 Mendocino Ave	Santa Rosa	95401-4314	707/542-2456
CA	OPR	Zach Zimmerman	9418 Mission Gorge Rd	Santee	92071-3847	619/562-0774
CA	OPR	Scott Carr	12101 Seal Beach Blvd	Seal Beach	90740-2633	562/430-3060
CA	OPR	Josh Alexander	2460 Sycamore Dr	Simi Valley	93065-2302	805/297-3252
CA	OPR	Amber Thomas	931 Sweetwater Rd	Spring Valley	91977-4837	619/940-6064
CA	OPR	April Farage	2628 W March Ln	Stockton	95207-6523	209/477-5936
CA	OPR	Arnold Chong	550 W El Camino Real	Sunnyvale	94087-1210	408/830-9940
CA	OPR	Jim Toth	40531 Margarita Rd	Temecula	92591-2859	951/296-6467
CA	OPR	Josh Young	449 N Moorpark Rd	Thousand Oaks	91360-3706	805/379-1611
CA	TMP	Brandon Burnett-Foster	21821 Hawthorne Blvd	Torrance	90503-7003	310/542-4636
CA	OPR	Ermias Ghebregzghi	819 W Carson St	Torrance	90502-2108	310/870-7047
CA	TMP	Jacob Brown	24630 Crenshaw Blvd	Torrance	90505-5307	310/561-7724
CA	OPR	Jeremy Simpson	18200 Hawthorne Blvd	Torrance	90504-4509	310/371-7320
CA	OPR	Adam Goodman	2889 Park Ave	Tustin	92782-2711	714/258-1400
CA	OPR	Ed Hawkins	1949 N Campus Ave	Upland	91784-1667	909/931-7123
CA	OPR	Josh Parker	2081 Harbison Dr	Vacaville	95687-3911	707/447-1269
CA	OPR	Ignacio Eraso	1191 Admiral Callaghan Ln	Vallejo	94591-3701	707/648-7001
CA	OPR	Amanda Halligan	4050 Lincoln Blvd	Venice	90292-5614	310/301-3330
CA	OPR	Robert Shaffer	1321 Eastman Ave	Ventura	93003-6467	805/339-0977
CA	OPR	Kyle Zimmerman	12180 Mariposa Rd	Victorville	92395-6006	760/355-6637
CA	OPR	Luis Gomez	475 Hacienda Dr	Vista	92081-6687	760/607-9373
CA	OPR	Brent Allen	2750 N Main St	Walnut Creek	94597-2732	925/295-0780
CA	OPR	Danny Hernandez	200 S Vincent Ave	West Covina	91790-2905	626/210-2693
CA	TMP	Nyan Cianciosa	6400 Fallbrook Ave	West Hills	91307-3553	818/912-6118
CA	OPR	Steven Richardson	3771 E Thousand Oaks Blvd	Westlake Village	91362-3607	805/379-0790
CA	OPR	Blake Wohlgemuth	16388 Beach Blvd	Westminster	92683-7858	714/847-3847
CA	OPR	Thomas Purtell	15600 Whittier Blvd	Whittier	90603-1371	562/902-1550
CA	OPR	Dream Wright	20101 Ventura Blvd	Woodland Hills	91364-2545	818/703-3002
CA	OPR	Kelley Mauga	22450 Old Canal Rd	Yorba Linda	92887-4638	714/685-9402
CA	OPR	Chris Redmon	31479 Avenue E	Yucaipa	92399-1604	909/321-2800
CO	OPR	Lori Chalmers	5236 Wadsworth Byp	Arvada	80002-3730	303/420-3000
CO	OPR	Sheri O'Leary	7809 Wadsworth Blvd	Arvada	80003-2107	303/456-1700
CO	OPR	Adam Bridge	5600 S Parker Rd	Aurora	80015-1110	303/766-9170
CO	OPR	Karen Arangua	14310 E Alameda Ave	Aurora	80012-2520	303/366-0779
CO	OPR	Matt Williams	3444 N Salida Ct	Aurora	80011-5029	720/990-8100
CO	OPR	Shane Weeks	24400 E Smoky Hill Rd	Aurora	80016-1385	303/690-4110
CO	OPR	Tate Smith	1198 S Havana St	Aurora	80012-4008	303/745-7872
CO	OPR	Vickie Halbritter	2035 Prairie Center Pkwy	Brighton	80601-7015	303/655-1404
CO	OPR	Scott Wehn	4260 W 121st Ave	Broomfield	80020-5661	720/881-7987
CO	OPR	Joe Weber	346 Metzler Dr	Castle Rock	80108-7682	303/660-0999
CO	OPR	Joe Weber	6353 Promenade Pkwy	Castle Rock	80108-1923	303/663-7359
CO	OPR	Cody Schoenly	6907 S University Blvd Ste 201	Centennial	80122-1516	303/795-0049
CO	TMP	Matt Jeffcoat	1620 S Nevada Ave	Colorado Springs	80905-2222	719/632-6376
CO	OPR	Randy Watson	575 Garden of the Gods Rd	Colorado Springs	80907-3501	719/531-7320
CO	OPR	Rob Taylor	3710 Bloomington St	Colorado Springs	80922-3200	719/596-3577
CO	OPR	Rob Taylor	5905 Dublin Blvd	Colorado Springs	80923-7474	719/597-6008
CO	OPR	Ryan Saxby	7990 N Academy Blvd	Colorado Springs	80920-3902	719/598-4646
CO	OPR	Trace Gutteridge	391 Spectrum Loop	Colorado Springs	80921-3800	719/487-9790
CO	OPR	Tucker Braun	505 N Academy Blvd	Colorado Springs	80909-8300	719/785-0565
CO	TMP	Austin Morrow	430 S Colorado Blvd	Denver	80246-1207	303/333-3828
CO	OPR	Daniel Andrews	2710 S Colorado Blvd	Denver	80222-6602	303/757-4320
CO	OPR	Jason Sutton	3601 Quebec St	Denver	80207-1605	303/355-2221



# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

CO	OPR	Kevin Brock	3725 E Colfax Ave	Denver	80206-1810	303/377-1117
CO	OPR	Tate Smith	7785 E Hampden Ave	Denver	80231-4806	303/755-4000
CO	OPR	Dan Courtois	1901 Sheridan Blvd	Edgewater	80214-1325	303/274-3699
CO	OPR	Daniel Andrews	3085 S Broadway	Englewood	80113-1528	303/781-1115
CO	OPR	Scott Wehn	10280 Federal Blvd	Federal Heights	80260-6171	720/887-1676
CO	OPR	Stevan Stein	3605 S College Ave	Fort Collins	80525-3009	970/377-9644
CO	OPR	Kyle Morgan	7925 Fountain Mesa Rd	Fountain	80817-1535	719/312-3123
CO	OPR	Joe Walsh	522 Bogart Ln	Grand Junction	81505-7113	970/241-0352
CO	OPR	Ken Rotramel	4555 Centerplace Dr	Greeley	80634-3757	970/330-4421
CO	OPR	Craig Goettsche	9331 E Arapahoe Rd	Greenwood Village	80112-3606	303/706-0106
CO	OPR	Azim Khan	950 Cpl Max Donahue Ln	Highlands Ranch	80129-2312	303/470-1300
CO	OPR	Chris Brock	3700 E Highlands Ranch Pkwy	Highlands Ranch	80126-7804	303/346-0010
CO	OPR	Frank Johnson	14730 W Colfax Ave	Lakewood	80401-3200	303/271-1131
CO	OPR	Matt Zuschlag	565 S Vance St	Lakewood	80226-3308	303/927-6303
CO	OPR	John Barker	5260 S Wadsworth Blvd	Littleton	80123-2226	720/922-1999
CO	OPR	Lauren Plain	7301 S Santa Fe Dr Unit 900	Littleton	80120-2976	303/797-9564
CO	OPR	Lauren Plain	9976 W Remington Pl	Littleton	80128-9282	720/922-2070
CO	OPR	Michael Clancey	9091 Westview Rd	Lone Tree	80124-5134	303/790-9891
CO	OPR	Wade Voyles	8515 Park Meadows Center Dr	Lone Tree	80124-5012	303/649-2113
CO	OPR	Brent Gooch	215 Ken Pratt Blvd	Longmont	80501-8991	303/772-9642
CO	OPR	Todd Orlando	1545 Rocky Mountain Ave	Loveland	80538-8715	970/593-0044
CO	OPR	Don Griffin	9335 Crown Crest Blvd	Parker	80138-8573	303/805-8575
CO	OPR	Sydney Miller	1535 W US Highway 50	Pueblo	81008-1643	719/424-3838
CO	OPR	John Barker	4090 River Point Pkwy	Sheridan	80110-3316	303/781-0264
CO	OPR	Nathan Anderson	2580 Coalton Rd	Superior	80027-4632	303/410-7050
CO	OPR	Barrie Goettsche	16670 Washington St	Thornton	80023-8963	303/450-3322
CO	OPR	Scott Wehn	1301 E 120th Ave	Thornton	80233-5714	720/889-1471
CO	OPR	Stevan Stein	4531 Weitzel St Timnath CO80547	Timnath	80547-4417	970/482-4183
CO	OPR	Wes Yahara	14275 Orchard Pkwy	Westminster	80023-9278	303/280-9687
CT	OPR	Devon Scanlon	156 Federal Rd	Brookfield	06804-2515	203/775-7976
CT	OPR	Rich Beattie	7 Backus Ave	Danbury	06810-7422	203/796-1037
CT	OPR	Colby Webb	25 Hazard Ave	Enfield	06082-3725	860/253-0469
CT	OPR	Jordan Snook	2941 Main St	Glastonbury	06033-1028	860/633-0800
CT	OPR	Alex Ottaway	1428 Pleasant Valley Rd	Manchester	06042-8761	860/812-0307
CT	OPR	Bobbi Stewart	3240 Berlin Tpke	Newington	06111-4628	860/665-0048
CT	OPR	Sarah Gaudiano	560 Universal Dr N	North Haven	06473	203/234-0300
CT	OPR	Archer Bullock	467 Connecticut Ave	Norwalk	06854	203/831-0196
CT	OPR	Mike Hartman	801 Queen St	Southington	06489-1507	860/276-0500
CT	OPR	Todd Langston	1098 N Colony Rd	Wallingford	06492-1728	203/265-4747
CT	OPR	Daryl Jackson	509 New Park Ave	West Hartford	06110-1326	860/461-1691
DC	OPR	Alan Thompson	220 Riggs Rd NE	Washington	20011-2410	202/774-2085
DC	OPR	Andrew Smith	1214 18th St NW	Washington	20036-2538	202/296-3000
DC	OPR	Earl Ishmal	1401 Maryland Ave NE	Washington	20002-5036	202/388-3500
DC	OPR	Jessie Chesson	2410 Market St NE	Washington	20018-3851	202/832-0528
DC	OPR	Kristen McCray	4505 Wisconsin Ave NW	Washington	20016-4619	202/244-4514
DC	OPR	Treh Haynes	3100 14th St NW	Washington	20010-2415	202/986-3290
DE	OPR	Adam Marcus	1101 Quintilio Dr	Bear	19701-6003	302/834-4816
DE	OPR	Ron DiFava	4044 S Dupont Hwy	Camden	19934-1370	302/697-6150
DE	TMP	DeShawn Taylor	1440 N Dupont Hwy	Dover	19901-2213	302/736-5226
DE	OPR	Kevin Wood	701 S Ridge Ave	Middletown	19709-4653	302/376-7700
DE	OPR	Zach Hayes	698 N Dupont Blvd # C	Milford	19963-1002	302/422-8825
DE	OPR	Tim Sweetman	30141 Commerce Dr	Millsboro	19966-3591	302/217-1099

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

DE	OPR	Adam Marcus	107 S Dupont Hwy	New Castle	19720-4127	302/834-4816
DE	OPR	Adam Marcus	204 Christiana Mall	Newark	19702-3204	302/737-3200
DE	OPR	Luke Trader	4657 Ogletown Stanton Rd	Newark	19713-2006	302/737-3400
DE	OPR	Jacob Digges	19531 Coastal Hwy	Rehoboth Beach	19971-6139	302/212-2170
DE	OPR	Mike Vonhof	22932 Sussex Hwy	Seaford	19973-5868	302/628-3003
DE	OPR	Allie Stephenson	4737 Concord Pike Ste 760	Wilmington	19803-1452	302/478-7763
DE	OPR	Kate Sweers	3260 Kirkwood Hwy	Wilmington	19808-6130	302/394-6224
FL	TMP	Chase Castellano	451 E Altamonte Dr	Altamonte Springs	32701-4613	407/834-6669
FL	OPR	Frank Yurchak	234 W State Road 436	Altamonte Springs	32714-4202	407/786-2274
FL	OPR	Melanie Holland	3050 E Semoran Blvd	Apopka	32703-5940	407/865-7071
FL	OPR	James Probe	21175 Biscayne Blvd	Aventura	33180-1215	305/509-6652
FL	OPR	Paul Kiedis	6000 Glades Rd Ste 1166C	Boca Raton	33431-7255	561/347-1622
FL	OPR	Paul Kiedis	9536 Glades Rd	Boca Raton	33434-3945	561/232-3572
FL	OPR	Justin Mize	1560 W Boynton Beach Blvd	Boynton Beach	33436-4602	561/752-0790
FL	OPR	Justin Mize	8796 Boynton Beach Blvd	Boynton Beach	33472-4423	561/536-2256
FL	OPR	Jonathan Ith	5206 73rd Ln E	Bradenton	34203-8912	941/751-9993
FL	OPR	Nathan Hoeksema	4573 14th St W	Bradenton	34207-1429	941/727-7313
FL	TMP	Bryan White	519 Brandon Town Center Mall	Brandon	33511-4725	813/654-6769
FL	OPR	Jeff Jones	1504 E Brandon Blvd	Brandon	33511-5625	813/661-2300
FL	OPR	Paul Holmberg	11325 Causeway Blvd	Brandon	33511-2904	813/655-1237
FL	OPR	John Mitten	13143 Cortez Blvd	Brooksville	34613-7802	352/596-2826
FL	OPR	Billy Cossette	1790 NE Pine Island Rd	Cape Coral	33909-1734	239/242-8748
FL	OPR	Ricardo Sanchez	15801 N Dale Mabry Hwy	Carrollwood	33618-1646	813/269-0717
FL	OPR	Gus Mir	3423 Ulmerton Rd	Clearwater	33762-4216	727/572-7775
FL	OPR	Russ Voor	2516 Gulf To Bay Blvd	Clearwater	33765-4411	727/723-1992
FL	OPR	Russ Voor	2525 Countryside Boulevard	Clearwater	33761	727/791-1808
FL	OPR	Andrew Gaddie	644 US Highway 27	Clermont	34714-8908	352/243-2909
FL	OPR	Rocky DeStefano	16110 Hammock Ridge Road	Clermont	34711	352/241-8680
FL	OPR	Rocky DeStefano	2585 E Highway 50	Clermont	34711-6051	352/241-7076
FL	OPR	Brent Baillio	4670 N State Road 7	Coconut Creek	33073-3901	954/834-6877
FL	OPR	Samuel Poana	1341 N University Dr	Coral Springs	33071-8316	954/753-0779
FL	OPR	Kyle Schisler	3000 S Ferdon Blvd	Crestview	32536-8477	850/398-6995
FL	OPR	Rudy Neal	43568 Highway 27	Davenport	33837-6812	863/866-2007
FL	OPR	Felix Hodges	1900 S University Dr	Davie	33324-5849	954/472-1123
FL	OPR	Felix Hodges	5700 South University Drive	Davie	33328	954/680-1620
FL	OPR	Scott Fitzpatrick	15990 SW 41st St	Davie	33331-1544	954/384-5113
FL	OPR	Chris Kirby	100 N Williamson Blvd	Daytona Beach	32114-7129	386/252-8232
FL	OPR	Brent Baillio	3648 W Hillsboro Blvd	Deerfield Beach	33442-9405	954/570-0404
FL	OPR	Jamey Vance	2295 S Woodland Blvd	Deland	32720-8633	386/738-0062
FL	OPR	Erik Benitez	4775 W Atlantic Ave	Delray Beach	33445-3838	561/908-2721
FL	OPR	Susan Leffert	1800 S Federal Hwy	Delray Beach	33483-3311	561/265-0321
FL	OPR	Tripp Hill	1063 Highway 98 E	Destin	32541-2901	850/654-5534
FL	OPR	Victor Zaldivar	3995 NW 107th Ave	Doral	33178-1878	305/593-7881
FL	OPR	Allan Bradburn	21900 S Tamiami Trl	Estero	33928-3231	239/498-8700
FL	OPR	Billy McClarnon	80 Oxford Rd	Fern Park	32730-2103	321/444-6536
FL	OPR	Cary Arnold	1541 County Road 220	Fleming Island	32003-7926	904/264-3644
FL	OPR	Rolando Justiniano	2650 N Federal Hwy	Fort Lauderdale	33306-1422	888/582-8121
FL	OPR	Bruce Adkins	4752 Colonial Blvd	Fort Myers	33966-1034	239/936-6317
FL	OPR	Kevin van der Kooy	9980 Interstate Commerce Dr	Fort Myers	33913-8260	239/437-4800
FL	TMP	Rey Gonzalez	13610 S Tamiami Trl	Fort Myers	33912-1624	239/433-9030
FL	OPR	Sean Sanz	5560 Okeechobee Rd	Fort Pierce	34947	833/588-2699
FL	OPR	Matthew Sexton	743 Beal Pkwy NW	Fort Walton Beach	32547-3045	850/315-2697

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

FL	OPR	Landon Bentley	1340 W University Ave	Gainesville	32603-2308	352/376-4000
FL	OPR	Ray Holloway, III	3621 SW Archer Rd	Gainesville	32608-2412	352/373-9988
FL	OPR	Ray Holloway, III	3938 SW Archer Rd	Gainesville	32608-2342	352/373-9988
FL	OPR	Will Allen	6419 W Newberry Rd Ste G8	Gainesville	32605-4390	352/331-6691
FL	OPR	Nicole Mocerri	6275 Lantana Rd	Greenacres	33463-6714	561/296-4689
FL	OPR	John Stopper	310 Gulf Breeze Pkwy	Gulf Breeze	32561-4492	850/932-5400
FL	OPR	Cynthia Bowles	1600 W 49th St	Hialeah	33012-2931	786/422-1500
FL	OPR	Ben Bryant	7147 Philips Hwy	Jacksonville	32256-6801	904/281-1000
FL	OPR	Chuck Campbell	14020 Lunar Dr	Jacksonville	32218-7241	904/757-1430
FL	OPR	Darrell Crawford	4495 Roosevelt Blvd Ste 601	Jacksonville	32210-3387	904/387-1322
FL	OPR	Eric Gillis	3280 Oak Bluff Ln	Jacksonville	32257-6221	904/292-4668
FL	OPR	Jack Brown	4461 Southside Blvd	Jacksonville	32216-5402	904/646-9333
FL	OPR	Jason Walker	3814 University Blvd W	Jacksonville	32217-2202	904/712-6000
FL	OPR	Jeff Bucy	4625 Town Center Pkwy	Jacksonville	32246-7400	904/928-9498
FL	OPR	Jeff Wier	13672 Beach Blvd	Jacksonville	32224	904/992-2232
FL	OPR	Joe Mayo	9630 Applecross Rd	Jacksonville	32222-5818	904/908-4488
FL	OPR	Joel Parker	10300 Southside Blvd Ste 310	Jacksonville	32256-0746	904/363-1144
FL	OPR	Joel Parker	9980 Southside Blvd	Jacksonville	32256-0783	904/519-0505
FL	OPR	Melinda Sowers	13375 Atlantic Blvd	Jacksonville	32225-5569	904/221-0067
FL	OPR	Robert Kramer	9398 Atlantic Blvd	Jacksonville	32225-8219	904/724-4828
FL	OPR	Todd Coleman	590 Marsh Landing Pkwy	Jacksonville Beach	32250-5850	904/280-0255
FL	OPR	Nathan Buchanan	3278 NW Federal Hwy	Jensen Beach	34957-4442	772/692-2322
FL	OPR	Dave Koepsell	6050 W Irlo Bronson Memorial Hwy	Kissimmee	34747-4515	407/566-9808
FL	OPR	Renato Nascimento	4450 W Vine St	Kissimmee	34746-5315	407/787-3332
FL	OPR	Tim Lytle	3286 N John Young Pkwy	Kissimmee	34741-7549	407/935-0102
FL	OPR	Tyler Burkhead	7891 W Irlo Bronson Memorial Hwy	Kissimmee	34747-1739	407/787-4001
FL	OPR	Michael Sexton	3200 W US Highway 90	Lake City	32055-4723	386/438-5549
FL	OPR	Steven Schrieber	4420 W Lake Mary Blvd	Lake Mary	32746-3351	407/333-8875
FL	OPR	Neil Hannon	1262 Northlake Blvd	Lake Park	33403-2050	561/842-5805
FL	TMP	Drew Kelly	3800 US Highway 98 N Ste 692	Lakeland	33809-3828	863/859-4444
FL	OPR	Scott Brickhouse	4132 US Highway 98 N	Lakeland	33809-3831	863/940-2828
FL	OPR	Scott Brickhouse	4625 S Florida Ave	Lakeland	33813-2123	863/607-9300
FL	TMP	Morgan Newman	10075 Ulmerton Rd	Largo	33771-4241	727/303-3155
FL	OPR	Britt Young	2349 Sun Vista Dr	Lutz	33559-6813	813/909-0953
FL	OPR	Bryan Watson	1700 W New Haven Ave Ste 407	Melbourne	32904-3985	321/984-0637
FL	OPR	Mike Urso	3865 N Wickham Rd	Melbourne	32935-2310	321/433-5866
FL	OPR	Mike Urso	8300 N Wickham Rd	Melbourne	32940-7969	321/751-0801
FL	OPR	Mike Weeks	2955 Viera Boulevard	Melbourne	32940	321/636-3535
FL	OPR	Kersh Peterson	785 E Merritt Island Cswy	Merritt Island	32952-3516	321/765-9877
FL	OPR	Justin Lindsey	12100 SW 88th St	Miami	33186-2004	305/901-6010
FL	OPR	Karyna Kaufmann	7535 N Kendall Dr Ste 1440A	Miami	33156-7881	305/661-1173
FL	OPR	Mauricio Leon	9301 W Flagler St	Miami	33174-2407	305/553-5497
FL	OPR	Thomas Overby	1410 NW North River Dr	Miami	33125-2657	786/864-0400
FL	OPR	Tony Sampayo	16100 NW 57th Ave	Miami Lakes	33014-6715	305/512-4501
FL	OPR	Joe Mayo	1710 Blanding Blvd	Middleburg	32068-3836	904/291-8220
FL	OPR	Fred Capewell	3211 SW 160th Ave	Miramar	33027-4215	954/433-3890
FL	OPR	Jude Hodges	12355 Miramar Parkway	Miramar	33025	954/449-6836
FL	OPR	Mike Ricks	52 Scenic Gulf Dr	Miramar Beach	32550-4929	850/846-6246
FL	OPR	Rick Powell	17240 US Highway 441	Mount Dora	32757-6712	352/385-0046
FL	OPR	Chip Hudson	8610 Addison Place Dr	Naples	34119-7832	239/307-6050
FL	TMP	John Traeger	1874 Tamiami Trl N Spc FC-7	Naples	34102-4813	239/263-2678
FL	OPR	P.J. Rodriguez	5825 Airport Pulling Rd N	Naples	34109-2029	239/594-9777

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

FL	OPR	Robb Schiefer	1348 John Sims Pkwy E	Niceville	32578-2208	850/279-6070
FL	OPR	Elias Feliz	820 N Miami Beach Blvd	North Miami Beach	33162-3701	786/746-6800
FL	OPR	Debbie Machtel	3100 SW College Rd	Ocala	34474-7446	352/237-1576
FL	OPR	Jeromy Williams	3445 SW College Rd	Ocala	34474-4429	352/854-2866
FL	OPR	Sidge Boast	10620 W Colonial Dr	Ocoee	34761-2902	407/654-0904
FL	OPR	Bill Fink	3740 Tampa Rd	Oldsmar	34677-6306	813/925-0117
FL	OPR	Jamey Vance	1141 Saxon Blvd	Orange City	32763-8470	386/774-8625
FL	OPR	Craig Phillips	1925 Wells Rd	Orange Park	32073-2326	904/541-1111
FL	OPR	Eric Johnson	4752 S Kirkman Rd	Orlando	32811-3643	407/295-9034
FL	OPR	Frank Yurchak	8673 Summit Centre Way	Orlando	32810-5908	407/475-0522
FL	OPR	Holly Rivera	12801 Narcoossee Rd	Orlando	32832-6924	407/233-4506
FL	OPR	Jed Vaughn	633 N Alafaya Trl	Orlando	32828-7045	407/281-8897
FL	OPR	Joe Addeo	9500 McKenna Dr	Orlando	32819-8868	407/757-7001
FL	OPR	John Naylor	4200 Conroy Rd Ste 245	Orlando	32839-2449	407/226-9949
FL	OPR	Jose Segarra	11350 University Blvd	Orlando	32817-2107	407/737-0003
FL	OPR	Kayley Jones	7333 W Sand Lake Rd	Orlando	32819-5263	407/370-9295
FL	OPR	Larry Smith	2885 S Orange Ave	Orlando	32806-5403	407/423-4933
FL	OPR	Matt Beach	4181 Millenia Blvd	Orlando	32839-6409	407/698-5550
FL	OPR	Mick Fish	6350 S Semoran Blvd	Orlando	32822-3205	407/816-0032
FL	OPR	Randy Parks	2448 E Colonial Dr	Orlando	32803-5027	407/896-0350
FL	OPR	Rick Rapson	1800 Sand Lake Rd	Orlando	32809-7630	407/856-0106
FL	OPR	Rock Guarisco	11709 Daryl Carter Parkway	Orlando	32821	407/379-1661
FL	OPR	Rock Guarisco	13448 State Road 535	Orlando	32821-6316	407/827-7032
FL	OPR	Tim Lytle	13085 S Orange Blossom Trl	Orlando	32837-6596	407/251-4612
FL	OPR	Tim Lytle	1500 Sand Lake Rd	Orlando	32809-7081	407/910-1177
FL	OPR	James Wood	1464 W Granada Blvd	Ormond Beach	32174-5919	386/673-6424
FL	OPR	Charlie Fish	32 E Mitchell Hammock Rd	Oviedo	32765-9783	407/365-7657
FL	OPR	Mark Nicholson	5023 Highway 90	Pace	32571-1503	850/995-9456
FL	OPR	Scott Washburn	1130 Malabar Rd SE	Palm Bay	32907-3253	321/499-4630
FL	OPR	Brittany Ainsworth	3101 Pga Blvd Ste L209	Palm Beach Gardens	33410-2816	561/624-0144
FL	OPR	Glen Efford	1000 Palm Coast Pkwy NW	Palm Coast	32137-4722	386/445-0399
FL	OPR	Dan Metzger	32800 US Highway 19 N	Palm Harbor	34684-3115	727/786-8545
FL	OPR	Don Adams	2275 Martin Luther King Jr Blvd	Panama City	32405-5320	850/640-3760
FL	OPR	Don Adams	900 W 23rd St	Panama City	32405-3927	850/481-1311
FL	OPR	Walt Rose	11428 Panama City Beach Pkwy	Panama City	32407-2453	850/234-9540
FL	OPR	Walt Rose	401 N Tyndall Pkwy	Panama City	32404-6126	850/872-1512
FL	OPR	Micah Garrett	11401 Pines Blvd Ste 466 (Inside Mall)	Pembroke Pines	33026-4105	954/895-4825
FL	OPR	Nick Cristantiello	12203 Pines Blvd (Outside Mall)	Pembroke Pines	33026-4119	954/392-9766
FL	OPR	Doug Bizerra	5020 Bayou Blvd	Pensacola	32503-2504	850/484-5521
FL	OPR	Kathy Worley	5100 N 9th Ave Rm J-928	Pensacola	32504-8735	850/477-7979
FL	OPR	Robert Barnes	1757 E Nine Mile Rd	Pensacola	32514-5729	850/484-4885
FL	OPR	Scott Fraser	510 N Navy Blvd	Pensacola	32507-2012	850/455-6100
FL	OPR	Gus Mir	7020 US Highway 19 N	Pinellas Park	33781-4601	727/525-7171
FL	OPR	Dawn Redmon	1101 Goldfinch Dr	Plant City	33563-1082	813/704-4020
FL	OPR	Jennifer Austin	8000 W Broward Blvd Ste 5005	Plantation	33388-0007	954/476-9425
FL	OPR	Efraim Silva	2250 N Federal Hwy	Pompano Beach	33062-1006	954/943-5855
FL	OPR	Edward Leslie	1814 Tamiami Trl	Port Charlotte	33948-1043	941/766-6106
FL	OPR	Shan Queen	1761 Dunlawton Ave	Port Orange	32127-4757	386/767-3377
FL	OPR	Jimmy Cristantiello	1611 NW St Lucie W Blvd	Port Saint Lucie	34986	772/204-2653
FL	OPR	Gabe Porrata	12810 Summerfield Crossing Boulevard	Riverview	33579	813/499-9933
FL	OPR	Wayne Efford	1752 US Highway 1 S	Saint Augustine	32084-6016	904/810-2201
FL	OPR	Wayne Efford	2244 State Road 16	Saint Augustine	32084-5878	904/808-8519

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

FL	OPR	Jason Whitfield	4360 13th St	Saint Cloud	34769-6723	407/891-6985
FL	OPR	David Neely	4241 4th St N	Saint Petersburg	33703-4724	727/502-9402
FL	TMP	Drew Hart	2257 Tyrone Sq	Saint Petersburg	33710-3950	727/381-2066
FL	OPR	Laurie Harris	2471 Tyrone Blvd N	Saint Petersburg	33710-3900	727/343-8645
FL	OPR	Steve Carroll	4590 W State Road 46	Sanford	32771-9009	407/878-6385
FL	OPR	James Young	5330 Clark Rd	Sarasota	34233-3227	941/926-1055
FL	OPR	Rick Michaels	8420 S Tamiami Trl	Sarasota	34238-2936	941/966-0024
FL	OPR	Tricia Mangrum	5384 Fruitville Rd	Sarasota	34232-6401	941/203-5156
FL	OPR	Gary Malanowski	10790 Park Blvd	Seminole	33772-5419	727/398-0777
FL	OPR	Tony Menendez	4623 Gulf Blvd	St Pete Beach	33706-2405	727/367-7038
FL	OPR	Nathan Buchanan	2930 SE Federal Hwy	Stuart	34994-5740	772/223-5442
FL	OPR	Alberto Eyzaguirre	12600 W Sunrise Blvd	Sunrise	33323-2916	954/846-1870
FL	TMP	Brooks Merrill	1500 Apalachee Pkwy Ste 1040	Tallahassee	32301-3053	850/878-1578
FL	OPR	Steve Elyea	3101 Capital Cir NE	Tallahassee	32308-3705	850/531-0720
FL	OPR	Steve Elyea	3455 Bannerman Rd	Tallahassee	32312	850/668-0138
FL	OPR	Terrial Lamm	299 S Magnolia Dr	Tallahassee	32301-2923	850/878-7095
FL	OPR	Terry Widener	1650 W Tennessee St	Tallahassee	32304-3435	850/262-8409
FL	OPR	Terry Widener	1775 W Tennessee St	Tallahassee	32304-3436	850/224-2112
FL	OPR	Terry Widener	2136 N Monroe St	Tallahassee	32303-4730	850/385-0599
FL	OPR	Javier Laguna	8190 W Commercial Blvd	Tamarac	33351-4328	954/741-9395
FL	OPR	Art Grossman	2223 N West Shore Blvd Ste FC202	Tampa	33607-7222	813/354-8100
FL	OPR	Art Grossman	609 S Dale Mabry Hwy	Tampa	33609-3948	813/873-1938
FL	OPR	Bob Clifton	3019 Cove Bend Dr	Tampa	33613-2730	813/866-7766
FL	OPR	Carlos Brito	2551 N Dale Mabry Hwy	Tampa	33607-2408	813/450-1832
FL	OPR	Denis Spradlin	2811 E Fowler Ave	Tampa	33612-6210	813/631-5110
FL	OPR	Denis Spradlin	3605 E Bougainvillea Ave	Tampa	33612-6433	
FL	OPR	Dustin LaChance	3678 W Gandy Blvd	Tampa	33611-2608	813/831-4203
FL	OPR	Jason Dittman	6299 W Waters Ave	Tampa	33634-1100	813/880-0808
FL	OPR	Jason Dittman	8019 Citrus Park Town Center Mall	Tampa	33625-3180	813/926-4888
FL	OPR	Jason Dittman	8465 W Hillsborough Ave	Tampa	33615-3807	813/838-6892
FL	OPR	Jim Gibson, III	17513 Bruce B Downs Blvd	Tampa	33647-3211	813/977-2659
FL	TMP	Joseph Oakley	241 Westshore Plz # A	Tampa	33609-1810	813/291-0615
FL	OPR	Denis Spradlin	5302 E Fowler Ave	Temple Terrace	33617-2222	813/914-0295
FL	OPR	Brian Mathes	730 N US Highway 441	The Villages	32159-3194	352/430-0223
FL	OPR	Brenda Stryjewski	9040 State Road 54	Trinity	34655-1812	727/834-8880
FL	OPR	Travis Biggs	5489 University Pkwy	University Park	34201-2012	941/263-3341
FL	OPR	Paul Holmberg	2010 Bloomingdale Ave	Valrico	33596-6113	813/571-0569
FL	OPR	Michael Kelley	6020 Elon Ln	Vero Beach	32966-1007	772/567-0222
FL	OPR	Rob Rabenecker	10300 Forest Hill Blvd Ste FC108	Wellington	33414-3132	561/333-4242
FL	OPR	Jim Larreau	28295 State Road 54	Wesley Chapel	33543-3225	813/402-4090
FL	OPR	Scott Washburn	835 Palm Bay Rd	West Melbourne	32904	321/733-7110
FL	OPR	Rob Morris	2070 Palm Beach Lakes Blvd	West Palm Beach	33409-6502	561/640-4144
FL	OPR	Rob Morris	6060 Okeechobee Blvd	West Palm Beach	33417-4326	561/242-9172
FL	OPR	Rob Rabenecker	206 S State Road 7	West Palm Beach	33414-4337	561/721-8650
FL	OPR	Sidge Boast	3166 Daniels Rd	Winter Garden	34787-7017	407/656-0721
FL	OPR	Caleb Easthon	143 Landings Blvd	Winter Haven	33880-3848	863/299-2697
FL	OPR	Bob Kyle	3391 University Blvd	Winter Park	32792-7428	407/673-9661
FL	TMP	Carolina Devine	700 S Orlando Ave	Winter Park	32789-4845	407/622-2445
FL	OPR	Bob Kyle	1454 Tuskawilla Rd	Winter Springs	32708-5201	407/696-8333
FL	OPR	Lita Fannin	464004 State Road 200	Yulee	32097-6339	904/491-5552
FL	OPR	Scott Amole	7490 Gall Blvd	Zephyrhills	33541-4310	813/702-1222
GA	OPR	Andy Duncan	1790 Mars Hill Rd NW	Acworth	30101-8091	770/514-9850

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

GA	OPR	Andy Duncan	3295 Cobb Pkwy NW	Acworth	30101-3938	770/966-8918
GA	OPR	K. J. Wari	2609 Dawson Rd	Albany	31707-1608	229/889-1166
GA	OPR	Colby Cameron	5180 Windward Pkwy	Alpharetta	30004-3841	770/410-3533
GA	OPR	David Thornsberry	2180 N Point Cir	Alpharetta	30022-6587	770/410-9393
GA	OPR	David Thornsberry	6085 N Point Pkwy	Alpharetta	30022-4888	770/667-8080
GA	OPR	John Crays	2720 Old Milton Pkwy	Alpharetta	30009	678/266-6212
GA	OPR	John Moraitakis	4285 State Bridge Rd	Alpharetta	30022-4449	770/521-2132
GA	OPR	Randall Brookshire	8475 Holcomb Bridge Rd	Alpharetta	30022-5318	770/640-8280
GA	OPR	MeriBeth McNeill	736 E Forsyth St	Americus	31709-3736	229/389-2775
GA	OPR	Alex Clark	3637 Atlanta Hwy	Athens	30606-3150	706/369-1806
GA	OPR	John Collette	1870 Epps Bridge Pkwy	Athens	30606-6146	706/369-9500
GA	OPR	Shane Todd	101 College Ave	Athens	30601-2804	706/546-1009
GA	OPR	Shane Todd	1870 Barnett Shoals Rd	Athens	30605-3011	706/549-0111
GA	OPR	Shane Todd	196 Alps Rd	Athens	30606-4085	706/613-7115
GA	OPR	Shane Todd	280 E Campus Rd	Athens	30602-0001	706/215-5924
GA	OPR	Alex Rodriguez	4350 Ashford Dunwoody Rd NE	Atlanta	30346-1504	770/351-6915
GA	OPR	Ben Rhodes	8433 Roswell Rd	Atlanta	30350-2834	770/642-6575
GA	OPR	Bryan Auton	1901 Peachtree Rd NE	Atlanta	30309-1230	404/355-2004
GA	OPR	Chris Darley	441 Martin Luther King Jr Dr NW	Atlanta	30313-1529	
GA	OPR	Cory Wyatt	3280 Peachtree Rd NE Ste 105	Atlanta	30305-2463	404/816-3113
GA	OPR	Danny Goepf	1175 Peachtree St NE	Atlanta	30361-3528	404/685-3636
GA	OPR	Gary Branch	225 Peachtree St NE # B-40	Atlanta	30303-1701	404/577-4194
GA	OPR	Gary Branch	725 W Peachtree St NE	Atlanta	30308-1137	404/610-9965
GA	OPR	Greg Mapoles	2340 N Druid Hills Rd NE	Atlanta	30329-3105	404/634-4953
GA	OPR	Jamerian Myles	401 Bill Kennedy Way SE	Atlanta	30316-6846	404/622-0203
GA	OPR	Jason Bilotti	2485 Cumberland Pkwy SE	Atlanta	30339-6132	770/444-9376
GA	OPR	Jason Bilotti	3419 Northside Pkwy NW	Atlanta	30327-2311	404/261-9166
GA	OPR	Jerry Goebeler, Jr.	4285 Roswell Rd NE	Atlanta	30342-3766	404/303-9275
GA	OPR	John Diamond	1100 Northside Dr NW	Atlanta	30318-5417	404/249-2491
GA	OPR	John Diamond	1942 Howell Mill Rd NW	Atlanta	30318-2519	404/351-8050
GA	OPR	John Diamond	350 Ferst Dr NW	Atlanta	30332-0001	
GA	OPR	Lawson Bailey	5925 Roswell Rd Ste C	Atlanta	30328-4915	404/847-0488
GA	TMP	Mariesha Pugh	4400 Ashford Dunwoody Rd Ne	Atlanta	30346-1518	770/394-3189
GA	OPR	Marshall McCabe	2860 Cumberland Mall SE Ste 1324	Atlanta	30339-6429	770/435-2777
GA	OPR	Marshall McCabe	2975 Cobb Pkwy SE	Atlanta	30339-3148	770/612-0930
GA	OPR	Marshall McCabe	755 Battery Ave SE	Atlanta	30339-3017	
GA	TMP	Matthew Carpenter	3393 Peachtree Rd NE	Atlanta	30326-1162	404/869-8895
GA	OPR	Melissa Winkfield	3410 Camp Creek Pkwy	Atlanta	30344-5710	404/494-9320
GA	TMP	Neal Rodgers	1 Cnn Ctr NW Ste 224	Atlanta	30303-2762	404/659-4449
GA	OPR	Quincy Springs	875 Martin Luther King Jr Dr NW	Atlanta	30314-3643	404/730-0199
GA	TMP	Rebecca Parker	2841 Greenbriar Pkwy SW	Atlanta	30331-2620	404/344-1754
GA	OPR	Reggie Taylor	2580 Piedmont Rd NE	Atlanta	30324-3007	404/264-1992
GA	OPR	Rory Woodfaulk	3725 Cascade Rd SW	Atlanta	30331-2111	404/696-3300
GA	TMP	Tye White	256 Marietta St NW	Atlanta	30313-1602	404/549-7993
GA	OPR	Adam Edwards	3450 Wrightsboro Rd	Augusta	30909-2516	706/733-7541
GA	OPR	John Hughes	3130 Peach Orchard Rd	Augusta	30906-3513	706/792-6261
GA	OPR	John Powell	3066 Washington Rd	Augusta	30907-3831	706/860-7140
GA	OPR	Kenny Hanna	202 Robert C Daniel Jr Pkwy	Augusta	30909-0802	706/738-9163
GA	OPR	Jonathan Hollis	3951 Austell Rd	Austell	30106-1107	470/523-8388
GA	OPR	Kolby Shepherd	1451 Tallahassee Hwy	Bainbridge	39819-7705	229/246-0458
GA	OPR	Daniel Liberatore	152 Highway 515 E	Blairsville	30512-8506	706/745-0515
GA	OPR	Pat Braski	790 Highway 96	Bonaire	31005-3300	478/987-2140

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

GA	OPR	Brandon LaMarque	2600 Old Winder Hwy	Braselton	30517-6103	770/967-0053
GA	OPR	Josh Prichard	89 US Highway 27 Byp	Bremen	30110-1900	770/537-8744
GA	OPR	Sara Black	70 Golden Isles Plz	Brunswick	31520-1935	912/466-9911
GA	OPR	Bob Garrett	2635 Hamilton Mill Rd	Buford	30519-4106	678/482-6480
GA	TMP	James Hickman Jr.	3333 Buford Dr Spc No1071	Buford	30519-4913	678/482-6787
GA	OPR	Steve Warnstrom	3235 Buford Dr	Buford	30519-4937	678/482-4448
GA	OPR	Steven Franklin	402 GA Highway 49 N	Byron	31008-4011	478/956-9755
GA	OPR	Jonathan Purser	495 Highway 53 E	Calhoun	30701-3058	706/624-1890
GA	OPR	Kevin Williams	1459 Riverstone Pkwy	Canton	30114-5612	770/479-7146
GA	OPR	Kevin Williams	2048 Cumming Hwy	Canton	30114-8071	770/479-0802
GA	OPR	Kevin Williams	6114 Hickory Flat Hwy	Canton	30115-7252	678/493-0091
GA	OPR	David Daniels	1156 Bankhead Hwy	Carrollton	30116-8501	770/830-9547
GA	OPR	David Daniels	1316 S Park St	Carrollton	30117-4410	770/832-8538
GA	OPR	Glenn Jordan	115 Cherokee Pl	Cartersville	30121-2966	770/382-2005
GA	OPR	Glenn Jordan	94 Old Allatoona Rd SE	Cartersville	30121-7015	770/386-1208
GA	OPR	Theresa Wilson	5450 Peachtree Industrial Blvd	Chamblee	30341	770/457-1679
GA	OPR	Jay Couey	151 Highway 441 N	Clayton	30525-4260	706/212-0022
GA	OPR	Chris Liberatore	25 W Underwood St	Cleveland	30528-1353	706/865-1738
GA	OPR	Alex Vann	2421 Wynnton Rd	Columbus	31906-2534	706/321-5880
GA	OPR	Alex Vann	2730 Manchester Expy	Columbus	31904-5293	706/324-1011
GA	TMP	Michael Duncan	3131 Manchester Expy Ste F7	Columbus	31909-6471	706/327-9696
GA	OPR	Todd Kalish	1600 Bradley Park Dr	Columbus	31904-3002	706/660-8914
GA	OPR	Todd Kalish	5520 Whittlesey Blvd	Columbus	31909-7210	706/653-5143
GA	OPR	Margaret Phillips	30563 Highway 441 S	Commerce	30529-6366	706/423-9810
GA	OPR	Ben Hardy	1536 Highway 138 SE	Conyers	30013-1277	470/207-9869
GA	OPR	Carter Brackett	1711 E 16th Ave	Cordele	31015-5308	229/273-4300
GA	OPR	Chris Wright	330 Furniture Plaza Dr	Cornelia	30531-5460	706/776-0090
GA	OPR	Chris Giella	12920 Brown Bridge Rd	Covington	30016-2962	678/342-0807
GA	OPR	Chris Giella	4102 Highway 278 NW	Covington	30014-2112	770/787-0400
GA	OPR	Gene Reeves	430 Peachtree Pkwy	Cumming	30041-6818	770/889-1511
GA	OPR	Mike Ridzon	725 Atlanta Hwy	Cumming	30040-2705	770/781-5256
GA	OPR	Bob Garrett	545 Dacula Rd	Dacula	30019-2125	678/377-7777
GA	OPR	Tony Kellar	488 Morrison Moore Pkwy E	Dahlonega	30533-1426	706/864-6600
GA	OPR	Kurt Davis	300 Charlie Watts Dr	Dallas	30157-4904	770/445-7713
GA	OPR	Brett Lewis	816 Walnut Square Blvd Ste 59	Dalton	30721-4798	706/226-1009
GA	OPR	Isaac Holbert	1275 N Glenwood Ave	Dalton	30721-2603	706/529-9114
GA	OPR	Isaac Holbert	1429 W Walnut Ave	Dalton	30720	706/275-0355
GA	OPR	Tony Kellar	231 Power Center Dr	Dawsonville	30534-9405	706/265-4997
GA	OPR	Joe Engert	105 E Trinity Pl	Decatur	30030-3303	404/371-1466
GA	OPR	Keith Shelton	3905 N Druid Hills Rd	Decatur	30033-3104	404/636-8494
GA	OPR	Rodney Johnson	650 Decatur Village Way	Decatur	30033	404/800-5211
GA	OPR	T.J. Wilson	2452 Wesley Chapel Rd	Decatur	30035-3420	770/987-4540
GA	OPR	Brian Jones	5700 Buford Hwy Ne	Doraville	30340-1207	770/936-9701
GA	OPR	Matt Baker	1305 Peterson Ave S	Douglas	31533-4401	912/384-0211
GA	OPR	Jordan Phillips	6700 Douglas Blvd Ste 210	Douglasville	30135-1869	678/838-9551
GA	OPR	Mike Moore	3202 Highway 5	Douglasville	30135-2306	770/627-2967
GA	OPR	Mike Moore	5888 Fairburn Rd	Douglasville	30134-2360	770/942-0820
GA	OPR	David Roberts	2002 Veterans Blvd	Dublin	31021-3030	478/272-3007
GA	OPR	Brad Williams	2020 Satellite Blvd	Duluth	30097-4073	770/232-0034
GA	OPR	Jeff Howard	3555 Peachtree Industrial Blvd	Duluth	30096-4819	770/497-1270
GA	OPR	Grant Wells	2480 Jett Ferry Rd	Dunwoody	30338-3074	770/391-9277
GA	TMP	Marcus Ruiz	1145 Mount Vernon Hwy	Dunwoody	30338-5403	470/440-8997

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GA	OPR	Al Richard	1065 Cleveland Ave	East Point	30344-6740	404/762-1333
GA	OPR	Betsy Salzmann	475 Howard Simmons Rd	Ellijay	30540-6456	706/636-0475
GA	OPR	Jason Adams	4201 Washington Rd	Evans	30809-3069	706/447-8895
GA	OPR	Mike Harrison	7810 Senoia Rd	Fairburn	30213-2853	770/892-3908
GA	OPR	Doug Barnett	875 Glynn St S	Fayetteville	30214-2002	770/460-7602
GA	OPR	Andrew Farr	3405 Atlanta Hwy	Flowery Branch	30542-2918	770/297-9045
GA	OPR	Frank Harney	5905 Spout Springs Rd	Flowery Branch	30542-3450	770/965-2278
GA	OPR	Terry O'Neal	1137 Battlefield Pkwy	Fort Oglethorpe	30742-3960	706/858-1072
GA	OPR	Bobby Shoemaker	1917 NE Jesse Jewell Pkwy	Gainesville	30501	770/297-7936
GA	OPR	Bobby Shoemaker	805 Dawsonville Hwy	Gainesville	30501-2616	770/297-1722
GA	OPR	Josh Waddy	2521 Towne Center Pkwy	Greensboro	30642-6166	706/454-1470
GA	OPR	Chuck Swinson	1000 W Taylor St	Griffin	30223-2608	770/227-0716
GA	OPR	Erik Smith	210 Meridian Dr	Grovetown	30813-0259	706/863-1110
GA	OPR	Scott Spears	11161 Tara Blvd	Hampton	30228-1672	770/472-6101
GA	OPR	Nick Westbrook	877 W Oglethorpe Hwy	Hinesville	31313-4404	912/877-6631
GA	OPR	Kurt Davis	4326 Jimmy Lee Smith Pkwy	Hiram	30141-2650	770/222-0063
GA	OPR	Brad Roper	600 Chastain Rd NW Ste 100	Kennesaw	30144-3005	770/422-0158
GA	OPR	Ralph Stephens	400 Ernest W Barrett Pkwy NW	Kennesaw	30144-4917	770/428-9039
GA	OPR	Ralph Stephens	830 Ernest W Barrett Pkwy NW	Kennesaw	30144-6821	770/643-4079
GA	OPR	Justin Whitfield	113 Lakes Blvd	Kingsland	31548	912/510-6215
GA	OPR	Josh Sells	116 Commerce Ave	Lagrange	30241-2338	706/812-9210
GA	OPR	Rob Bowman	1574 Lafayette Pkwy	Lagrange	30241-2566	706/845-8484
GA	OPR	Bill Stripling	1015 Lakes Blvd	Lake Park	31636-3014	229/559-4901
GA	OPR	Will Lowe	20 Owens Dr	Lavonia	30553-6329	706/356-0354
GA	OPR	Daniel Perry	4965 Sugarloaf Pkwy	Lawrenceville	30044-6997	678/376-7447
GA	OPR	Mark Treadwell	680 Duluth Hwy	Lawrenceville	30046-7695	770/962-7844
GA	OPR	K. J. Wari	1202 US Highway 19 S	Leesburg	31763-4877	229/446-8781
GA	OPR	Bryan Shepard	4801 Lawrenceville Hwy NW	Lilburn	30047-3844	770/925-2027
GA	OPR	Laura Lee Nix	835 Thornton Rd	Lithia Springs	30122-2610	770/732-8034
GA	OPR	Jeffrey O'Kelley	2929 Turner Hill Rd Ste 2550	Lithonia	30038-7044	678/526-2729
GA	OPR	Sam West	2985 Turner Hill Rd	Lithonia	30038-2527	678/526-0088
GA	OPR	Cameron Lovett	1005 Bandy Pkwy	Locust Grove	30248-7022	404/301-4422
GA	OPR	Edgar Brush, Jr	4321 Atlanta Hwy	Loganville	30052-3288	770/554-1995
GA	OPR	Craig Craddock	5055 Brookhaven Rd	Macon	31206-4184	478/788-1094
GA	OPR	Craig Craddock	5920 Zebulon Rd	Macon	31210-2097	478/474-4458
GA	OPR	David Clark	140 Tom Hill Sr Blvd	Macon	31210-1806	478/471-0274
GA	OPR	David Clark	1569 Bass Rd	Macon	31210-7511	478/254-7911
GA	OPR	Lem Durden	1781 Eatonton Rd	Madison	30650-4683	706/752-0219
GA	OPR	Chris Darley	2105 Roswell Rd	Marietta	30062-3880	770/977-3355
GA	OPR	Danny Daniels	1201 Johnson Ferry Rd	Marietta	30068-2722	770/565-4653
GA	OPR	Drew Meyers	2555 Dallas Hwy SW	Marietta	30064-2543	770/425-3454
GA	OPR	Mandy Valdes	1110 Roswell Rd	Marietta	30062-3606	770/420-1856
GA	OPR	Mark Reed	1440 Terrell Mill Rd SE	Marietta	30067-6060	770/672-7169
GA	OPR	Mark Reed	2661 Windy Hill Rd SE	Marietta	30067-8612	770/988-9798
GA	OPR	Sandeep Kapoor	2005 Macland Crossing Cir SW	Marietta	30008-8825	678/355-5297
GA	OPR	Scott Reed	2530 Sandy Plains Rd	Marietta	30066-5777	770/977-2455
GA	OPR	Scott Reed	3046 Shallowford Rd	Marietta	30062-1252	770/579-0076
GA	OPR	Jesse Gilchrist	1321 Highway 20 W	McDonough	30253-7304	770/954-0451
GA	OPR	Mark Fleming	1940 Highway 155 N	McDonough	30252-4805	770/320-7502
GA	OPR	Mark Fleming	860 Highway 81 E	McDonough	30252-2914	770/957-4999
GA	OPR	Hunter Chapman	6501 Kitten Lake Dr	Midland	31820-3760	706/568-4910
GA	OPR	Curt Flourmoy	1730 N Columbia St	Milledgeville	31061-2315	478/451-4830



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GA	OPR	Brad Lingerfelt	620 Highway 138	Monroe	30655-7731	770/266-0211
GA	OPR	Wesley Rogers	502 Lane St	Moultrie	31768-5127	229/890-1200
GA	OPR	Lauren McGuire	2090 Newnan Crossing Blvd E	Newnan	30265-2398	770/254-9509
GA	OPR	Ronnie Clotfelter	5 Glenda Trce	Newnan	30265-3887	770/254-9140
GA	OPR	Chug Shafe	5455 Jimmy Carter Blvd	Norcross	30093-1512	770/248-1088
GA	OPR	Wayne Farr	6105 Peachtree Pkwy	Norcross	30092-3304	770/368-0833
GA	OPR	Doug Barnett	1222 Highway 74 S	Peachtree City	30269-3072	770/632-7446
GA	OPR	Mike Holmes	1100 N Peachtree Pkwy	Peachtree City	30269-4229	770/486-9517
GA	OPR	Mike Holmes	2720 Highway 54	Peachtree City	30269-1030	770/486-6524
GA	OPR	Mike Holmes	707 Highway 54	Peachtree City	30269-3302	770/487-0042
GA	OPR	David Grossnickle	1600 Sam Nunn Blvd	Perry	31069-2055	478/988-8188
GA	OPR	Erik Amick	2021 Pooler Pkwy	Pooler	31322	912/988-8681
GA	OPR	Marshall Davis	180 Pooler Pkwy	Pooler	31322-4200	912/330-9209
GA	OPR	Jason Counselman	5438 GA Highway 21 S	Rincon	31326-9407	912/826-6967
GA	OPR	Zach Thomas	1500 Chattahoochee Dr	Rockmart	30153	470/632-0411
GA	OPR	Jim Waddle	604 Holcomb Bridge Rd	Roswell	30076-1511	770/641-8436
GA	OPR	Paul Joubert	1185 Woodstock Rd	Roswell	30075-2231	678/795-0155
GA	OPR	Ann Collins	2111 E Victory Dr	Savannah	31404-3917	912/352-7474
GA	OPR	Marshall Davis	500 Gulfstream Rd	Savannah	31408-9643	
GA	OPR	Randy Pearce	303 Mall Blvd	Savannah	31406-4736	912/354-4355
GA	OPR	Tim Connelly	11152 Abercorn St	Savannah	31419-1822	912/921-0909
GA	OPR	Vicki Williams	7804 Abercorn St Ste 110	Savannah	31406-3504	912/352-1580
GA	OPR	Doug Barnett	7996 Wells St	Senoia	30276-2024	678/973-1875
GA	OPR	Daniel Lomax	5120 S Cobb Dr SE	Smyrna	30080-7181	404/792-9440
GA	OPR	Stephen Miltiades	3100 S Cobb Dr SE	Smyrna	30080-4114	770/432-8685
GA	OPR	John Starr	3090 Stone Mountain Hwy	Snelville	30078	770/979-7912
GA	OPR	Tom Balsamides	1559 Scenic Hwy N	Snelville	30078-2129	770/979-7488
GA	OPR	Clark Drury	2205 Demere Rd	St. Simons Island	31522	912/638-2695
GA	OPR	David Boykin, III	352 Northside Dr E	Statesboro	30458-2188	912/764-7941
GA	OPR	Paul White	1275 Eagles Landing Pkwy	Stockbridge	30281-5015	770/507-4119
GA	OPR	Cliff Daniels	5075 Stone Mountain Hwy	Stone Mountain	30087-3410	770/736-5809
GA	OPR	Doug Richardson	5542 Memorial Dr	Stone Mountain	30083-3215	404/292-8097
GA	OPR	Brad Williams	1035 Peachtree Industrial Blvd	Suwanee	30024-1919	770/831-1177
GA	OPR	Mark Treadwell	3156 Lawrenceville Suwanee Rd	Suwanee	30024-2409	770/932-5797
GA	OPR	Steve Troutman	3643 Peachtree Pkwy	Suwanee	30024-1028	770/813-1594
GA	OPR	Nathan Hunter	1054 Highway 19 N	Thomaston	30286-2229	706/647-2945
GA	OPR	Mike Zolt	15062 US Highway 19 S	Thomasville	31757-4819	229/228-7506
GA	OPR	Ian Moody	1806 Washington Rd	Thomson	30824-7202	706/595-7030
GA	OPR	David Pettis	1197 US Highway 82 W	Tifton	31793-8059	229/387-0011
GA	OPR	Brad Spratte	3967 Lavista Rd	Tucker	30084-5139	770/939-9001
GA	OPR	Brad Spratte	4340 Hugh Howell Rd	Tucker	30084-4705	770/270-1871
GA	OPR	Charlie Crews	1100 N Saint Augustine Rd	Valdosta	31601-8410	229/247-2625
GA	OPR	Kenneth White	3147 Inner Perimeter Rd	Valdosta	31602-1062	229/245-0144
GA	OPR	Britt McDade	2349 E 1st St	Vidalia	30474-8811	912/538-0711
GA	OPR	Justin Day	85 Commerce Dr	Villa Rica	30180-1534	770/459-5792
GA	OPR	Pat Braski	3000 Watson Blvd	Warner Robins	31093-8533	478/569-1200
GA	OPR	Pat Braski	621 Russell Pkwy	Warner Robins	31088-6031	478/328-0445
GA	OPR	Lovett Young	2256 Memorial Dr	Waycross	31501-1006	912/285-2500
GA	OPR	Chris Owens	127 Exchange Ln	Winder	30620	770/868-0245
GA	OPR	Keith Booth	951 Ridgewalk Pkwy	Woodstock	30188-4895	770/592-4755
GA	OPR	Scott Hall	3070 Eagle Dr	Woodstock	30189-5531	678/445-0330
HI	OPR	Kurt Milne	1450 Ala Moana Blvd Ste 1160H	Honolulu	96814-4606	

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

HI	OPR	Sean Whaley	14 Ho'okele St	Kahului	96732-3547	808/270-1908
IA	OPR	Tari Thompson	230 S Duff Ave	Ames	50010-6642	515/232-2599
IA	OPR	Thomas Krogman	2410 SE Delaware Avenue	Ankeny	50021	515/965-7786
IA	OPR	Amgad Zaghoul	2610 Edgewood Rd SW	Cedar Rapids	52404-3264	319/396-3079
IA	OPR	Nick Dose	217 Collins Rd NE	Cedar Rapids	52402-3159	319/378-3200
IA	OPR	Chase Williby	1451 Coral Ridge Ave Ste 620	Coralville	52241-2805	319/625-2020
IA	TMP	Ethan Hodges	320 W Kimberly Rd	Davenport	52806-5920	563/391-2613
IA	OPR	Jeremy Tatman	2945 E 53rd St	Davenport	52807-3016	563/355-1742
IA	OPR	Jennifer Ritchie	4040 Merle Hay Rd	Des Moines	50310-1310	515/276-5222
IA	OPR	Justin Barnes	3500 Dodge St	Dubuque	52003-5261	563/556-0423
IA	TMP	Zach Arnold	2771 Goldenrod Court	Pella	50219	641/658-9412
IA	OPR	Chad Eisenga	4428 Sergeant Rd	Sioux City	51106-4703	712/276-4233
IA	OPR	Ben Nanda	1331 Flammang Dr	Waterloo	50702-4367	319/233-0274
IA	OPR	David Grimm	4502 University Ave	West Des Moines	50266-1025	515/457-3176
IA	OPR	Garry Brumels	6555 Mills Civic Pkwy	West Des Moines	50266-8341	515/223-6113
IA	TMP	Jamison Wyatt	101 Jordan Creek Pkwy Ste 12508	West Des Moines	50266-8118	515/327-5033
ID	OPR	Lauren Mosteller	3003 S 25th E	Ammon	83406-5730	208/523-2697
ID	OPR	Joe Bucklew	300 S Broadway Ave	Boise	83702-7217	208/345-1053
ID	OPR	Joe Bucklew	8000 W Franklin Rd	Boise	83709-0620	208/376-6110
ID	OPR	Brad Miles	2012 N Eagle Rd	Meridian	83646-6287	208/887-2143
ID	OPR	Jared Schrum	16800 N Marketplace Blvd	Nampa	83687-5140	208/467-6000
ID	OPR	Bill Ystueta	1631 Blue Lakes Blvd N	Twin Falls	83301-3374	208/735-5010
IL	OPR	J.D. Willis	425 S Randall Rd	Algonquin	60102-9702	847/979-9068
IL	OPR	Mark Cabrera	4435 Fox Valley Center Dr	Aurora	60504-4116	630/820-1660
IL	OPR	John Good	185 N Randall Rd	Batavia	60510-9293	630/761-2640
IL	OPR	Ben Winner	2532 Green Mount Commons Dr	Belleville	62221-6741	618/257-9700
IL	OPR	Joe Antolik	354 W Army Trail Rd	Bloomington	60108-2683	630/980-5088
IL	OPR	Mike Wagner	245 N Weber Rd	Bolingbrook	60490-1508	630/771-0080
IL	OPR	Jon Klavohn	1359 Locke Dr	Bourbonnais	60914-9305	815/592-7550
IL	OPR	Bob Williamson	2301 N Prospect Ave	Champaign	61822-1246	217/351-3094
IL	TMP	Chelsea Espin	500 N Michigan Ave Ste 140	Chicago	60611-3785	312/285-2695
IL	TMP	Christopher Lipscomp	122 S Michigan Ave	Chicago	60603-6191	847/510-4125
IL	OPR	Erin Franklin	4733 W 76th St	Chicago	60652	773/284-2727
IL	OPR	Josh Faretta	1910 W Fullerton Ave	Chicago	60614	773/292-0304
IL	OPR	Kareem Edwards	1106 S Clinton St	Chicago	60607-4434	312/461-9110
IL	OPR	Lauren Silich	30 E Chicago Ave	Chicago	60611-2009	312/266-8888
IL	OPR	Pablo Velazquez	177 N State St	Chicago	60601-3607	312/419-1522
IL	TMP	Matthew Ogle	9600 Ridgeland Ave	Chicago Ridge	60415-2609	708/423-2442
IL	OPR	Richard Ferree	6007 S La Grange Rd	Countryside	60525-4069	708/482-7525
IL	OPR	Ximena Pena-Rogers	13050 S Cicero	Crestwood	60418	708/215-2660
IL	TMP	Roger Deutscher	4812 Northwest Hwy	Crystal Lake	60014-7327	815/444-8611
IL	OPR	Todd Shane	75 S Waukegan Rd	Deerfield	60015-5204	847/272-8470
IL	OPR	Mark Dugger	250 W Washington St	East Peoria	61611-2477	309/694-1044
IL	OPR	Phil Tuttle	1110 S Randall Rd	Elgin	60123-4109	888/695-0592
IL	OPR	Sara Vaught	235 South IL Rt 83	Elmhurst	60126-3019	630/279-2263
IL	OPR	Dave Holmes	6203 N Illinois St	Fairview Heights	62208-2716	618/397-2200
IL	OPR	Lamarr Lark	6550 Grand Ave	Gurnee	60031-1621	847/782-9294
IL	OPR	Skyler Wasson	17450 Halsted St	Homewood	60430-2041	708/798-2557
IL	OPR	Kris Yoder	2705 Plainfield Rd	Joliet	60435-1166	815/577-8997
IL	OPR	Allen Ordeanu	20429 N Rand Rd	Kildeer	60047	847/438-8600
IL	OPR	Dave Terhune	717 E Butterfield Rd	Lombard	60148-5614	630/586-0830
IL	TMP	Angela Posada	1505 West Lane Road	Machesney Park	61115	815/310-1496

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

IL	OPR	Matt Rhodes	2 Winston Plz	Melrose Park	60160-1519	708/345-2399
IL	TMP	Jared Fraley	3831 41st Avenue Dr	Moline	61265-6433	309/797-1605
IL	OPR	Vikas Bhala	950 N Elmhurst Rd	Mount Prospect	60056-1126	847/398-3880
IL	OPR	Jon Morris	8575 West Golf Road	Niles	60714	847/534-7470
IL	OPR	Rob Meier	5650 W Touhy Ave	Niles	60714-4001	833/637-8872
IL	OPR	Justin Whitefoot	101 S Veterans Pkwy	Normal	61761-2133	309/268-9500
IL	OPR	Hunter Clinton	4512 N Harlem Ave	Norridge	60706-4712	708/390-8755
IL	OPR	Alvaro Botero	7201 W Cermak Rd	North Riverside	60546-1401	708/442-7006
IL	OPR	Kevin Skarin	15605 S La Grange Rd	Orland Park	60462-4406	708/460-4663
IL	OPR	Luca Caraba Chit	2740 US Highway 34	Oswego	60543-7118	630/554-8611
IL	OPR	Ali Holzaepfel	4518 N Sterling Ave	Peoria	61615-3819	309/682-6246
IL	OPR	Philip Everett	280 N Perryville Rd	Rockford	61107-6237	815/381-1010
IL	OPR	Daryl Saylor	90 Barrington Rd	Schaumburg	60194-4800	847/798-1424
IL	OPR	Daryl Saylor	935 E Golf Rd	Schaumburg	60173-4521	847/517-1173
IL	OPR	Mike Kim	3720 Touhy Ave	Skokie	60076-3951	224/357-1106
IL	OPR	Mike Kim	9341 Skokie Blvd	Skokie	60077-1310	847/763-1002
IL	OPR	Isaac Freeman	2431 Wabash Ave	Springfield	62704-4259	217/546-2000
IL	OPR	Beth Dahlenburg	701 N Milwaukee Ave Ste 360	Vernon Hills	60061-4300	847/247-8000
IL	OPR	Dave Terhune	301 E Loop Rd	Wheaton	60189-2193	630/668-8350
IL	OPR	Doug Park	7101 Kingery Hwy	Willowbrook	60527-2274	630/455-4426
IN	OPR	Chris Tincher	10791 E US Highway 36	Avon	46123-7982	317/271-7760
IN	OPR	Wes Key	2856 E 3rd St Spc C-9	Bloomington	47401-5423	812/332-4877
IN	OPR	Wes Key	3020 E 3rd St	Bloomington	47401-5425	812/330-5590
IN	OPR	Patrick Tate	14647 Thatcher Ln	Carmel	46032-1556	317/815-9465
IN	OPR	Bryan Haag	1320 Veterans Pkwy	Clarksville	47129-7745	812/282-7573
IN	OPR	Grant Parker	1250 N National Rd	Columbus	47201-5576	812/375-1540
IN	OPR	Debbie Dean	4400 W Lloyd Expy	Evansville	47712-6513	812/467-0629
IN	OPR	Rich Stierwalt	7101 E Indiana St	Evansville	47715-9112	812/471-9203
IN	OPR	Rich Stierwalt	800 N Green River Rd	Evansville	47715-2471	812/477-9370
IN	OPR	Jeff Hoffman	182 W Coliseum Blvd	Fort Wayne	46805-1006	260/484-5880
IN	TMP	Paul Strength	4201 Coldwater Rd	Fort Wayne	46805-1113	260/482-5993
IN	OPR	Tony Gibson	1725 Apple Glen Blvd	Fort Wayne	46804-1789	260/436-8203
IN	OPR	Cody Walburn	2203 N State St	Greenfield	46140-9084	317/588-3112
IN	OPR	Rick Johnson	1251 US Highway 31 N Ste C19	Greenwood	46142-4559	317/888-5473
IN	OPR	Rick Johnson	155 Marlin Dr	Greenwood	46142-1451	317/888-8100
IN	TMP	Blake Burnette	6020 E 82nd St Ste 1012	Indianapolis	46250-5516	317/537-2722
IN	OPR	Brendan Riggs	9961 E Washington St	Indianapolis	46229-3039	317/497-0565
IN	OPR	Jeff Mosley	3802 E 82nd St	Indianapolis	46240-4328	317/578-4511
IN	OPR	Jeff Mosley	6231 N Keystone Ave	Indianapolis	46220-2154	317/257-7207
IN	OPR	Kevin Brown	10 E Washington St., Suite 100	Indianapolis	46204-3505	463/224-6777
IN	OPR	Lew Leckrone	3360 W 86th St	Indianapolis	46268-1927	317/871-5330
IN	OPR	Matt Sewell	5240 E Southport Rd	Indianapolis	46237-9335	317/780-7477
IN	OPR	Rick Johnson	2020 E County Line Rd	Indianapolis	46227-6329	317/888-4996
IN	OPR	Sam Hartman	125 S. Pennsylvania Street	Indianapolis	46204	
IN	OPR	Terry Carrico	3549 E 10th St	Jeffersonville	47130-9320	812/288-2020
IN	OPR	Rachel DeYoung	50 N Creasy Ln	Lafayette	47905-4411	765/446-2053
IN	OPR	Tyler Carter	2385 Southlake Mall	Merrillville	46410-6442	219/769-6810
IN	OPR	Kathy Wonderly	5517 N Main St	Mishawaka	46545-9043	574/277-0222
IN	OPR	Kathy Wonderly	6501 Grape Rd	Mishawaka	46545-1007	574/272-2247
IN	OPR	Craig Sample	511 W McGalliard Rd	Muncie	47303-1830	765/747-4000
IN	OPR	Daron Stockton	2225 State St	New Albany	47150-4924	812/542-6868
IN	OPR	Sam Hartman	14098 Bergen Blvd	Noblesville	46060-3365	317/776-4060

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

IN	OPR	Sam Hartman	16685 Mercantile Blvd	Noblesville	46060-4135	317/773-4100
IN	OPR	Chris Spires	2687 E Main St	Plainfield	46168-2710	317/839-4886
IN	OPR	Justin Knight	315 US Highway 41	Schererville	46375-1209	219/274-2274
IN	OPR	Edward Endres	4555 S Michigan St	South Bend	46614-2553	574/968-0351
IN	OPR	Julia Mueller	3703 Portage Ave	South Bend	46628-6098	574/544-5678
IN	OPR	Evan Williamson	3675 S US Highway 41	Terre Haute	47802-4103	812/232-3675
IN	OPR	David Hershberger	61 Silhavy Rd	Valparaiso	46383-4425	219/266-4855
IN	OPR	Rachel DeYoung	401 N Russell St	West Lafayette	47906-2820	765/548-5184
IN	OPR	Daniel Moore	763 E Tournament Trl	Westfield	46074-6217	317/751-4577
IN	OPR	Charlie Kleine	6240 East Whitestown Pkwy	Whitestown	46075-7602	317/769-3551
KS	OPR	Nate White	1818 N Rock Rd	Derby	67037-3728	316/788-1067
KS	OPR	Kathy McCloy	1809 E 17th Ave	Hutchinson	67501-1102	620/662-2744
KS	OPR	Travis McGruder	10770 Parallel Pkwy	Kansas City	66109-3647	913/334-2442
KS	OPR	Justin Heitz	2735 Iowa St	Lawrence	66046-4155	785/842-1002
KS	OPR	Drew Severns	15919 W 87th Street Pkwy	Lenexa	66219	913/227-0512
KS	OPR	Ruthie Seitz	636 Tuttle Creek Blvd	Manhattan	66502-5854	785/537-2130
KS	OPR	Forrest Swyden	6039 Metcalf Ave	Mission	66202-2356	913/432-5300
KS	OPR	Jeff Rouse	12087 S Blackbob Rd	Olathe	66062-1012	913/829-7600
KS	TMP	Brady Rust	7500 W 135th St	Overland Park	66223-1202	913/814-0222
KS	OPR	C.T. Taylor	9707 Quivira Rd	Overland Park	66215-1665	913/310-9222
KS	OPR	Derek Nassick	9591 Metcalf Ave	Overland Park	66212-2217	913/341-2655
KS	OPR	Dustin Andrews	11240 Nall Avenue	Overland Park	66211	913/522-4613
KS	OPR	Shawn Hubbard	2245 S 9th St	Salina	67401-7308	785/820-8007
KS	OPR	Justin Lamison	1625 SW Wanamaker Rd	Topeka	66604-3814	785/272-2610
KS	OPR	Andrew Nelson	2400 N Greenwich Rd	Wichita	67226	316/369-3600
KS	OPR	Andrew Nelson	7990 E Central Ave	Wichita	67206-2158	316/683-2691
KS	OPR	Jason Lansdown	10515 W 21st St N	Wichita	67205-1810	316/721-2697
KS	OPR	Jason Lansdown	7320 West Taft Street	Wichita	67209	316/729-2697
KY	OPR	Steve Barfield	410 River Hill Dr	Ashland	41101-7386	606/324-7469
KY	OPR	Andy Robinson	1766 Campbell Ln	Bowling Green	42104-1045	270/782-6807
KY	OPR	Andy Robinson	3162 Scottsville Rd	Bowling Green	42104-4416	270/599-0065
KY	OPR	Andy Robinson	667 Campbell Lane	Bowling Green	42101	270/306-4126
KY	OPR	Chris Flanagan	1840 N Dixie Ave	Elizabethtown	42701-9493	270/982-1350
KY	OPR	Cathy Snider	4980 Houston Rd	Florence	41042-4824	859/594-4800
KY	OPR	Dustin DiChiara	8050 Mall Rd	Florence	41042-1412	859/594-4600
KY	OPR	Chase Harper	1300 US Highway 127 S Ste F	Frankfort	40601-4395	502/234-5222
KY	OPR	Brent Linn	3436 Madison Pike Route 17	Ft Wright	41017-9664	859/331-0276
KY	OPR	Brent Dennard	101 Tiger Way	Georgetown	40324-9317	502/863-6767
KY	OPR	Jeromy Thompson	4250 Fort Campbell Blvd	Hopkinsville	42240-9113	270/890-0042
KY	OPR	Matt Briggs	11801 Plantside Dr	Jeffersontown	40299-6328	502/212-0008
KY	OPR	Blake Dennard	4275 Harrodsburg Rd	Lexington	40513-1368	859/440-2033
KY	OPR	David Hall	295 W New Circle Rd	Lexington	40505-1425	859/904-9924
KY	OPR	Jeff Stryker	2025 Harrodsburg Rd	Lexington	40504-3503	859/373-0007
KY	OPR	Jeff Stryker	2514 Nicholasville Rd	Lexington	40503-3306	859/278-0003
KY	OPR	Joseph Turner	3401 Nicholasville Rd Ste FC5A	Lexington	40503-3667	859/272-2614
KY	OPR	Roderick Long	1863 Plaudit Pl	Lexington	40509-2429	859/543-0063
KY	OPR	Roderick Long	2299 Richmond Rd	Lexington	40502-1306	859/335-9856
KY	OPR	Bruce Smith	10501 Westport Rd	Louisville	40241-1999	502/339-0505
KY	OPR	Bruce Smith	5000 Shelbyville Rd Ste 1630	Louisville	40207-5331	502/259-9484
KY	OPR	Bruce Smith	5001 Shelbyville Rd	Louisville	40207-3307	502/894-8092
KY	OPR	Ed Bowles	7901 Bardstown Rd	Louisville	40291-3437	502/231-1191
KY	OPR	Matt Briggs	13313 Shelbyville Rd	Louisville	40223-3933	502/253-0053

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

KY	OPR	Micah Childs	4925 Outer Loop	Louisville	40219-4051	502/969-5090
KY	OPR	Ryan Fitzgerald	6630 Dixie Hwy	Louisville	40258-3910	502/935-6500
KY	OPR	Tony Carrico	2350 Shane Dr	Louisville	40220-4050	502/491-7707
KY	OPR	Tony Carrico	3420 Bardstown Rd	Louisville	40218-4608	502/459-0070
KY	OPR	Britton Smith	95 Carothers Rd	Newport	41071-2415	859/491-4232
KY	OPR	Mark Whiteman	4601 Frederica St	Owensboro	42301-7439	270/683-0907
KY	OPR	Lee Richardson	5101 Hinkleville Rd Ste 540	Paducah	42001-9067	270/442-0461
KY	OPR	Mark Riley	5193 Hinkleville Rd	Paducah	42001-9667	270/444-6061
KY	OPR	Kyle Wells	2072 Lantern Ridge Dr	Richmond	40475-6010	859/625-0388
KY	OPR	Christen Bohanon	2400 S Highway 27	Somerset	42501-2934	606/252-1232
LA	OPR	Alyssa Anderson	3437 Masonic Dr	Alexandria	71301-3686	318/473-9681
LA	OPR	Yvette Duncan	1300 MacArthur Dr	Alexandria	71301-4019	318/767-2327
LA	OPR	Brad Arton	3023 College Dr	Baton Rouge	70808-3118	225/929-6055
LA	OPR	Carlos Gindi	6401 Bluebonnet Blvd Ste FC-10	Baton Rouge	70836-6401	225/892-9296
LA	OPR	Corey Teem	5919 Creek Centre Dr	Baton Rouge	70820-6003	225/960-2566
LA	OPR	Greg Salomone	15055 Airline Hwy	Baton Rouge	70817-7306	225/752-6637
LA	OPR	Greg Salomone	7055 Siegen Ln # 17	Baton Rouge	70809-4532	225/293-3993
LA	OPR	John Mouton	1919 Millerville Rd	Baton Rouge	70816-1406	225/272-4049
LA	OPR	John Roden	2601 Beene Blvd	Bossier City	71111-5495	318/746-2348
LA	OPR	Lauren Nelson	69280 Highway 21	Covington	70433-7214	985/893-5092
LA	OPR	Rick Gonzalez	912 N Highway 190	Covington	70433-5148	985/867-8639
LA	OPR	Jeffrey Hollifield	2341 S Range Ave	Denham Springs	70726-5217	225/791-4411
LA	OPR	Cody Salomone	2119 W Highway 30	Gonzales	70737-5100	225/647-3464
LA	TMP	Grayson Key	197 Westbank Expy Ste 1685	Gretna	70053-2507	504/513-7457
LA	OPR	Joe Pumilia	14150 Highway 190 W	Hammond	70401-2898	985/340-9003
LA	OPR	Joe Pumilia	1925 SW Railroad Ave	Hammond	70403-6119	985/318-7778
LA	OPR	Fernando Ruiz	1128 Manhattan Blvd	Harvey	70058-4560	504/374-0827
LA	OPR	Shannon Lewis	1741 Martin Luther King Jr Blvd	Houma	70360-2409	985/223-2078
LA	OPR	Shannon Lewis	984 Grand Caillou Rd	Houma	70363-5707	985/601-2930
LA	OPR	Jules Bolden	1141 S Clearview Pkwy	Jefferson	70121-1033	504/733-3007
LA	OPR	Chris Salomone	2236 Veterans Blvd	Kenner	70062	504/469-2300
LA	OPR	Jasmine Spraggins	1525 W Airline Hwy	La Place	70068-3758	985/244-7547
LA	OPR	John Arton	101 Meadow Farm Rd	Lafayette	70508-7276	337/445-4575
LA	OPR	John Arton	3205 Louisiana Ave	Lafayette	70501-1406	337/234-2323
LA	OPR	John Arton	5725 Johnston St # A266	Lafayette	70503-5307	337/981-0721
LA	OPR	David Griffin	3435 Nelson Rd	Lake Charles	70605-1209	337/479-8007
LA	OPR	Rick Gonzalez	3585 Highway 190	Mandeville	70471-3138	985/951-4464
LA	OPR	Fernando Ruiz	4951 Lapalco Blvd	Marrero	70072-4320	504/541-9037
LA	OPR	Hannah Bergeron	3301 Veterans Memorial Blvd Ste 78F	Metairie	70002-4854	504/832-1787
LA	TMP	Joshua Carter	3870 Veterans Memorial Blvd	Metairie	70002-5627	504/456-3199
LA	OPR	David Benson	4700 Millhaven Rd Ste 1098	Monroe	71203-7026	318/376-0942
LA	OPR	Leigh Ann Gilley	440 Keyser Ave	Natchitoches	71457-5804	318/228-9151
LA	OPR	Austin Milke	1116 E Admiral Doyle Dr	New Iberia	70560-6302	337/255-9843
LA	TMP	Anthony Doernte	1200 Poydras St	New Orleans	70113-1803	504/884-0821
LA	OPR	Ben McLeish	4068 Tulane Ave	New Orleans	70119-6830	504/276-2828
LA	OPR	Jeremy Telford	1206 Maxwell Blvd	Ruston	71270-7303	318/251-8471
LA	OPR	Brian Russell	7010 Youree Dr	Shreveport	71105-5109	318/797-4001
LA	OPR	Nick Perniciaro	1645 Gause Blvd	Slidell	70458-2209	985/288-4640
LA	OPR	Bailey Luna	314 N Canal Blvd	Thibodaux	70301-2913	985/645-6436
LA	OPR	David Benson	203 Thomas Rd	West Monroe	71291-7360	318/651-4448
LA	OPR	David Benson	911 Glenwood Dr	West Monroe	71291-5500	318/376-0706
MA	OPR	Matt DeMichele-Rigoni	569 Boylston St	Boston	02116-3745	617/702-4848

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

MA	OPR	Rob Grier	542 Westgate Dr	Brockton	02301-1816	508/559-1573
MA	OPR	Daniel Mitchell	75 Middlesex Turnpike	Burlington	1803	781/272-2110
MA	OPR	Robert Hewes	501 Memorial Dr	Chicopee	01020-5036	413/592-4500
MA	OPR	Chad Sargent	140 Providence Hwy	Dedham	02026-1809	781/320-8127
MA	OPR	Julie Gallagher	700 William S Canning Blvd	Fall River	02721-2395	508/504-8845
MA	OPR	Mark Parker	359 Cochituate Rd	Framingham	01701-4607	508/875-0405
MA	TMP	Seth Rizer	1835 Washington St	Hanover	02339-1666	781/826-2468
MA	OPR	Annemarie Reissner	155 Enterprise Rd	Hyannis	02601-2212	508/775-0001
MA	OPR	Mike Lawson	36 Apex Dr	Marlborough	01752-1850	508/251-0402
MA	OPR	Grant Stoffel	73 Pleasant Valley St	Methuen	01844-7202	978/872-1421
MA	OPR	Jordan Diamond	210 Andover St	Peabody	01960-1647	978/977-0740
MA	OPR	Allen Lerner	49 Commerce Way	Plymouth	02360-7252	508/747-7625
MA	OPR	Jonas Williams	1100 Fall River Ave	Seekonk	02771-5942	508/336-4396
MA	OPR	Chris Apple	252 Washington St	South Attleboro	02703-5595	508/399-8811
MA	OPR	Mike Lawson	286 Turnpike Rd	Westborough	01581-2812	508/366-8407
MA	OPR	Mike Rose	375 Washington St	Woburn	01801-2116	781/939-3177
MA	OPR	Chris Spring	80 Gold Star Blvd	Worcester	01606-2834	508/459-9852
MD	OPR	Michael McFerren	1001 Beards Hill Rd	Aberdeen	21001-2254	410/272-2297
MD	OPR	Michael McFerren	408 Constant Friendship Blvd	Abingdon	21009-2566	410/569-3153
MD	OPR	Michael Edmonds	1035 Annapolis Mall	Annapolis	21401-3062	410/266-6722
MD	OPR	Michael Edmonds	2025 Somerville Rd	Annapolis	21401-3725	410/266-0008
MD	OPR	Chris Schenck	101 College Pkwy	Arnold	21012-1857	410/777-2167
MD	OPR	Amanda Butler	3809 Boston St	Baltimore	21224-5714	410/276-0515
MD	OPR	Amanda Butler	400 E Pratt St	Baltimore	21202-3116	410/244-6120
MD	OPR	Danielle Alderson	7907 Eastern Ave	Baltimore	21224-2141	410/288-2211
MD	OPR	Hung Ly	8867 Belair Rd	Baltimore	21236-2404	410/248-1400
MD	TMP	Jesse Broniszewski	8200 Perry Hall Blvd	Baltimore	21236-4901	410/931-8642
MD	OPR	Johnie Greene	3599 Washington Blvd	Baltimore	21227-1625	410/737-8171
MD	OPR	Steve Pavlosky	5198 Campbell Blvd	Baltimore	21236-5030	410/931-0031
MD	OPR	William Barge	6975 Security Blvd	Baltimore	21244-2413	240/930-1812
MD	OPR	Randy Eastep	408 Baltimore Pike	Bel Air	21014-4304	410/638-0070
MD	OPR	Tiffany Burgess	7101 Democracy Blvd Spc 2122	Bethesda	20817-1067	301/365-6764
MD	OPR	Monica Snyder	16503 Ballpark Rd	Bowie	20716-3681	301/860-1211
MD	OPR	Rob Herold	15505 Annapolis Rd	Bowie	20715-3003	301/781-6111
MD	OPR	Spencer Frey	10631 Martin Luther King Jr Hwy	Bowie	20720-4217	301/805-9881
MD	OPR	Ryan Patrylo	16003 Crain Hwy	Brandywine	20613-8082	301/782-4033
MD	OPR	Stephanie Witte	45150 First Colony Way	California	20619-2415	301/862-1018
MD	OPR	Christian Albert	705 Cambridge Marketplace	Cambridge	21613-2531	443/249-2375
MD	OPR	Keith Singletary	9121 Alaking Ct	Capitol Heights	20743-5041	301/324-9515
MD	OPR	William Barge	5668 Baltimore National Pike	Catonsville	21228-1401	410/788-4063
MD	OPR	Chris David	1845 Main St	Chester	21619-2605	410/643-6907
MD	OPR	Nick Jones	6395 10 Oaks Rd	Clarksville	21029-1104	410/531-1930
MD	OPR	Ryan Patrylo	8813 Woodyard Rd	Clinton	20735-2754	301/856-3838
MD	OPR	Mike Hutton	10142 York Rd	Cockeysville	21030-3306	410/667-1994
MD	OPR	Joe Dinoto	4905 Executive Park Dr	Columbia	21045-2155	410/992-0204
MD	OPR	Joe Dinoto	6375 Dobbin Rd	Columbia	21045-4738	410/715-1103
MD	OPR	Matt Lohr	10300 Little Patuxent Pkwy Ste 1335	Columbia	21044-7038	410/730-9953
MD	TMP	Daniel Bridgman	221 Williams St	Cumberland	21502-3537	301/722-0086
MD	OPR	Trevelle Harvey	5502 Silver Hill Rd	District Heights	20747-2041	301/735-0602
MD	OPR	Matt Gibson	28632 Marlboro Ave	Easton	21601-2793	410/820-6522
MD	OPR	Michael Edmonds	3220 Solomons Island Rd	Edgewater	21037-1704	410/956-0402
MD	OPR	Tom McAuliffe	6032 Sykesville Rd	Eldersburg	21784-6000	410/552-0353

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

MD	OPR	Harry Marcus	1100 E Pulaski Hwy	Elkton	21921-2167	410/392-9494
MD	OPR	Randy Eastep	1980 Rock Spring Rd	Forest Hill	21050-2605	410/838-3333
MD	OPR	Aaron Crunkilton	5501 Urbana Pike	Frederick	21704-7277	301/668-5353
MD	OPR	Dwight Sones	2401 Monocacy Blvd	Frederick	21701-3275	240/529-1400
MD	OPR	Richard Munguia	104 Main St	Gaithersburg	20878-5573	240/631-9013
MD	OPR	Brian Smith	2615 Brandermill Blvd	Gambrills	21054-1645	410/451-7166
MD	OPR	Brian Smith	2691 Carver Rd	Gambrills	21054-1716	410/721-2105
MD	OPR	Kayla Smith	19945 Century Blvd	Germantown	20874-7120	240/686-1110
MD	OPR	Billy McGrath	6709 Ritchie Hwy	Glen Burnie	21061-2318	410/590-9484
MD	OPR	Randy Scott	1680 Wesel Blvd	Hagerstown	21740-5387	301/393-3755
MD	OPR	Joe Dinoto	7055 Arundel Mills Cir	Hanover	21076-1387	410/799-2812
MD	OPR	Mike Hutton	6 Hyland Ave	Hunt Valley	21030-1395	410/771-1237
MD	OPR	John Flatley	107 Drury Dr	La Plata	20646-4262	301/934-3822
MD	OPR	Keith Singletary	1040 Shoppers Way	Largo	20774-4813	301/333-1981
MD	OPR	Chris Dinoto	13600 Baltimore Ave Ste 600	Laurel	20707-9498	301/483-6441
MD	OPR	Chris Dinoto	3366 Corridor Market Place	Laurel	20724-2375	301/483-6466
MD	OPR	Richard Plank	10975 Johns Hopkins Rd	Laurel	20723-6002	301/497-4497
MD	OPR	Bill Boyer	12101 Winchester Rd	Lavale	21502-7688	301/729-2004
MD	OPR	Billy McGrath	1610 W Nursery Rd	Linthicum Heights	21090-2290	410/859-2300
MD	OPR	Doug Honbarrier	1202 Martin Blvd	Middle River	21220-4148	410/686-5858
MD	OPR	Jason Bearinger	1705 Ridgeside Dr	Mount Airy	21771-5387	301/818-0199
MD	OPR	Hunter Caudill	12901 Ocean Gtwy	Ocean City	21842-9505	410/213-1825
MD	OPR	Arlington Duncan	18115 Georgia Ave	Olney	20832-1401	301/774-6490
MD	OPR	Paul Xiong	10170 Reisterstown Rd	Owings Mills	21117-3815	410/363-3014
MD	OPR	Sean Johnson	10480 Owings Mills Blvd	Owings Mills	21117-7810	443/394-6070
MD	OPR	Hung Ly	2008 E Joppa Rd	Parkville	21234-2802	410/668-2444
MD	OPR	Patrick Cozadd	8110 Jumpers Hole Rd	Pasadena	21122-1082	410/760-2697
MD	OPR	Todd Smith	806 Solomons Island Rd N	Prince Frederick	20678-3919	443/968-3939
MD	OPR	Brian Kellner	12001 Reisterstown Rd	Reisterstown	21136-3052	410/526-3863
MD	OPR	Brad Wood	1401 Research Blvd	Rockville	20850-3159	301/251-4000
MD	OPR	Tiffany Burgess	12001 Rockville Pike	Rockville	20852-1603	301/881-1726
MD	OPR	Rob Gibson	2300 N Salisbury Blvd Ste G115	Salisbury	21801-7831	410/543-8535
MD	OPR	Rob Gibson	2736 N Salisbury Blvd	Salisbury	21801-2143	410/543-0206
MD	OPR	Joe Dinoto	7831 Quarterfield Park Road	Severn	21144	410/969-8272
MD	OPR	Chris Schenck	511 Ritchie Hwy	Severna Park	21146-2924	410/647-6232
MD	OPR	T.J. Parker	825 Ellsworth Dr Lot D1-A	Silver Spring	20910-4438	301/588-2915
MD	OPR	Terrell Daniel	12289 Tech Rd	Silver Spring	20904-1901	301/960-1195
MD	OPR	Natalie Martz	825 Dulaney Valley Rd Ste 3285	Towson	21204-3204	410/296-4950
MD	OPR	Ken Weikel	3365 Crain Hwy	Waldorf	20603-4857	301/632-9776
MD	OPR	Ken Weikel	3710 Crain Highway	Waldorf	20603	240/210-8797
MD	OPR	P.J. McDaniel	144 Englar Rd	Westminster	21157-4858	410/871-2752
ME	OPR	Todd Schultz	605 Stillwater Ave	Bangor	04401-3523	207/262-3725
ME	OPR	Brad Terrell	94 Rock Row	Westbrook	04092-4854	207/550-2161
MI	OPR	Brad Lunsford	3355 Fairlane Dr	Allen Park	48101-2874	313/982-9926
MI	OPR	Tyler DeKoekkoek	6083 B Dr N	Battle Creek	49014-8367	269/468-5454
MI	OPR	Brad Spurlin	1545 Edgeknoll Dr SE	Grand Rapids	49508-7183	616/656-6000
MI	OPR	Jamie Ochsner	2750 E Beltline Ave SE	Grand Rapids	49546-5914	616/464-2697
MI	OPR	Jamie Ochsner	5525 28th St SE	Grand Rapids	49512-2053	
MI	OPR	Shaun Page	2332 N Park Dr	Holland	49424-9599	616/355-9933
MI	OPR	Idris Rashid	4748 W Main St	Kalamazoo	49006-2688	269/337-1880
MI	OPR	Kate McNerney	5617 W Saginaw Hwy	Lansing	48917-2456	517/321-7800
MI	TMP	Dustin Schultes	2071 N Telegraph Rd	Monroe	48162-8947	734/344-4446

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

MI	OPR	Phil Whitsel	20135 Haggerty Rd	Northville	48167-1999	248/465-0065
MI	OPR	Matt Lewis	5607 Harvey St	Norton Shores	49444-7735	231/799-0107
MI	OPR	Michael Killian	27750 Novi Rd	Novi	48377-3422	734/456-2025
MI	OPR	Nick Biggee	2075 W Grand River Ave	Okemos	48864-1706	855/692-7474
MI	OPR	Idris Rashid	6202 S Westnedge Ave	Portage	49002-2810	269/327-0877
MI	OPR	Dennis Sampier	13811 Hall Rd	Shelby Township	48315-6102	586/840-1311
MI	TMP	Matthew Leverett	28588 Telegraph Rd	Southfield	48034-7505	313/654-0410
MI	OPR	Chris Ramsey	2700 N US Highway 31 S	Traverse City	49684-4527	231/493-8881
MI	TMP	Kacey Mayse	2800 W Big Beaver Rd Ste Y-323	Troy	48084-3224	248/930-0135
MI	OPR	Tim Hiller	356 Wilson Ave NW	Walker	49534-3555	616/453-7045
MI	OPR	Cody Gibson	20200 West Rd	Woodhaven	48183-3321	734/308-8736
MI	OPR	Kristen Jay	700 54th St SW	Wyoming	49509-9526	616/534-2961
MN	OPR	Ryan Blanch	7480 153rd St W	Apple Valley	55124-7040	952/431-4445
MN	OPR	Alex Wilson	3855 Lexington Ave N	Arden Hills	55126-2936	651/486-3988
MN	TMP	Logan Hernandez	595 Northtown Dr NE	Blaine	55434-1044	763/786-5389
MN	OPR	Reid Dorsett	2500 W 79th St	Bloomington	55431-1280	952/888-0488
MN	OPR	Reid Dorsett	354 Central Pkwy	Bloomington	55425-2570	952/854-1557
MN	OPR	Brandon Luffman	9751 Xenia Ave N	Brooklyn Park	55443-2384	763/315-1010
MN	OPR	Andrew Johnson	1200 County Road 42 W	Burnsville	55337-4431	952/898-3410
MN	OPR	Andrew Armstrong	445 W 79th St	Chanhassen	55317-4505	952/937-7557
MN	OPR	Alex McLaughlin	3590 River Rapids Dr NW	Coon Rapids	55448-4100	763/323-9978
MN	OPR	Nick Murad	3420 Promenade Ave	Eagan	55123-4404	651/686-0041
MN	OPR	Nancy Christman	11820 Fountains Way	Maple Grove	55369-7203	763/307-0375
MN	OPR	Jonathan Wright	3045 White Bear Ave N	Maplewood	55109-1309	651/777-2329
MN	OPR	Kevin Watts	615 Washington Ave SE	Minneapolis	55414-2931	612/643-9770
MN	TMP	Scott Peterson	3005 Harbor Ln N	Plymouth	55447-5103	763/317-9200
MN	OPR	Matt Stockdale	1201 Broadway Ave S	Rochester	55904-3862	507/289-2669
MN	OPR	Alex Wilson	2090 Snelling Ave N	Roseville	55113-6001	651/636-0144
MN	OPR	Doug Marshall	4185 W Division St	Saint Cloud	56301-3740	320/251-1669
MN	OPR	Caleb Lee	8020 Highway 7	Saint Louis Park	55426-3924	952/938-1034
MN	TMP	Simeon MacDonald	1770 Robert St S	West Saint Paul	55118-3919	651/457-2991
MN	OPR	Bob Lee	6939 Valley Creek Rd	Woodbury	55125-2227	651/731-5225
MO	OPR	Shane Neel	1 Arnold Mall	Arnold	63010-2223	636/287-9814
MO	OPR	Brandon Jackley	951 NE Coronado Dr	Blue Springs	64014-3005	816/220-2321
MO	OPR	Kevin Hutcheson	607 W Main St	Branson	65616-2720	417/334-2723
MO	OPR	Bob Guthertz	8590 Eager Rd	Brentwood	63144-1435	314/968-5400
MO	OPR	Todd Anthony	12450 Saint Charles Rock Rd	Bridgeton	63044-2506	314/344-8910
MO	OPR	Brian House	3333 Gordonville Rd	Cape Girardeau	63703-5059	573/651-4600
MO	OPR	Jeff Greene	17365 Chesterfield Airport Rd	Chesterfield	63005-1414	636/536-6933
MO	OPR	Tom Van Voorn	305 N Stadium Blvd	Columbia	65203-1147	573/445-6627
MO	OPR	David Bruce	11997 Manchester Rd	Des Peres	63131-4502	314/821-3452
MO	OPR	David Bruce	184 W County Ctr Spc N	Des Peres	63131-3702	314/965-0103
MO	OPR	Tony Johnson	304 Clarkson Rd	Ellisville	63011-2222	636/527-0016
MO	OPR	Tasha Fox	3159 N Highway 67	Florissant	63033-1602	314/839-6533
MO	OPR	Lloyd Andersen	18785 E 39th St S	Independence	64057-1790	816/795-7775
MO	OPR	Kylie Oberweather	3407 Missouri Blvd	Jefferson City	65109-5768	573/638-0151
MO	OPR	Rick Starkweather	101 N Range Line Rd	Joplin	64801-4118	417/781-7123
MO	OPR	Rick Starkweather	2127 S Range Line Rd	Joplin	64804-3242	417/781-6000
MO	OPR	Rick Starkweather	3509 S Range Line Rd	Joplin	64804-4432	417/553-2005
MO	OPR	Andy Gallawa	6501 NW Barry Rd	Kansas City	64154-2575	816/587-0411
MO	OPR	Forrest Swyden	8551 State Line Rd	Kansas City	64114-2723	816/361-8800
MO	TMP	Cody Pierce	8280 Old Highway N	Lake Saint Louis	63367	636/489-1201



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MO	OPR	Lance Spencer	690 NW Blue Pkwy	Lees Summit	64086-5734	816/246-2948
MO	OPR	Jon Hoffman	110 N Conistor Ln	Liberty	64068-1902	816/415-2212
MO	OPR	Mike Noel	2106 Highway K	O Fallon	63368-7930	636/272-5346
MO	TMP	Mason Mayes	2020 Zumbahl Rd	Saint Charles	63303-2722	636/487-4200
MO	OPR	Jake Schenk	5303 N Belt Hwy	Saint Joseph	64506-1262	816/232-5500
MO	OPR	Chris Torres	4125 Lemay Ferry Rd	Saint Louis	63129-1859	314/845-3499
MO	OPR	Eric Benting	10706 Sunset Hills Plz	Saint Louis	63127-1219	314/822-9500
MO	OPR	Nick Pyatt	3801 Hampton Ave	Saint Louis	63109-1410	314/832-2748
MO	OPR	Mark Simmonds	6180 Mid Rivers CFA - Mall Dr	Saint Peters	63304-1101	636/447-3881
MO	OPR	Brian Heberlie	425 W Sunshine St	Springfield	65807-2433	417/866-4232
MO	OPR	Steve Lowery	3700 S Glenstone Ave	Springfield	65804-4416	417/890-5800
MO	TMP	Timothy Tremain	2825 S Glenstone Ave Ste Vc-11	Springfield	65804-3732	417/883-2275
MO	OPR	Scott Swindler	1918 Wentzville Pkwy	Wentzville	63385-3453	636/639-2357
MS	OPR	Ralph Bartels	2600 Beach Blvd	Biloxi	39531-4600	228/388-2648
MS	OPR	Keys Hayes	201 Disotell Blvd	Brandon	39042-7022	601/939-7188
MS	OPR	Morgan Koon	401 Handley Blvd Ste A	Byram	39272-8979	769/251-5970
MS	OPR	Neil Osborne	952 Highway 80 E	Clinton	39056-5203	601/924-8892
MS	OPR	Brittany Cofield	528 18th Ave N	Columbus	39705-2283	662/329-5979
MS	OPR	David Rogers	1600 Highway 72 E	Corinth	38834-6528	662/284-4688
MS	OPR	Max Benson	3842 Promenade Pkwy	Diberville	39540-5364	228/392-1892
MS	OPR	Keys Hayes	274 Dogwood Blvd	Flowood	39232-8602	601/992-2554
MS	TMP	Avery Miller	1647 Hwy 1 S	Greenville	38701	662/913-8188
MS	OPR	Chris McKlveen	11001 Highway 49	Gulfport	39503-4111	228/831-9599
MS	OPR	Jon Munger	6051 US 49	Hattiesburg	39401	601/952-3449
MS	OPR	Jon Munger	6099 U S Highway 98	Hattiesburg	39402-9456	601/579-9119
MS	OPR	Ian Hodges	210 E Capitol St	Jackson	39201-2306	601/352-1450
MS	OPR	Keys Hayes	1350 E Woodrow Wilson Ave	Jackson	39216-5112	769/572-7100
MS	OPR	Scott Perdue	1065 E County Line Rd	Jackson	39211-1851	601/991-3265
MS	OPR	Brittney Pickering	1138 Highway 15 N	Laurel	39440-2650	601/425-1995
MS	OPR	Chris Rosson	1873 Main St	Madison	39110-6382	601/898-2338
MS	OPR	Mark Lindsey	106 Edgewood Dr	McComb	39648	601/914-9424
MS	OPR	Brian Russell	109 S Frontage Rd	Meridian	39301-6110	601/581-1479
MS	OPR	Brandon Paulsen	8101 Camp Creek Rd	Olive Branch	38654-1612	662/890-2697
MS	OPR	Lance Reed	2307 Jackson Ave W	Oxford	38655-5417	662/232-8787
MS	OPR	Chris Rosson	685 Highland Colony Pkwy	Ridgeland	39157-8720	601/348-0155
MS	OPR	Kevin Miller	1200 E County Line Rd Ste 232	Ridgeland	39157-1942	601/957-3287
MS	OPR	Brandon Paulsen	6885 Getwell Rd	Southaven	38672-6390	662/772-5868
MS	OPR	Stuart Davidson	235 Goodman Rd W	Southaven	38671-9408	662/349-3587
MS	OPR	Jonathan Rogers	701 Highway 12 E	Starkville	39759-3808	662/324-4460
MS	OPR	Jamey Finley	908 Barnes Crossing Rd	Tupelo	38804-0910	662/844-1270
MS	OPR	Taylor Locke	1001 Barnes Crossing Rd Ste 14	Tupelo	38804-0902	662/844-9616
MS	OPR	Nick Jones	3403 Halls Ferry Rd	Vicksburg	39180-5503	601/661-0001
MT	OPR	Casey Meadows	35 Treeline Rd	Kalispell	59901-1219	406/752-3710
MT	OPR	Jonathan Lovette	2880 N Reserve St	Missoula	59808-1308	406/312-2400
NC	OPR	Tyler Bruce	625 NC Hwy 24/27 byp E	Albemarle	28001	704/983-2789
NC	OPR	Tony Holmes	1110 Beaver Creek Commons Dr	Apex	27502-3919	919/303-2377
NC	OPR	Bryan Strole	130 Airport Rd	Arden	28704-8516	828/483-6266
NC	OPR	Sam Ramsey	1212 E Dixie Dr	Asheboro	27203-8856	336/633-1303
NC	OPR	Sam Ramsey	425 Randolph Mall	Asheboro	27203-0613	336/626-6688
NC	OPR	Joel Sellers	170 Merrimon Ave	Asheville	28801-1826	828/253-2201
NC	OPR	Larry Meadows	1832 Hendersonville Rd	Asheville	28803-3207	828/277-9913
NC	OPR	Larry Meadows	21 Peaks Center Ln	Asheville	28805-0055	828/298-2571

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NC	OPR	Nick Leatherwood	139 Smokey Park Hwy	Asheville	28806-1138	828/667-9770
NC	OPR	Natasha Gilbert	801 Park St	Belmont	28012-2765	704/825-8600
NC	OPR	Natasha Gilbert	925 S Point Rd	Belmont	28012-9520	704/800-5255
NC	OPR	Terese Fogleman	2082 Blowing Rock Rd	Boone	28607-6152	828/264-4660
NC	OPR	Shawn Willis	1477 University Dr	Burlington	27215-8768	336/584-0895
NC	OPR	Shawn Willis	3102 Garden Rd	Burlington	27215-9784	336/584-3050
NC	OPR	Amanda Phillips	7107 Okelly Chapel Rd	Cary	27519-6849	919/466-9525
NC	OPR	Dave Butts	1803 N Harrison Ave	Cary	27513-2408	919/678-1444
NC	OPR	Drew Caffrey	411 Colonades Way	Cary	27518-7071	919/816-8222
NC	OPR	Paul Junkins	1815 Walnut St	Cary	27518-9201	919/233-1691
NC	OPR	Rick Holcombe	1000 Valleystone Dr	Cary	27519-8405	919/465-0699
NC	OPR	Sammy Culberson	101 Village Center Dr	Chapel Hill	27516-7189	919/869-7747
NC	OPR	Andre Harakas	101 S Tryon St Ste 9	Charlotte	28280-0007	704/344-0222
NC	OPR	Andre Harakas	4431 Randolph Rd	Charlotte	28211-2325	704/366-0073
NC	OPR	Art TerKeurst	11530 Waverly Center Dr	Charlotte	28277-4842	704/844-0270
NC	OPR	Barry McAllaster	10001 Rea Rd	Charlotte	28277-4390	704/844-0704
NC	OPR	Beckie Johnston	7910 Rea Rd	Charlotte	28277-6501	704/540-9690
NC	OPR	DuPre Bingham	3821 Corning Pl	Charlotte	28216-1224	704/395-2004
NC	OPR	DuPre Bingham	8411 Northlake Commons Blvd	Charlotte	28216-2268	704/599-2330
NC	OPR	Hal Queen	9010 Albemarle Rd	Charlotte	28227-2620	704/537-2140
NC	OPR	Jim Crain	4400 Sharon Rd # VC06	Charlotte	28211-3531	704/364-5770
NC	OPR	John Tsumas	3015 South Blvd	Charlotte	28209-1805	704/665-6371
NC	OPR	Justin Riddle	3117 Pineville Matthews Rd	Charlotte	28226	704/541-9979
NC	OPR	Peter Cestrone	1001 Blythe Blvd	Charlotte	28203-5866	704/355-5900
NC	OPR	Peter Cestrone	14111 Rivergate Pkwy	Charlotte	28273-8872	704/504-8484
NC	OPR	Peter Cestrone	8032 S Tryon St	Charlotte	28273-3324	704/504-1234
NC	OPR	Rob Rogers	333 E Trade St	Charlotte	28202-2331	
NC	OPR	Rob Rogers	8700 University Exec Park Dr	Charlotte	28262-4336	704/593-0052
NC	OPR	Rosslyn Singleton	5920 Prosperity Church Rd	Charlotte	28269-2682	704/992-9300
NC	OPR	Stan Stepp	8433 Davis Lake Pkwy	Charlotte	28269-3414	704/596-2229
NC	OPR	Tami Porter	1540 E Woodlawn Rd	Charlotte	28209-2235	704/601-6031
NC	OPR	Terry Shelton	9801 South Blvd	Charlotte	28273-6904	704/552-7997
NC	OPR	Tony McFarland	6801 Northlake Mall Dr Ste FC201	Charlotte	28216-0792	704/596-1211
NC	OPR	David Moore	2551 Lewisville Clemmons Rd	Clemmons	27012-8712	336/712-9973
NC	OPR	John Charping	985 Concord Pkwy S	Concord	28027-9061	704/720-9115
NC	OPR	Matt Rice	1480 Concord Pkwy N	Concord	28025	704/786-7322
NC	OPR	Roland Mitchell	6061 Bayfield Pkwy	Concord	28027-7597	704/720-7580
NC	OPR	Roland Mitchell	8020 Concord Mills Blvd	Concord	28027-4417	704/979-1120
NC	OPR	Stockton Perry	1475 Concord Pkwy N	Concord	28025-2932	704/262-1553
NC	OPR	Joe Hatzopoulos	17035 Nat Bynum Lane	Cornelius	28031	704/895-7951
NC	OPR	Shannon Holland	7267 Highway 73	Denver	28037-9187	704/827-1301
NC	TMP	Chandler England	6910 Fayetteville Rd Ste 246	Durham	27713-8259	919/806-5557
NC	OPR	David Hamel	104 Residence Inn Blvd	Durham	27713-2200	919/484-7778
NC	OPR	Joe Fernandez	4139 Durham Chapel Hill Blvd	Durham	27707-2502	919/402-2092
NC	OPR	Nate MacDonald	7836 Leonardo Dr	Durham	27713-6457	919/206-4330
NC	OPR	Pamela Moncree	3429 Hillsborough Rd	Durham	27705-3008	919/382-9399
NC	OPR	Tony Fernandez	3912 N Roxboro St	Durham	27704-2118	919/620-0897
NC	OPR	Shelita Meadows	1706 W Ehringhaus St	Elizabeth City	27909-4554	252/331-1907
NC	OPR	Micah Eller	541 Cc Camp Rd	Elkin	28621-8704	336/366-3333
NC	OPR	Bob Bangs	4611 Ramsey St	Fayetteville	28311-2138	910/488-1907
NC	OPR	Cody Hopper	1921 Skibo Rd	Fayetteville	28314-1541	910/868-4849
NC	OPR	Colby Burnette	7620 S Raeford Rd	Fayetteville	28304-6127	910/745-9010

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

NC	OPR	Nick Isaac	419 Cross Creek CFA - Mall	Fayetteville	28303-7238	910/864-2596
NC	OPR	Zach Ayers	2727 Raeford Rd	Fayetteville	28303-5435	910/483-9501
NC	OPR	Sam Seigler	118 Hilltop Way	Forest City	28043-9600	828/919-2179
NC	OPR	Caleb Peters	1410 Siler Road	Franklin	28734	828/369-0830
NC	OPR	Michael Lawson	1460 N Main St	Fuquay Varina	27526-8901	919/577-1030
NC	OPR	Jerry Coleman	220 Shenstone Ln	Garner	27529-6905	919/329-0275
NC	OPR	Jerry Coleman	2720 Timber Dr	Garner	27529-2591	919/661-2448
NC	OPR	Nolan Hatley	424 Cox Rd	Gastonia	28054-0609	
NC	OPR	Russell Wade	1201 N Berkeley Blvd	Goldsboro	27534-3419	919/778-5717
NC	OPR	Andrew White	6025 W Gate City Blvd	Greensboro	27407-7008	336/907-7064
NC	OPR	Brian Kiser	348 Four Seasons Town Ctr	Greensboro	27407-4758	336/294-3211
NC	OPR	David Crockett	5901 W Friendly Ave	Greensboro	27410-3207	336/854-5411
NC	OPR	Ed Ayers	1100 Lanada Rd	Greensboro	27407-2650	336/854-9355
NC	OPR	Jim Brown	611 Pembroke Rd	Greensboro	27408-7607	336/323-0298
NC	OPR	Keith Kiser	209 Pisgah Church Rd	Greensboro	27455-2517	336/286-0408
NC	OPR	Keith Kiser	3714 Battleground Ave	Greensboro	27410-2344	336/286-0073
NC	OPR	Nick Matthews	2710 Koury Blvd	Greensboro	27407-4967	336/299-4643
NC	OPR	Ben Dixon	3020 Evans St	Greenville	27834-6939	252/355-8706
NC	TMP	Raymond Allan	714 Greenville Blvd Se Ste F7	Greenville	27858-5104	252/355-4529
NC	OPR	Jeremy Stouder	6805 Jenkins Ln	Harrisburg	28075-3300	704/455-0082
NC	OPR	Joshua Towne	200 Trade St	Henderson	27536-3500	252/436-0010
NC	OPR	Joel Benson	52 Highlands Square Dr	Hendersonville	28792-5722	828/693-8080
NC	OPR	Joel Benson	640 Spartanburg Hwy	Hendersonville	28792-5761	
NC	OPR	James Goewey	1815 US Highway 70 SE	Hickory	28602-5157	828/267-2027
NC	OPR	Jason Pope	1239 2nd St NE	Hickory	28601-2660	828/569-2769
NC	OPR	Tim Ray	1960 US Highway 70 SE Ste 2-121	Hickory	28602-5106	828/322-7038
NC	OPR	Gene Rhodes	2700 N Main St	High Point	27265-2825	336/869-7280
NC	OPR	Gene Rhodes	3855 John Gordon Ln	High Point	27265-8046	336/841-2382
NC	OPR	Lori Allred	801 Village Walk Dr	Holly Springs	27540-7193	919/567-0060
NC	OPR	Tiffany Choice	3101 N Main St	Hope Mills	28348-1716	910/425-2768
NC	OPR	Joe Hatzopoulos	16915 Statesville Rd	Huntersville	28078-7130	704/892-0071
NC	OPR	Dean Sandbo	13801 E Independence Blvd	Indian Trail	28079-9611	704/882-2697
NC	OPR	Pete Burgess	1405 Western Blvd	Jacksonville	28546-6758	910/455-2934
NC	OPR	Pete Burgess	304B Western Blvd	Jacksonville	28546-6337	910/353-9700
NC	OPR	Pete Burgess	306 Jacksonville Mall	Jacksonville	28546-7316	910/353-7887
NC	OPR	David Grix	1110 S Main St	Kernersville	27284-7480	336/992-7388
NC	OPR	David Grix	1331 Glenn Center Dr	Kernersville	27284-0187	336/993-4772
NC	OPR	John McPhaul	4499 Hwy 70 W	Kinston	28504-7576	252/208-0744
NC	OPR	Kevin Richardson	6711 Knightdale Blvd	Knightdale	27545-7300	919/754-4977
NC	OPR	Michael Meservy	914 S 401 Bypass Hwy	Laurinburg	28352-0500	910/501-9797
NC	OPR	Veronica Weibel	3571 Leland Town Center Drive	Leland	28451	910/408-1040
NC	OPR	Mike Sheley	116 Wilkesboro Blvd SE	Lenoir	28645-4438	828/929-2449
NC	OPR	Tom Fitzpatrick	75 Plaza Pkwy	Lexington	27292-5366	336/242-9527
NC	OPR	Brittany Joyner	1904 E Main St	Lincolnton	28092-3917	704/735-0050
NC	OPR	Mark Morse	230 Jackson Ct	Lumberton	28358-1103	910/739-7797
NC	OPR	Dean Sandbo	6390 Weddington Rd	Matthews	28104-7925	704/234-1000
NC	OPR	Deno Keretses	9905 Matthews Park Dr	Matthews	28105-1714	704/847-7702
NC	OPR	Todd Perkins	1311 Mebane Oaks Rd	Mebane	27302-9681	919/568-6080
NC	OPR	Hal Queen	7404 Matthews Mint Hill Rd	Mint Hill	28227-7595	704/486-4072
NC	OPR	David Rowland	2115 W Roosevelt Blvd Ste 105	Monroe	28110-2737	704/283-8070
NC	OPR	David Rowland	2592 W Roosevelt Blvd	Monroe	28110-8431	704/225-8630
NC	OPR	Darin Wiggins	420 Talbert Rd	Mooreville	28117-8035	704/944-2884

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NC	OPR	Darin Wiggins	457 River Hwy	Mooreville	28117-6828	704/799-0401
NC	OPR	Patrick Conneely	5156 Hwy 70 W	Morehead City	28557-4504	252/247-7281
NC	OPR	Dallas Stoudenmire	1006 Burkemont Ave	Morganton	28655-4503	828/439-2373
NC	OPR	Chad Tidd	2007 Rockford St	Mount Airy	27030-5203	336/648-8500
NC	OPR	Tom Pike	3000 M L King Jr Blvd	New Bern	28562-5212	252/672-9321
NC	OPR	Terry Shelton	11025 Carolina Place Pkwy Ste Fc10	Pineville	28134-9014	704/543-4238
NC	TMP	Andrew Carowan	4154 Main at North Hills St	Raleigh	27609-5754	919/420-1936
NC	OPR	Ashlee Lawson	2000 Cameron St	Raleigh	27605-1311	919/589-1637
NC	OPR	Charlie McClure	7740 Fayetteville Rd	Raleigh	27603-5430	919/420-9760
NC	OPR	Charly Kerr	8661 Six Forks Rd	Raleigh	27615-2966	919/848-6715
NC	OPR	Chris Latta	4621 Capital Blvd	Raleigh	27604-4479	919/850-2175
NC	OPR	Chris Latta	6701 Falls of Neuse Rd	Raleigh	27615-5373	919/845-4556
NC	OPR	David Langston	8901 Brier Creek Pkwy	Raleigh	27617-7807	919/973-0093
NC	OPR	Donovan Carless	5959 Triangle Town Blvd Spc FC1104	Raleigh	27616-3268	919/792-2214
NC	OPR	Jade Costen	651 E Six Forks Rd	Raleigh	27609-7852	919/831-1408
NC	OPR	Katherine Wade	3770 Lake Boone Trl	Raleigh	27607-3042	919/785-2799
NC	OPR	Nick Welch	4325 Glenwood Ave Ste 2040	Raleigh	27612-4526	919/782-1911
NC	OPR	Terry Butler	6612 Glenwood Ave	Raleigh	27612-7128	919/571-8480
NC	OPR	Amy Galloway	280 Premier Blvd	Roanoke Rapids	27870-5076	252/541-5101
NC	OPR	Bill Lehnese	1332 Jeffreys Rd	Rocky Mount	27804-1806	252/442-3525
NC	OPR	Bo Hawkins	902 E Innes St	Salisbury	28144-4638	704/797-9300
NC	OPR	Kelly McKeown	3224 NC Highway 87 S	Sanford	27332	919/777-0707
NC	OPR	Chris Guthrie	2900 Frontage Rd NW	Shallotte	28470-5990	910/722-9011
NC	TMP	Brennan Dorsett	2001 E Dixon Blvd Ste 38	Shelby	28152-6957	704/482-8150
NC	OPR	Chris Beckler	719 E Dixon Blvd	Shelby	28152-6831	704/481-8110
NC	OPR	Keith Dimsdale	1300 N Brightleaf Blvd	Smithfield	27577-7204	919/938-0058
NC	OPR	Eric Corbett	10735 S. US Highway 15/501	Southern Pines	28387	910/692-6646
NC	OPR	David Watson	228 Turnersburg Hwy	Statesville	28625-2797	704/881-0002
NC	OPR	Rob Reasoner	1010 Forestville Rd	Wake Forest	27587-9361	919/554-6995
NC	OPR	Rob Reasoner	11730 Retail Dr	Wake Forest	27587-7349	919/562-9004
NC	OPR	Robert Conard	45 Barber Blvd	Waynesville	28786-2874	828/452-7838
NC	OPR	Mark Eller	2007 W US Highway 421	Wilkesboro	28697-8637	336/921-2697
NC	OPR	Ben Salmon	5123 Market St	Wilmington	28405-3431	910/397-2884
NC	OPR	Billy Lynch	195 Porters Neck Rd	Wilmington	28411-7601	910/686-2130
NC	OPR	Billy Lynch	6891 Swan Mill Rd	Wilmington	28405-3170	910/256-0854
NC	OPR	Harold Jarvis	5106 S College Rd	Wilmington	28412-2206	910/794-9008
NC	OPR	Mike Perdue	3389 Oleander Dr	Wilmington	28403-0808	910/452-9399
NC	OPR	Mike Perdue	3500 Oleander Dr Ste Fc2	Wilmington	28403-0847	910/799-3900
NC	OPR	Christy Proctor	2407 Forest Hills Rd W	Wilson	27893-3478	252/206-9862
NC	OPR	Christy Proctor	5100 Raleigh Road Pkwy W	Wilson	27896-9708	252/640-2756
NC	TMP	Brooks Pender	3320 Silas Creek Pkwy Ste FC7	Winston Salem	27103-3126	336/760-9412
NC	OPR	Carrie Ingram	1925 N Peace Haven Rd	Winston Salem	27106-4850	336/659-8140
NC	TMP	Laura Turbyfill	391 Knollwood St	Winston Salem	27103-1814	336/722-6058
NC	OPR	Peter Zimmermann	3343 Sides Branch Rd	Winston Salem	27127-6852	336/785-2206
NC	OPR	Peter Zimmermann	924 Hanes Mall Blvd	Winston Salem	27103-5527	336/765-0713
NC	OPR	Ross Parrish	328 E Hanes Mill Rd	Winston Salem	27105-9135	336/377-3440
NC	OPR	Abbott Dees	4239 Winterville Pkwy	Winterville	28590-7969	252/321-1382
ND	OPR	Andrew Stubbs	703 S. 3rd Street	Bismarck	58504-5753	701/751-0793
ND	OPR	Kimberly Flamm	4100 13th Ave S	Fargo	58103-3322	701/281-5976
ND	OPR	Guy Wentink	3230 32nd Ave S	Grand Forks	58201-6018	701/746-9942
NE	OPR	Tom Deall	2016 Cornhusker Rd	Bellevue	68123-4422	402/292-2337
NE	OPR	Charlie Colon	6810 S 27th St	Lincoln	68512-4822	402/975-2448

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NE	OPR	Mike Stice	4770 O St	Lincoln	68510-1847	402/465-0075
NE	OPR	Ed Douan	12310 W Dodge Rd	Omaha	68154-2382	402/884-8654
NE	OPR	Rich Ubele	7575 Dodge St	Omaha	68114-3632	402/614-6960
NE	OPR	Stu Shaw	17501 W Center Rd	Omaha	68130-2740	402/334-3452
NE	TMP	Valerie Oliver	6310 N 72nd St	Omaha	68134-2104	402/571-0927
NE	OPR	Josh Norton	8710 S 71st Plz	Papillion	68133-2142	402/934-6601
NH	OPR	Anthony Piccola	310 Daniel Webster Hwy Ste 144	Nashua	03060-5732	603/891-1000
NH	OPR	Anthony Piccola	377 Amherst St	Nashua	03063-1210	603/595-2202
NH	OPR	Grant Stoffel	14 S Village Dr	Salem	03079-3002	978/872-1421
NJ	OPR	Bill Diaco	110 Black Horse Pike	Audubon	08106	856/547-0815
NJ	OPR	Bill Diaco	301 White Horse Pike	Barrington	08007-1317	856/417-0222
NJ	OPR	Ted Reim	522 Route 70	Brick	08723-4014	732/477-1093
NJ	OPR	Jamie Gottschling	1817 Mount Holly Rd	Burlington	08016-4700	609/309-9335
NJ	OPR	Dave Curran	2020 Marlton Pike W Ste C	Cherry Hill	08002-2751	856/488-9117
NJ	OPR	Dave Curran	400 Haddonfield Rd	Cherry Hill	08002-2206	856/488-1600
NJ	OPR	Shelby Streeter	1749 Marlton Pike E	Cherry Hill	08003-2320	856/481-3077
NJ	OPR	Steve Cozzi	1301 Fairview Blvd	Delran	08075-1452	856/764-0765
NJ	TMP	Steven Kramb	1750 Deptford Center Rd Ste F17	Deptford	08096-5235	856/209-4666
NJ	OPR	Tom Henry	1480 Clements Bridge Rd	Deptford	08096-3006	856/853-0425
NJ	OPR	Cassie Stubbs	42 State Route 36	Eatontown	07724-2508	609/496-5479
NJ	TMP	Rebecca Rouse	180 Highway 35 Spc F-9	Eatontown	07724-2023	732/542-2243
NJ	TMP	Brian Bundy	55 Parsonage Rd Unit 434	Edison	08837-2499	732/548-6024
NJ	OPR	Sophie Stein	999 US Highway 1	Edison	08817-4849	732/743-7123
NJ	OPR	Amy McCloy-Miles	6801 Black Horse Pike	Egg Harbor Township	08234-4115	609/407-4900
NJ	OPR	Josh Maxwell	6038 Black Horse Pike	Egg Harbor Township	08234-9752	609/407-4100
NJ	OPR	Dennis Williams	2 Nathaniel Pl	Englewood	07631-2735	201/227-2050
NJ	OPR	Ryan Reep	287 US Highway 202/31 S	Flemington	08822-3458	908/237-2697
NJ	OPR	Kelvin Gardner	3323 US Highway 9	Freehold	07728-8528	732/431-3067
NJ	OPR	Ramon Varona	3710 US Highway 9 Ste 2314	Freehold	07728-4812	732/308-3402
NJ	OPR	Dennis Williams	41 Route W # 4	Hackensack	07601	201/525-7290
NJ	OPR	Josh Leon	555 Marketplace Blvd	Hamilton	08691-2112	609/581-7603
NJ	OPR	Brandon Jones	2819 State Route 35	Hazlet	07730	732/335-5543
NJ	TMP	Sarah Houchins	4881 Us Highway 9	Howell	07731-3749	732/730-9033
NJ	OPR	Dorian Peterson	30 Mall Dr W	Jersey City	07310-1615	201/459-1100
NJ	OPR	Jonathan Marple	2950 US Highway 1	Lawrenceville	08648-2415	609/710-5511
NJ	OPR	Marlon Terrell	900 W Edgar Road	Linden	07036	908/290-3289
NJ	OPR	Matthew Baals	434 Route 72 W	Manahawkin	08050-2899	609/488-6611
NJ	OPR	Christian McGrory	220 Route 73 N	Marlton	08053-1608	856/985-4391
NJ	OPR	Drew Blind	1711 NJ-10 (Rt.10)	Morris Plains	07950	973/605-1029
NJ	OPR	Alyssa Schleicher	1418 Nixon Dr	Mount Laurel	08054-4261	856/778-1900
NJ	OPR	Rich Reiner	58 Centerton Rd	Mount Laurel	08054-6102	856/439-2696
NJ	OPR	Adam Smith	7416 Tonnelle Ave	North Bergen	07047-4619	201/351-0344
NJ	OPR	Carlos Colon-Lopez	2313 US Highway 1	North Brunswick	08902-4422	732/289-9699
NJ	OPR	James Cordero	770 Texas Rd	Old Bridge	08857	732/591-1560
NJ	OPR	Aaron Reynolds	2065 Paramus Park Mall	Paramus	07652-3536	201/967-1059
NJ	TMP	Zachary Crane	1 Garden State Plz Spc Fc-10	Paramus	07652-2417	201/843-0347
NJ	OPR	Jon Young	1194 US Highway 22	Phillipsburg	08865-4117	908/859-4000
NJ	OPR	Ray Cowan	726 State Rt 17	Ramsey	07446-1603	201/818-8825
NJ	OPR	Jeff Price	621 Woodbury Glassboro Rd	Sewell	08080-3733	856/464-2277
NJ	OPR	Burley Clark	481 Berlin - Cross Keys Road	Sicklerville	08081-9749	856/262-0002
NJ	OPR	Will Bridges	4801 Stelton Rd	South Plainfield	07080-1106	908/548-8729
NJ	OPR	Ken Walsh	19 Teterboro Landing Dr	Teterboro	07608-1120	201/288-0847

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NJ	OPR	Burley Clark	5651 Route 42	Turnersville	08012-1000	856/228-2111
NJ	TMP	Jesse Holzmer	2319 US Highway 22 W	Union	07083-8517	908/688-4515
NJ	OPR	Phil Kelley	3849 S Delsea Dr	Vineland	08360-7408	856/327-4414
NJ	OPR	John McArthur	1170 White Horse Rd	Voorhees	08043-2108	856/784-5360
NJ	OPR	Michael Thornton	1662 US Highway 22	Watchung	07069-6508	908/561-0580
NJ	OPR	Vickie Witt	88 Willowbrook Blvd	Wayne	7470	973/841-5102
NJ	OPR	Mike Lutz	244 N Route 73	West Berlin	08091-2505	856/767-0817
NJ	OPR	Aaron Tam	434 Woodbridge Ctr	Woodbridge	07095-1305	732/634-8981
NJ	OPR	Marlon Terrell	1040 US Highway 1 N	Woodbridge	07095-2507	732/636-2074
NM	OPR	Dan O'Bryan	4001 Coors Blvd NW	Albuquerque	87120-3577	505/831-6999
NM	OPR	Ken Sersun	210 Eubank Blvd SE	Albuquerque	87123-3327	505/292-9190
NM	OPR	Len Spadoni	1600 Gibson Blvd SE	Albuquerque	87106-5043	505/247-0947
NM	OPR	Len Spadoni	5009 Montgomery Blvd NE	Albuquerque	87109-1307	505/884-4171
NM	OPR	Margo Wilson	3801 Ellison Rd Nw	Albuquerque	87114-7017	505/898-8988
NM	OPR	Mark Cook	2274 Wyoming Blvd NE	Albuquerque	87112-2620	505/299-0276
NM	OPR	Mark Cook	8110 San Pedro Dr NE	Albuquerque	87113-1735	505/797-7858
NM	OPR	Gary Smouse	4910 E Main St	Farmington	87402-8658	505/325-7000
NM	OPR	Matt Carper	1105 E University Ave	Las Cruces	88001-5607	575/521-6247
NM	OPR	Matt Carper	2091 E Lohman Ave	Las Cruces	88001-3189	575/524-2888
NM	OPR	Bridget Alcalá	1058 Unser Blvd SE	Rio Rancho	87124-6001	505/892-1359
NM	OPR	Mark Ruse	2400 Cerrillos Rd	Santa Fe	87505-3392	505/424-2269
NV	OPR	Matt Hock	4751 Cochise Street	Carson City	89703	775/600-1027
NV	OPR	Dan Mullins	460 N Stephanie St	Henderson	89014-6651	702/463-4004
NV	OPR	Bill Carnohan	1100 S Fort Apache Rd	Las Vegas	89117-5459	
NV	TMP	Brandon Guardiola	4165 Paradise Rd	Las Vegas	89169-6512	725/204-9116
NV	OPR	Cole Donahoo	2480 S Rancho Dr	Las Vegas	89102	702/252-4232
NV	OPR	Cole Donahoo	3841 W Flamingo Rd	Las Vegas	89103-4009	702/357-3003
NV	OPR	Dave Taplin	9925 S Eastern Ave	Las Vegas	89183-7944	702/684-6888
NV	OPR	David Mullins	3667 Las Vegas Blvd S	Las Vegas	89109-4331	702/331-3038
NV	OPR	Henry Cho	7010 Las Vegas Blvd S	Las Vegas	89119-4007	702/384-0080
NV	OPR	Misti Cunningham	6410 Centennial Center Blvd	Las Vegas	89149	702/540-4588
NV	OPR	Ron Peterson	9830 W Flamingo Rd	Las Vegas	89147	702/433-4381
NV	OPR	Vince Merrell	1991 N Rainbow Blvd	Las Vegas	89108-2798	702/648-6486
NV	OPR	Amy Malmrose	1720 W Craig Rd	North Las Vegas	89032-0225	844/588-2699
NV	OPR	Ryan Smith	6365 S McCarran Blvd	Reno	89509-6101	775/470-8333
NV	OPR	Tiffany Sangster	1390 Big Fish Dr	Sparks	89434-4413	775/440-1828
NY	OPR	Brandon Hurst	166 Flatbush Ave	Brooklyn	11217-2019	917/810-0455
NY	TMP	Drake Rabon	3464 McKinley Pkwy	Buffalo	14219-2131	716/803-8801
NY	OPR	Cassandra Sheedy	1753 Walden Ave	Cheektowaga	14225-4924	716/894-2042
NY	OPR	Jimmer Szatkowski	7916 Brewerton Rd	Cicero	13039-9550	315/288-5202
NY	OPR	Bryan Beasley	656 Commack Rd	Commack	11725-5404	631/499-1280
NY	OPR	Andrew Privitera	4942 Transit Rd	Depew	14043-4616	716/601-7741
NY	OPR	Aman Mekonen	82-23 Baxter Ave	Elmhurst	11373-1304	917/579-0008
NY	OPR	Jonathan Dickson	9015 Queens Blvd Ste 7	Elmhurst	11373-4910	718/271-1755
NY	OPR	Nolan Patrick	1991 Broadhollow Rd	Farmingdale	11735-1704	631/777-1926
NY	OPR	Joe Hawkins	630 Old Country Rd	Garden City	11530-3467	516/743-3636
NY	OPR	Alan Taylor	2140 W Ridge Rd	Greece	14626-2802	585/225-1005
NY	OPR	Erin Elko	1401 Broadway Mall	Hicksville	11801-2715	516/433-6305
NY	OPR	Noah Levy	200 E Jericho Turnpike	Huntington Station	11746-7324	631/944-8331
NY	OPR	Jimmer Szatkowski	3974 State Route 31	Liverpool	13090-1312	315/715-4008
NY	OPR	Al Cuevas	601 W 181st St	New York	10033-4914	646/351-6711
NY	OPR	Bill Lynch	1180 Avenue of the Americas	New York	10036-8401	877/772-1020

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NY	OPR	Charles Bohs	675 8th Ave	New York	10036-7105	718/504-6528
NY	OPR	Ellie Kim	50 E 42nd St	New York	10017-5457	917/261-6415
NY	OPR	Jared Caldwell	1536 3rd Ave	New York	10028-2167	212/410-7500
NY	OPR	Josh Baals	461 Park Ave S	New York	10016-6822	855/667-3232
NY	OPR	Josh Baals	700 Avenue of the Americas	New York	10010-5141	855/667-3232
NY	OPR	Kevin Young	216 W 125th St	New York	10027-4410	646/370-5144
NY	OPR	Luke Cook	144 Fulton St	New York	10038-2505	212/381-0780
NY	OPR	Oscar Fittipaldi	1000 Avenue of the Americas	New York	10018-5440	212/704-9920
NY	OPR	Oscar Fittipaldi	219 W 34th St	New York	10001	212/564-5045
NY	OPR	Paul Daniels	918 8th Ave	New York	10019-5152	212/245-2325
NY	OPR	Sam Megala	711 Lexington Ave	New York	10022-2053	646/368-1700
NY	OPR	Michael King	400 State Route 3	Plattsburgh	12901-6519	518/324-6696
NY	OPR	Stan Abrahamsen	5184 Nesconset Hwy	Port Jefferson Stati	11776-1302	631/476-8100
NY	OPR	Bill Kaser	1115 E Ridge Rd	Rochester	14621-1903	585/505-6377
NY	OPR	Michael Taylor	100 Marketplace Dr Ste 200	Rochester	14623-6000	585/272-1700
NY	OPR	Marc Thompson Jr.	24923 Rockaway Blvd	Rosedale	11422-3111	718/269-7242
NY	OPR	Bryan Beasley	530 Smithtown Byp	Smithtown	11787-5017	631/360-3565
NY	OPR	Roosevelt Board	2655 Richmond Ave	Staten Island	10314-5821	929/343-5064
NY	OPR	Merrit Brady	1290 Arsenal St	Watertown	13601-2182	855/946-2647
NY	OPR	Scott Buccellato	1530 Old Country Rd	Westbury	11590-5252	516/222-2530
OH	OPR	Chyress Obregon	26300 Cedar Rd Ste FC5	Beachwood	44122-1196	216/831-5195
OH	OPR	Rex Brooking	2360 N Fairfield Rd	Beavercreek	45431-2558	937/320-1228
OH	OPR	Rex Brooking	2727 Fairfield Commons Blvd	Beavercreek	45431-3778	937/320-1224
OH	OPR	Gretchen Norton	11250 Reed Hartman Hwy	Blue Ash	45241-2419	513/608-9582
OH	OPR	Billy James	7401 Market St Rm 857	Boardman	44512-5648	330/758-7391
OH	OPR	Dan Justus	3470 Center Rd	Brunswick	44212-3689	330/225-7670
OH	OPR	Doug Pugh	4228 Belden Village Mall	Canton	44718-2504	330/494-2894
OH	OPR	Marla Davis	5301 Cornerstone North Blvd	Centerville	45440-2269	937/439-1700
OH	OPR	Chuck Perkins	8598 Beechmont Ave	Cincinnati	45255-4708	513/474-2445
OH	OPR	Garth Truter	7875 Montgomery Rd Spc F5	Cincinnati	45236-4602	513/793-7149
OH	OPR	Jason Griggs	6495 Glenway Ave	Cincinnati	45211-5233	513/598-9400
OH	OPR	Marc Osborne	9496 Colerain Ave	Cincinnati	45251-2002	513/245-0934
OH	OPR	Roland Rubio	4695 Marburg Ave	Cincinnati	45209-5005	513/401-8478
OH	OPR	Tom Sutton	874 Eastgate North Dr	Cincinnati	45245-1588	513/752-0223
OH	OPR	Adam DiSibio	1924 N High St	Columbus	43201-1148	614/424-6020
OH	OPR	Karen Bolumen	6240 E Broad St	Columbus	43213-1530	614/861-2300
OH	OPR	Paul Rankin	3940 Morse Rd	Columbus	43219-3016	614/414-7222
OH	OPR	Seth Flores	807 W 3rd Ave	Columbus	43212-3106	614/297-6923
OH	OPR	Waylon Willoughby	1500 Polaris Pkwy Ste FC4	Columbus	43240-2131	614/438-5845
OH	OPR	Waylon Willoughby	8787 Sancus Blvd	Columbus	43240-2016	614/888-8787
OH	OPR	Erich Weiss	420 Howe Ave	Cuyahoga Falls	44221-4957	330/920-4544
OH	OPR	Grace Neeley	2700 Miamisburg-Ctrvil Rd #212	Dayton	45459	937/439-1932
OH	OPR	Kevin Weaver	3339 Benchwood Rd	Dayton	45414-2705	937/454-0445
OH	OPR	Marla Davis	1482 Miamisburg Centerville Rd	Dayton	45459-3827	937/439-2552
OH	OPR	Brian Siktberg	6051 Sawmill Rd	Dublin	43017-3632	614/717-9404
OH	OPR	Brian Siktberg	6105 Parkcenter Cir	Dublin	43017	614/568-4057
OH	OPR	Kevin Harris	5043 Tuttle Crossing Blvd Ste 169	Dublin	43016-1523	614/760-7688
OH	OPR	Daryl Nelson	6305 S Gilmore Rd	Fairfield	45014-5159	513/860-1915
OH	OPR	Daryl Nelson	3403 Princeton Rd	Fairfield Township	45011-7956	513/892-4232
OH	OPR	Paul Becker	47 Flight Memorial Pkwy	Fairlawn	44333-4563	330/668-2404
OH	OPR	Paul Hadde	1931 Tiffin Ave	Findlay	45840-6752	419/425-5288
OH	OPR	Joe Benson	1696 Stringtown Rd	Grove City	43123-8995	614/539-9500

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

OH	OPR	Dream Wright	1988 Hilliard Rome Rd	Hilliard	43026-7566	614/771-9650
OH	OPR	Justin Amburgey	6720 Airport Hwy	Holland	43528-7825	419/865-0810
OH	OPR	Kevin Weaver	8120 Troy Pike	Huber Heights	45424-1052	937/237-9090
OH	OPR	Matt Eller	480 E Stroop Rd	Kettering	45429	937/949-9643
OH	OPR	Matt Woods	5400 Leavitt Rd	Lorain	44053-2156	440/780-2697
OH	OPR	Dan Stanko	8213 Golden Link Blvd	Macedonia	44067-2068	330/908-3300
OH	OPR	Markus Schleidt	5150 Merten Dr	Mason	45040-9418	513/770-3445
OH	OPR	Billie Federer	6390 Mayfield Rd	Mayfield Heights	44124-3213	440/683-1946
OH	OPR	Tony Morgano	1007 N Court St	Medina	44256-1565	330/588-3910
OH	OPR	Lauren Kontur	9611 Mentor Ave	Mentor	44060-4528	440/354-2924
OH	OPR	Mike Moore	5700 Romar Dr	Milford	45150-7514	513/239-3023
OH	OPR	George Rosche	5411 Dressler Rd NW	North Canton	44720-7748	330/966-5420
OH	OPR	Ken Ball	4779 Great Northern Blvd	North Olmsted	44070-3428	440/716-0030
OH	OPR	Sheilla Lienerth	6676 Ridge Rd	Parma	44129-5707	440/842-7576
OH	OPR	Steven Owen	10315 Fremont Pike	Perrysburg	43551-3336	419/333-6878
OH	TMP	Mitchell Daniel	1110 Boardman Poland Rd	Poland	44514-1930	330/726-7205
OH	OPR	Zach Mallare	2364 Taylor Park Dr	Reynoldsburg	43068	614/501-1719
OH	OPR	Dominic Harper	20801 Center Ridge Rd	Rocky River	44116-4315	440/754-0231
OH	OPR	Stacy Austin	67950 Mall Ring Road	Saint Clairsville	43950	740/827-3151
OH	OPR	Dave Baumgartner	4661 Milan Rd	Sandusky	44870-5841	419/626-5319
OH	OPR	Chris Aey	6150 Som Center Rd	Solon	44139-2333	440/498-0645
OH	OPR	Doug Peters	501 E Kemper Rd	Springdale	45246-3230	513/671-9333
OH	TMP	Cristopher Lopez	1740 N Bechtle Ave	Springfield	45504-1573	937/977-7343
OH	OPR	Brian Wellman	16584 Royalton Rd	Strongsville	44136-4431	440/238-2344
OH	OPR	Jonathan Winn	3308 Secor Rd	Toledo	43606-1517	419/578-1000
OH	OPR	Jonathan Winn	4260 W Sylvania Ave	Toledo	43623-4417	419/474-2000
OH	OPR	Jonathan Winn	5001 Monroe St Ste FC10	Toledo	43623-3626	419/471-9455
OH	OPR	Justin Amburgey	6636 W Central Ave	Toledo	43617-1075	419/841-7762
OH	OPR	Doug Knostman	1910 W Main St	Troy	45373-1017	937/335-4155
OH	OPR	Derek Emerson	1885 Niles Cortland Rd SE	Warren	44484-3066	330/652-1300
OH	OPR	Gerrick Doss	4001 Richmond Rd	Warrensville Heights	44122-6048	216/831-6700
OH	OPR	Andrew Wight	7602 Trailside Dr	West Chester	45069-7588	513/777-0200
OH	OPR	Markus Schleidt	7733 Voice of America Centre Dr	West Chester	45069-2791	513/779-1767
OH	OPR	Damian Grana	30115 Detroit Rd	Westlake	44145-1946	440/534-3838
OH	OPR	Tony Alexander	35441 Euclid Ave	Willoughby	44094-4515	440/946-1831
OH	OPR	Jared Szari	5647 Mahoning Ave	Youngstown	44515-2319	330/572-0005
OK	OPR	Andrew Pratt	1500 Lonnie Abbott Blvd	Ada	74820-1812	580/447-6262
OK	OPR	Drew Anderson	2500 12th Ave NW	Ardmore	73401-1273	580/319-7901
OK	OPR	Chase Allcott	602 SE Washington Blvd	Bartlesville	74006-8233	918/331-9956
OK	OPR	Amanda Almy	850 E. Kenosha Street	Broken Arrow	74012	918/251-0199
OK	OPR	Brian Treat	664 S Lynn Riggs Blvd	Claremore	74017-8711	918/283-2389
OK	OPR	Greg Harjo	1025 W I 35 Frontage Rd	Edmond	73034-7328	405/844-0077
OK	OPR	Greg Harjo	1210 E 2nd St	Edmond	73034-5317	405/330-1141
OK	OPR	Mac McMurry	52 E 33rd St	Edmond	73013-4603	405/330-6946
OK	OPR	Connie Sturgeon-Hart	4329 W Owen K Garriott Rd	Enid	73703-4810	580/234-9801
OK	OPR	Bart Milligan	12130 S Waco Ave	Glenpool	74033-5660	918/296-5508
OK	OPR	Jonathan Pickett	2301 NW Cache Rd	Lawton	73505-5215	580/353-7766
OK	OPR	Ron Buckley	1209 Tanglewood Dr	McAlester	74501	918/956-3232
OK	OPR	Bill Redenius	5705 SE 15th St	Midwest City	73110-2622	405/741-1505
OK	OPR	Bill Redenius	7331 SE 29th St	Midwest City	73110-6122	405/741-1500
OK	OPR	Brian Hilgenfeld	2001 S Telephone Rd	Moore	73160-2938	405/799-6100
OK	OPR	Brandon Allen	2004 N 11th St	Muskogee	74401-3521	918/687-1100



# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

OK	OPR	Brian Hilgenfeld	2437 W Main St	Norman	73069-6327	405/579-1500
OK	TMP	Casey Smith	3351 W Main St	Norman	73072-4806	405/364-4364
OK	OPR	Nick Mauldin	120 12th Ave NE	Norman	73071-5235	405/310-3189
OK	OPR	Aaron Weast	6420 SW 3rd St	Oklahoma City	73128-2201	405/440-0500
OK	OPR	James Novak	7004 NW Expressway	Oklahoma City	73132-3534	405/728-9494
OK	OPR	Joseph Adcock	2501 W Memorial Rd Ste 12	Oklahoma City	73134-8025	405/755-4762
OK	OPR	Rey Ferreyro	14040 N Pennsylvania Ave	Oklahoma City	73134-6116	405/752-8100
OK	OPR	Steve Steward	920 W I 240 Service Rd	Oklahoma City	73139-2303	405/632-2525
OK	OPR	Tricia Whitthorne	1901 NW Expressway Ste 2045A	Oklahoma City	73118-9272	405/810-8888
OK	OPR	Tricia Whitthorne	6201 N May Ave	Oklahoma City	73112-4243	405/810-8888
OK	OPR	Mark Schneider	12015 E 96th St N	Owasso	74055-5329	918/272-7201
OK	OPR	Matt Danberry	450 S Hwy 97	Sand Springs	74063	918/419-0200
OK	OPR	Jeff Madison	4637 N Kickapoo Ave	Shawnee	74804-1200	405/273-1388
OK	OPR	James Walker	600 E Hall of Fame Ave	Stillwater	74075-5452	405/742-2111
OK	OPR	Arthur Greeno	11201 E 71st St	Tulsa	74133-2525	918/461-0777
OK	OPR	Arthur Greeno	7021 S Memorial Dr Ste 260A	Tulsa	74133-2068	918/252-4429
OK	OPR	Bart Milligan	7129 S Olympia Ave	Tulsa	74132-1856	918/445-7200
OK	OPR	David Chen	4933 E 41st St	Tulsa	74135-6057	918/622-7815
OK	OPR	Greg Campbell	10437 S Memorial Dr	Tulsa	74133-7040	918/369-6464
OK	OPR	Chad Gert	1724 Garth Brooks Blvd	Yukon	73099-6387	405/354-6280
ON	OPR	Jazmine Funes	300 Borough Dr	Scarborough	M1P 4P5	416/290-0300
OR	OPR	Dean Hogan	10657 SW Beaverton Hillsdale Hwy	Beaverton	97005-3109	503/305-9158
OR	OPR	Jared Coleman	2940 SW Cedar Hills Blvd	Beaverton	97005-1353	503/626-1953
OR	OPR	Todd Keller	20508 Robal Ln	Bend	97701-6768	541/249-4940
OR	OPR	Brian Davis	12520 SE 93rd Ave	Clackamas	97015-9760	503/308-6953
OR	OPR	Mike Misenhimer	2558 SE Burnside Rd	Gresham	97080-1245	503/912-3761
OR	OPR	Brian Hogan	2855 NE TOWN CENTER DR	Hillsboro	97006-8913	503/433-9015
OR	OPR	Brian Hogan	6810 SE Carlyle St	Hillsboro	97123-0014	503/433-9018
OR	OPR	Clint Peebles	5655 Ulali Dr NE	Keizer	97303-1504	503/735-7575
OR	OPR	Chris Peyton	10 Rossanley Dr	Medford	97501	541/772-0604
PA	OPR	Mat Dempsey	6379 Hamilton Blvd	Allentown	18106-9554	484/664-2907
PA	OPR	Mike Burgmeier	106 Sierra Dr	Altoona	16601-9341	814/942-1647
PA	OPR	Eric Stephens	1525 Street Rd	Bensalem	19020-4653	267/420-2205
PA	OPR	Andy Pulkowski	1033 Washington Pike	Bridgeville	15017-2704	412/730-3322
PA	OPR	Todd Kanzinger	4700 Edgmont Ave	Brookhaven	19015-1401	610/876-9600
PA	OPR	Chuck Steppe	2 Noble Blvd	Carlisle	17013-4119	717/218-8427
PA	OPR	Adam Donius	970 Norland Ave	Chambersburg	17201-4203	717/263-0477
PA	OPR	Ron Trout	1700 Route 228	Cranberry Township	16066-5320	724/772-0222
PA	OPR	Keith Kelly	4005 Commerce Blvd	Dickson City	18519-1697	570/487-1151
PA	OPR	Fatorma Siafa	845 E Lancaster Ave	Downingtown	19335-3327	610/269-7828
PA	OPR	Sam Class	2640 Dekalb Pike	East Norriton	19401-1842	610/977-0970
PA	OPR	Chris Cathcart	3750 Dryland Way	Easton	18045-8351	610/250-5651
PA	OPR	Casey Hartley	2519 W 12th St	Erie	16505-4507	814/835-8954
PA	OPR	Casey Hartley	7160 Peach St	Erie	16509-4707	814/868-8557
PA	OPR	Chris Walsh	280 Exton Square Mall	Exton	19341-2442	610/363-6345
PA	TMP	Key Smith	211 Eagleview Blvd	Exton	19341-1158	610/594-2070
PA	OPR	Gene Ontjes	405 Macdade Blvd	Folsom	19033-2401	610/586-1607
PA	OPR	Jim Flood	20 State Farm Dr	Glen Mills	19342	610/358-1997
PA	OPR	Lorie Bender-Untch	900 Greengate Centre Cir	Greensburg	15601-1205	724/838-1746
PA	OPR	Todd Murgi	5156 State Route 30	Greensburg	15601-7554	724/836-6501
PA	OPR	Todd Murgi	5256 State Route 30 Ste 235B	Greensburg	15601-7783	724/832-9071
PA	OPR	Jack Stefano	340 Eisenhower Dr	Hanover	17331-5223	717/630-2775

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PA	OPR	Brad Burkholder	4655 Lindle Rd	Harrisburg	17111-2427	717/939-5155
PA	OPR	Michael Osborne	480 E Waterfront Dr	Homestead	15120-1143	412/462-9202
PA	OPR	Jim Krout	134 Welsh Rd	Horsham	19044-2207	215/392-4966
PA	TMP	Jamie Fankhauser	160 N Gulph Rd Ste 1017	King Of Prussia	19406-2953	610/265-5716
PA	OPR	Kevin McDavid	135 W Dekalb Pike	King Of Prussia	19406-2377	610/265-2677
PA	OPR	Judy Shaffer	1579 Fruitville Pike	Lancaster	17601-4005	717/205-2058
PA	OPR	Judy Shaffer	2467 Lincoln Hwy E	Lancaster	17602-1445	717/205-2058
PA	OPR	Dave Heffernan	2424 E Lincoln Hwy	Langhorne	19047-3048	215/741-3500
PA	OPR	Dawn Friel	210 Forty Foot Rd	Lansdale	19446-4005	215/631-7060
PA	OPR	Chris Walsh	270 Old Morehall Road	Malvern	19355	610/889-3000
PA	OPR	Brian Gibson	6416 Carlisle Pike Ste 3500	Mechanicsburg	17050-2957	717/795-1940
PA	OPR	Todd Kanzinger	1190 W Baltimore Pike	Media	19063-5128	610/565-6001
PA	TMP	Nathan Taylor	544 Beaver Valley Mall	Monaca	15061	724/774-4283
PA	OPR	Brian Wenger	4040 William Penn Hwy	Monroeville	15146-2651	412/380-0999
PA	OPR	Mary Anne Donofrio	794 Bethlehem Pike	Montgomeryville	18936-9601	215/855-2202
PA	OPR	Bob Montgomery	4 West Rd	Newtown	18940-4301	215/497-9011
PA	OPR	Sam Class	680 S Trooper Rd	Norristown	19403-3416	610/650-8505
PA	OPR	Bob Fanelli	12000 Roosevelt Blvd	Philadelphia	19116-3001	215/279-8040
PA	OPR	Bob Fanelli	9711 Roosevelt Blvd	Philadelphia	19114-1010	215/969-3455
PA	OPR	Dan Mills	2301 E Butler St	Philadelphia	19137-1008	215/744-1410
PA	OPR	Duane Pierce	4670 E Roosevelt Blvd	Philadelphia	19124-2340	215/535-0352
PA	OPR	John Hincken	2204 S Columbus Blvd	Philadelphia	19148-2808	215/271-2313
PA	OPR	Sereena Quick	4040 City Ave	Philadelphia	19131-1738	215/804-1113
PA	OPR	Aimee Hernandez	120 Andrew Dr	Pittsburgh	15275-1200	412/490-0177
PA	TMP	Dan Sickafoose	100 Robinson Center Dr # FC-5	Pittsburgh	15205-4831	412/788-4865
PA	OPR	Mark Thornsberry	1620 Washington Rd	Pittsburgh	15241-1210	412/833-1165
PA	OPR	Micah Skipper	1175 Freeport Rd	Pittsburgh	15238-3103	412/752-7177
PA	OPR	Mike Ortmann	7451 McKnight Rd	Pittsburgh	15237-3513	412/364-2581
PA	OPR	Ray DeVito	461 Clairton Blvd	Pleasant Hills	15236-3827	412/655-6562
PA	TMP	Angelo Santos-Phillips	500 W Germantown Pike Ste 2265	Plymouth Meeting	19462-1399	484/533-3377
PA	OPR	Jaret Mitchell	14 W Lightcap Rd	Pottstown	19464-3413	610/323-2105
PA	OPR	Stew Butler	602 N West End Blvd	Quakertown	18951-4100	215/538-8848
PA	OPR	Scott Keiser	2707 N Meridian Blvd	Reading	19610-3331	484/877-1906
PA	OPR	Shawn Filby	4675 Perkiomen Ave	Reading	19606-3217	610/779-5995
PA	OPR	Jaret Mitchell	70 Buckwalter Rd Ste 1450	Royersford	19468-4500	610/948-1290
PA	OPR	Jeff Marble	14665 Mount Airy Rd	Shrewsbury	17361-1433	717/235-4200
PA	OPR	Gene Ontjes	805 Baltimore Pike	Springfield	19064-2900	610/544-6050
PA	OPR	Bruce Herold	1938 N Atherton St	State College	16803-1522	814/231-0900
PA	OPR	Amanda Morris	115 Plaza 611 Lane	Stroudsburg	18360	570/534-4344
PA	OPR	Jonathan Stone	4205 N 5th Street Hwy	Temple	19560-1737	610/810-1521
PA	OPR	Richard Winters	3621 Horizon Blvd	Treose	19053-4913	215/355-3500
PA	OPR	Josh McGrory	45 W Street Rd	Warminster	18974-3201	215/773-8480
PA	OPR	Josh McGrory	160 Easton Rd	Warrington	18976-2513	215/491-4500
PA	OPR	Jay Yanak	375 Washington Rd	Washington	15301-2701	724/222-0200
PA	OPR	Ron Trout	12101 Perry Hwy	Wexford	15090-8345	724/799-8380
PA	OPR	John Velarde	2610 MacArthur Rd	Whitehall	18052-3817	610/432-2307
PA	OPR	Mike Tenaglia	826 Lehigh Lifestyle Ctr	Whitehall	18052-5737	610/231-0303
PA	OPR	Jeff Snyder	989 Schechter Dr	Wilkes Barre	18702-6787	570/822-7400
PA	TMP	C. Alexys Brandon	2500 W Moreland Rd Ste 3066	Willow Grove	19090-4029	215/657-7676
PA	OPR	Lawrence Kibunjah	2421 W Cheltenham Ave	Wyncote	19095-2945	215/885-2423
PA	OPR	Cathy Dallas	2801 E Market St	York	17402-2406	717/757-7171
PA	OPR	Chuck Lambert	922 Loucks Rd	York	17404-2202	717/843-3333

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RI	OPR	Toushoua Xiong	1500 Bald Hill Rd	Warwick	02886-4267	401/615-3423
SC	OPR	Tom Johnson	202 Eastgate Dr	Aiken	29803-7683	803/641-0366
SC	OPR	Jon Holmes	1641 E Greenville St	Anderson	29621-2006	864/261-8933
SC	OPR	Jon Holmes	3526 Clemson Blvd	Anderson	29621-1313	864/375-9922
SC	OPR	Seth Scarpa	2405 Boundary St	Beaufort	29906-3770	843/379-1101
SC	OPR	Keith Clark	9 Malphrus Rd	Bluffton	29910-6635	843/837-8140
SC	OPR	Randy Goff	3902 Highway 9	Boiling Springs	29316-8500	864/578-9418
SC	OPR	Kelley Myers	2211 W Dekalb St	Camden	29020-2070	803/425-0964
SC	OPR	Jason Williams	849 Folly Rd	Charleston	29412-3434	843/795-9505
SC	OPR	Megan Jacques	2013 Magwood Dr	Charleston	29414-5729	843/571-1209
SC	OPR	Trey Campbell	1656 Savannah Hwy	Charleston	29407-7869	843/766-4202
SC	OPR	Trey Campbell	2070 Sam Rittenberg Blvd Unit FC5	Charleston	29407-4642	843/556-0216
SC	OPR	Herb Tyler	1061 Tiger Blvd	Clemson	29631-1416	864/654-4655
SC	OPR	Aaron Ellison	5440 Forest Dr	Columbia	29206-5401	803/738-1004
SC	OPR	Aaron Ellison	7515 Two Notch Rd	Columbia	29223-6219	803/233-0203
SC	OPR	Aaron Jackson	405 Killian Rd	Columbia	29203-9608	803/735-8881
SC	TMP	Andrew Brantley	100 Columbiana Cir Ste 1284	Columbia	29212-2256	803/732-2570
SC	OPR	Chris Eckert	7424 Garners Ferry Rd	Columbia	29209-2601	803/783-7622
SC	OPR	Don Ball	10136 Two Notch Rd Ste 103	Columbia	29229-4399	803/865-9890
SC	OPR	James Bennett	901 Harden St	Columbia	29205-1003	803/255-0232
SC	OPR	Joe Jeffcoat	294 Harbison Blvd	Columbia	29212-2232	803/749-6666
SC	OPR	Laurel Garcia	229 Bush River Rd	Columbia	29210-7309	803/772-4041
SC	OPR	Paul Alverson	1613 Church St	Conway	29526-2959	843/488-0042
SC	OPR	Matt Thompson	1519 E Main St	Duncan	29334-9218	864/486-0311
SC	OPR	Chad Saxon	5175 Calhoun Memorial Hwy	Easley	29640-3863	864/855-6898
SC	OPR	Blake Pate	2705 David H McLeod Blvd	Florence	29501-4043	843/665-1512
SC	OPR	Chris Timmons	2701 David H McLeod Blvd # 1320	Florence	29501-4043	843/665-9259
SC	OPR	Mark Drummond	2016 S Irby St	Florence	29505-3420	843/629-1703
SC	OPR	Michael Crosby	1600 Highway 160 W	Fort Mill	29708-8024	803/578-4030
SC	OPR	John Leary	1704 W Floyd Baker Blvd	Gaffney	29341-1208	864/488-9278
SC	OPR	Chris Walker	516 Saint James Ave	Goose Creek	29445-2793	843/553-2100
SC	OPR	Audrey Chapman	3890 Pelham Rd	Greenville	29615-5011	864/297-9912
SC	OPR	Brett Swanson	1564 Laurens Rd	Greenville	29607-2508	864/467-0593
SC	OPR	Brett Swanson	575 Haywood Rd	Greenville	29607-2710	864/234-5788
SC	OPR	Chuck Church	1225 Woodruff Rd	Greenville	29607-5737	864/234-7747
SC	OPR	Keith Jordan	700 Haywood Rd Ste 102	Greenville	29607-2725	864/297-0648
SC	OPR	Steven Bryant	1544 Poinsett Hwy	Greenville	29609-2929	864/233-9700
SC	OPR	Brian Whitaker	213 Highway 72 By-Pass	Greenwood	29649	864/223-2251
SC	OPR	Brian Whitaker	428 Bypass 72 NW	Greenwood	29649-1404	864/223-1477
SC	OPR	Bill Tyler	1379 W Wade Hampton Blvd	Greer	29650-1145	864/848-5222
SC	OPR	Arthur Porter	10032 Charlotte Hwy	Indian Land	29707-7135	803/548-8889
SC	OPR	Steve Arnold	1007 Dutch Fork Rd	Irmo	29063-8785	803/732-1992
SC	OPR	Hunter Thompson	901 Hwy 9 Bypass West	Lancaster	29720	803/283-3232
SC	OPR	David Malone	917 E Main St Ste A	Laurens	29360-3617	864/682-4663
SC	OPR	Britt Sims	4295 Sunset Blvd	Lexington	29072-9146	803/728-3144
SC	OPR	Josh Wynn	5465 Platt Springs Rd	Lexington	29073-9260	803/830-5611
SC	OPR	Michael Tucker	5560 Sunset Blvd	Lexington	29072-9262	803/808-6317
SC	OPR	Will Lane	2931 Paxville Hwy	Manning	29102-7993	803/473-2323
SC	OPR	Matt Webber	135 W Butler Rd	Mauldin	29662-2534	864/297-0262
SC	OPR	Justin Clark	601 N Highway 52	Moncks Corner	29461-3130	843/438-4308
SC	OPR	John Wrenn	3102 Ironclad Aly	Mount Pleasant	29466-8355	843/849-2281
SC	OPR	Josh Malone	1024 Johnnie Dodds Blvd	Mount Pleasant	29464-3107	843/881-6811

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SC	OPR	Josh Malone	653 Long Point Rd	Mount Pleasant	29464-8210	843/881-3857
SC	OPR	Steve Farmer	4400 Highway 17	Murrells Inlet	29576-5026	843/652-9955
SC	OPR	Jeff Cash	10131 N Kings Hwy	Myrtle Beach	29572-4021	843/272-0007
SC	OPR	Joette Smith	2000 Coastal Grand Cir Ste FC1	Myrtle Beach	29577-9607	843/445-7404
SC	OPR	Mike Peterson	2360 Dick Pond Rd	Myrtle Beach	29575-6512	843/293-3992
SC	OPR	Steve Rumley	85 Rodeo Dr	Myrtle Beach	29579-9470	843/903-3322
SC	OPR	Wendy Grant	1940 Mister Joe White Ave	Myrtle Beach	29577	843/445-6467
SC	OPR	Jon Dawkins	1267 Knox Ave	North Augusta	29841-4048	803/202-3202
SC	OPR	Chad Burn	7616 Rivers Ave	North Charleston	29406-4012	843/797-0122
SC	OPR	Daniel Dickerson	8455 Dorchester Rd	North Charleston	29420-7307	843/767-1213
SC	OPR	Debbie Blind	4926 Centre Pointe Dr	North Charleston	29418-6927	843/744-9051
SC	TMP	Nic Frye	2150 Northwoods Blvd Unit B4	North Charleston	29406-4045	843/797-2341
SC	OPR	Jeff Cash	690 Highway 17 N	North Myrtle Beach	29582-2906	843/280-7882
SC	OPR	Wayne Murphy	3559 Saint Matthews Rd	Orangeburg	29118-8217	803/534-7676
SC	OPR	Chad Saxon	3420 Highway 153	Piedmont	29673-9405	864/295-8330
SC	OPR	Chad Sheley	2415 Cherry Rd	Rock Hill	29732-2171	803/325-1323
SC	OPR	Randy Barfield	2245 Dave Lyle Blvd	Rock Hill	29730-4973	803/980-8080
SC	OPR	Herb Tyler	1612 Sandifer Blvd	Seneca	29678-0905	864/886-9080
SC	OPR	Matt Webber	659 Fairview Rd	Simpsonville	29680-6706	864/962-5157
SC	OPR	Matt Webber	930 NE Main St	Simpsonville	29681-2010	864/962-1323
SC	OPR	Ben Moore	1995 E Main St	Spartanburg	29307-2308	864/577-0801
SC	TMP	Brandon Powell	205 W Blackstock Rd Ste 630	Spartanburg	29301-1396	864/574-2144
SC	OPR	Keith Laws	1503 Wo Ezell Blvd	Spartanburg	29301-2603	864/595-0478
SC	OPR	Randy Goff	1790 Asheville Hwy	Spartanburg	29303-2008	864/582-0093
SC	OPR	Chris Walker	1312 N Main St	Summerville	29483-7308	843/695-1112
SC	OPR	Nadia Andronovich	1726 State Rd	Summerville	29486-2754	843/984-8989
SC	OPR	Scott Richardson	1057 Broad St Ste 7	Sumter	29150-2557	803/775-9072
SC	OPR	Scott Richardson	1170 Broad St	Sumter	29150-1946	803/905-2620
SC	OPR	Todd Bennett	2801 Wade Hampton Blvd Ste C	Taylors	29687-2758	864/322-2300
SC	OPR	Steven Bryant	22 Benton Rd	Travelers Rest	29690-2168	864/834-2230
SC	OPR	Britt Sims	2299 Augusta Rd	West Columbia	29169-4523	803/939-1600
SD	OPR	Jeremiah Heiser	4005 W 41st St	Sioux Falls	57106-0702	605/275-1010
ST	Type	Operator Name	Location Addr1	Location City	Zip	Phone
TN	OPR	Frankie Turner	1031 Hunters Xing	Alcoa	37701-1850	865/981-9993
TN	OPR	Allen Arant	2940 Kirby Whitten Rd	Bartlett	38134-2824	901/512-5391
TN	OPR	Barry Hooper	330 Franklin Rd	Brentwood	37027-3280	615/373-4160
TN	OPR	Josh Horner	360 Pinnacle Pkwy	Bristol	37620-5004	423/573-2032
TN	OPR	Heath Kyle	639 Camp Jordan Pkwy	Chattanooga	37412-4250	423/498-4780
TN	OPR	Mitch Collins	1804 Gunbarrel Rd	Chattanooga	37421-3129	423/485-0777
TN	OPR	Mitch Collins	2100 Hamilton Place Blvd Ste 313	Chattanooga	37421-6007	423/894-3181
TN	OPR	Nick Goebeler	5830 Brainerd Rd	Chattanooga	37411-5505	423/855-9880
TN	OPR	Brittnye Pennington	3096 Wilma Rudolph Blvd	Clarksville	37040-5014	931/552-5511
TN	OPR	David Blevins	1626 Madison St	Clarksville	37043-4911	931/648-4468
TN	OPR	Karen Colley	1000 Paul Huff Pkwy NW	Cleveland	37312-2962	423/479-4232
TN	OPR	Karen Colley	3890 Keith St NW	Cleveland	37312-4336	423/728-5471
TN	OPR	Grant Gibbs	1036 W Poplar Ave	Collierville	38017-2505	901/853-1786
TN	OPR	Caleb Mathis	605 S James Campbell Blvd	Columbia	38401-4333	931/380-3939
TN	OPR	Ben Prine	1370 Interstate Dr	Cookeville	38501-4129	931/372-2665
TN	OPR	Derek Allen	3381 N Main St	Crossville	38555-5455	931/707-7797
TN	OPR	Mitch Fielder	2440 Lake Rd	Dyersburg	38024-1604	731/285-0880
TN	OPR	Tommy Tipton	753 W Elk Ave	Elizabethton	37643-2516	423/297-1266
TN	OPR	Bill Pfaender	1122 Murfreesboro Rd	Franklin	37064-3007	615/595-1133

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TN	OPR	Bill Pfaender	3063 Mallory Ln	Franklin	37067-8225	615/778-0055
TN	OPR	David Speth	1800 Galleria Blvd Ste 3060	Franklin	37067-6279	615/771-7300
TN	OPR	Jeanne Hammontree	2016 Columbia Ave	Franklin	37064-3999	615/794-8180
TN	OPR	Jeanne Hammontree	203 Lathram Lane	Franklin	37064	615/791-8030
TN	OPR	Greg Garretson	101 N Belvedere Dr	Gallatin	37066-5419	615/230-1945
TN	OPR	Anthony House	1230 S Germantown Rd	Germantown	38138-2226	901/752-3966
TN	OPR	Mitch Edge	2645 E Andrew Johnson Hwy	Greeneville	37745-0953	423/787-2035
TN	OPR	Rich Luisi	1033 Glenbrook Way	Hendersonville	37075-1231	615/264-2330
TN	OPR	Randy Atkins	305 Old Lebanon Dirt Rd	Hermitage	37076-2154	615/889-2177
TN	OPR	Dean Kirstein	5740 Highway 153	Hixson	37343-3727	423/877-5504
TN	OPR	Grant Edwards	16 Tinker Hill Road	Jackson	38305	731/882-7156
TN	OPR	Grant Edwards	3 Stonebridge Blvd	Jackson	38305-2055	731/668-2919
TN	OPR	Darrell Fowler	2103 W Market St	Johnson City	37604-6024	423/232-2880
TN	OPR	Jimmy Lane	2011 N Roan St Ste 38	Johnson City	37601-3118	423/282-4771
TN	OPR	Tim Burchfield	3206 Peoples St	Johnson City	37604-4142	423/952-0031
TN	OPR	John Tingle	1205 E Stone Dr	Kingsport	37660-4126	423/245-8881
TN	OPR	David Jacobi	2082 Town Center Blvd	Knoxville	37922-6677	865/670-7604
TN	OPR	Eddie Halliday	4944 Kingston Pike	Knoxville	37919-5111	865/330-0044
TN	OPR	Eddie Halliday	7520 Kingston Pike	Knoxville	37919-5611	865/588-0100
TN	OPR	Eddie Halliday	7600 Kingston Pike Rm NO1320	Knoxville	37919-5600	865/690-5447
TN	OPR	Greg Harb	5100 N Broadway St	Knoxville	37918-2342	865/689-9661
TN	OPR	Greg Jones	6564 Clinton Hwy	Knoxville	37912-1114	865/947-2416
TN	OPR	Marshall Wilkins	11068 Parkside Dr	Knoxville	37934-1952	865/675-7400
TN	OPR	Marshall Wilkins	9646 Kingston Pike	Knoxville	37922-2315	865/691-7400
TN	OPR	Tim Whittemore	7565 Mountain Grove Dr	Knoxville	37920-6754	865/381-9618
TN	OPR	Carlton Beall	706 S Cumberland St	Lebanon	37087-4110	615/444-3005
TN	OPR	Justin Young	1009 Highway 321 N	Lenoir City	37771-6664	865/816-3541
TN	OPR	Todd Hunley	2000 Gallatin Pike N	Madison	37115-2002	615/851-4007
TN	OPR	Frankie Turner	1767 W Broadway Ave	Maryville	37801	865/983-0878
TN	OPR	David Cantey	7072 Winchester Rd	Memphis	38125-2013	901/737-1778
TN	OPR	Joe Miller	6282 Poplar Ave	Memphis	38119-4713	901/766-1875
TN	OPR	John Francisco	1980 Union Ave	Memphis	38104-4134	901/272-0511
TN	OPR	Marc Clapp	2760 N Germantown Pkwy Ste 268	Memphis	38133-8156	901/382-3280
TN	OPR	Marc Clapp	2881 N Germantown Pkwy	Memphis	38133-8150	901/381-4727
TN	OPR	Matt Pruitt	4649 Summer Ave	Memphis	38122-4757	901/410-2150
TN	OPR	Scott Malone	4916 Poplar Ave	Memphis	38117-5145	901/820-0505
TN	OPR	Alphonso Ruffin	8492 US Highway 51 N	Millington	38053-1515	901/872-1115
TN	OPR	Gary Robinson	2141 W Andrew Johnson Hwy	Morristown	37814-3203	423/581-8181
TN	OPR	Ray Daniel	401 S Mount Juliet Rd Ste 105	Mount Juliet	37122-6398	615/773-7747
TN	OPR	Beau Noblitt	2005 Old Fort Pkwy	Murfreesboro	37129-6908	615/217-1351
TN	OPR	Beau Noblitt	2116 Memorial Blvd	Murfreesboro	37129-5121	615/617-3660
TN	OPR	Barry Hooper	5805 Nolensville Pike	Nashville	37211-6501	615/331-7723
TN	OPR	John Moore	2120 Rosa L Parks Blvd	Nashville	37228-1508	615/743-3941
TN	OPR	John Moore	312 Rosa L Parks	Nashville	37243-1102	615/239-1405
TN	OPR	Susan Riley	2619 8th Ave S	Nashville	37204-2483	615/383-3333
TN	OPR	Will Sims	6500 Charlotte Pike	Nashville	37209-2904	615/352-1222
TN	OPR	Will Sims	7606 Highway 70 S	Nashville	37221-1852	615/994-1711
TN	OPR	Logan McCay	357 S Illinois Ave	Oak Ridge	37830-6741	865/272-3251
TN	OPR	Dawson Halliday	8959 Old Lee Hwy	Ooltewah	37363-8655	423/269-6987
TN	OPR	Greg Jones	540 E Emory Rd	Powell	37849-3519	865/512-1443
TN	OPR	Mandy Cooper	1432 Parkway	Sevierville	37862-2845	865/908-2506
TN	OPR	Robert Weinmann	470 W Sam Ridley Pkwy	Smyrna	37167-5620	615/459-3290

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TN	OPR	Murray Collier	4885 Main St	Spring Hill	37174-2725	615/302-0343
TN	OPR	Joseph Seabolt	1708 N Jackson St	Tulahoma	37388-2232	931/222-4102
TX	OPR	Brian LaCroix	3130 S Clack St	Abilene	79606-2203	325/691-0414
TX	TMP	Veronica Vasquez	1750 State Highway 351	Abilene	79601-4748	325/672-8844
TX	OPR	Paul Kulas	3781 Belt Line Rd	Addison	75001-4302	972/247-3232
TX	OPR	Niel Brown	350 E Stacy Rd	Allen	75002-8762	972/678-3001
TX	OPR	Niel Brown	902 W McDermott Dr	Allen	75013-6502	214/495-9540
TX	OPR	Craig Newman	2018 E Highway 6	Alvin	77511-8507	281/585-9911
TX	TMP	Allie Brinza	4510 S Coulter St	Amarillo	79119-6454	806/468-8885
TX	OPR	Joshua Raef	2525 S Georgia St	Amarillo	79109-1926	806/358-8055
TX	OPR	Joshua Raef	7701 W Interstate 40 Ste 132	Amarillo	79121-0132	806/355-1848
TX	OPR	Lisa LaMarca	5544 W Amarillo Blvd	Amarillo	79106-4135	806/353-1350
TX	OPR	Luke Longino	513 S Central Expy	Anna	75409-4904	469/840-4454
TX	OPR	Carmenza Moreno	1505 N Collins St	Arlington	76011-4941	817/548-7700
TX	TMP	David Allison	3811 S Cooper St	Arlington	76015-4120	817/472-9917
TX	OPR	Tiffany Hassler	4412 Little Rd	Arlington	76016-5605	817/483-0964
TX	OPR	Tiffany Hassler	4901 West Sublett Road	Arlington	76017	817/563-4999
TX	OPR	Wayne Hassler	4700 S Cooper St	Arlington	76017-5925	817/465-6631
TX	OPR	Bruce Crisler	13229 Ranch Road 620 N	Austin	78717-1011	512/258-0441
TX	OPR	Cliff Green	503 W Martin Luther King Jr Blvd	Austin	78701-1230	512/473-8651
TX	OPR	Ed Campos	12901 I-35 N Service Road Bldg 14	Austin	78753	512/990-2424
TX	OPR	Jamie Harris	161 W Slaughter Ln Ste M	Austin	78748-1773	512/282-4200
TX	OPR	Jeff Glover	10901 Research Blvd Svrd NB	Austin	78759-5719	512/343-1989
TX	OPR	Jeff Glover	12501 N MO Pac Expy	Austin	78758-2980	512/977-0747
TX	OPR	Ken Massey	500 E Ben White Blvd	Austin	78704-7470	512/707-8119
TX	OPR	Ken Massey	5033-D US 290 West	Austin	78735	512/358-9125
TX	OPR	Luke Steigmeyer	600 Congress Ave Ste C150	Austin	78701-2987	512/482-8030
TX	OPR	Mark Ortego	7710 N FM 620 Rd Unit 9	Austin	78726-4403	512/219-9082
TX	OPR	Ryan Taylor	2901 S Capital of Texas Hwy Ste VC8	Austin	78746-8112	512/523-6463
TX	OPR	Thamson Nguyen	165 Hargraves Dr	Austin	78737-4795	512/551-2200
TX	OPR	Matt Arnett	4455 Fredericksburg Rd	Balcones Heights	78201-1956	210/910-6330
TX	OPR	Ryan Saum	721 Highway 71 W	Bastrop	78602-4036	512/332-2000
TX	OPR	Edmond Long	8738 N Highway 146	Baytown	77523-7008	281/573-4573
TX	OPR	Taylor Henckel	4053 East Fwy	Baytown	77521-8271	281/917-7881
TX	OPR	Taylor Henckel	5006 Garth Rd	Baytown	77521-2135	281/421-5087
TX	OPR	Robert Henckel	3825 College St	Beaumont	77701-4621	409/835-8114
TX	OPR	Robert Henckel	4050 Dowlen Rd	Beaumont	77706-6849	409/347-4800
TX	OPR	Vanessa Bales	1850 Central Dr	Bedford	76021-5890	682/300-5357
TX	OPR	Darryl Zavodny	3600 Ranch Road 620 S Ste C	Bee Cave	78738-6875	512/263-5300
TX	OPR	Jeremy Kirwan	8800 Highway 377 S	Benbrook	76126-3440	817/249-3900
TX	OPR	Alex Aviles	2150 Ruben Torres Sr Blvd	Brownsville	78526-2864	956/504-7222
TX	OPR	Alex Aviles	2370 N Expressway Ste 1348	Brownsville	78521-1223	956/541-4222
TX	OPR	Alex Aviles	4325 N Expressway # 77	Brownsville	78520-9479	956/350-9488
TX	TMP	Jose Hernandez	3385 Boca Chica Blvd	Brownsville	78521-4201	956/541-2456
TX	OPR	Bridget Jones	500 E Commerce St	Brownwood	76801-1820	325/510-3302
TX	OPR	Blake Wilson	1542 W Villa Maria Rd	Bryan	77807-2386	979/775-3794
TX	OPR	Brent Dawson	2210 Briarcrest Dr	Bryan	77802-5017	979/314-9844
TX	OPR	Reece Howard	15500 S Interstate 35	Buda	78610-3386	512/400-4185
TX	OPR	Greg Ryan	1105 N Burleson Blvd	Burleson	76028-7009	817/447-4552
TX	OPR	Greg Ryan	111 NW John Jones Dr	Burleson	76028-5154	817/447-0106
TX	OPR	Joseph Morris	387 E FM 1382	Cedar Hill	75104-6038	972/293-0022
TX	OPR	Priscilla Mendoza	1325 E Whitestone Blvd	Cedar Park	78613-7597	512/260-9777

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TX	OPR	LaChelle Cress	321 Marina Bay Dr	Clear Lake Shores	77565-2686	281/535-1550
TX	OPR	Matt Flaniken	801 W Henderson St	Cleburne	76033-4833	682/317-1040
TX	OPR	Jerald Huggins	1700 Harvey Mitchell Pkwy S	College Station	77845-4296	979/704-5598
TX	OPR	Jerald Huggins	1719 Texas Ave S	College Station	77840-3320	979/694-4500
TX	OPR	Jerald Huggins	4431 State Highway 6 S	College Station	77845-4428	979/690-8822
TX	OPR	Zack Price	5150 Colleyville Blvd	Colleyville	76034-5826	817/897-2287
TX	OPR	Casey Hughes	10057 Highway 242	Conroe	77385	936/280-0033
TX	OPR	Casey Hughes	3425 College Park Dr	Conroe	77384-4921	936/266-0416
TX	OPR	Casey Hughes	453 S Loop 336 W	Conroe	77304-3303	936/494-2991
TX	OPR	Eddie Kober	1321 W Davis St	Conroe	77304-2309	936/441-4480
TX	OPR	Stephen Kennedy	202 Robert Griffin III Blvd	Copperas Cove	76522-3197	254/542-1411
TX	OPR	Brad Slate	4481 FM 2181	Corinth	76210-4216	940/498-1535
TX	OPR	Denise Martinek	13701 Northwest Blvd	Corpus Christi	78410-5114	361/387-0000
TX	TMP	Jessica Davis	9601 S Padre Island Dr	Corpus Christi	78418-5127	361/504-0611
TX	OPR	Kevin Sharp	5929 Saratoga Blvd	Corpus Christi	78414-4102	361/906-0029
TX	OPR	Paul Rodriguez	4741 S Padre Island Dr	Corpus Christi	78411-4415	361/851-2135
TX	OPR	Yessica Buentello	4946 S Staples St	Corpus Christi	78411-3802	361/991-2499
TX	OPR	Yessica Buentello	5488 S Padre Island Dr Ste 1014	Corpus Christi	78411-4117	361/991-3161
TX	OPR	Dawn Kosir	1903 S US Highway 287	Corsicana	75110-9661	430/222-3171
TX	OPR	Shawn Self	11851 US Highway 380	Crossroads	76227-8215	940/365-2727
TX	OPR	David Oakes	9823 Barker Cypress Rd	Cypress	77433-5391	281/758-1240
TX	OPR	Norm Kober	25835 Highway 290	Cypress	77429-1049	281/256-2423
TX	OPR	Norm Kober	28644 Highway 290	Cypress	77433-4290	281/256-7120
TX	OPR	Carl Nelson	9386 Lyndon B Johnson Fwy	Dallas	75243-3468	469/330-8838
TX	OPR	Chris Gabard	8687 N Central Expy Ste 2386	Dallas	75225-4561	214/363-4627
TX	OPR	Curt Kelly	15235 Montfort Rd	Dallas	75248-6457	972/385-9449
TX	OPR	Jeff Mulkey	1535 N Cockrell Hill Rd	Dallas	75211-1315	214/331-2400
TX	OPR	Jeff White	6423 Hillcrest Ave	Dallas	75205-1852	214/599-9944
TX	OPR	Jeff White	7718 N Central Expy	Dallas	75206-1901	214/691-6111
TX	OPR	Kristi Mead	12795 Midway Rd	Dallas	75244-6333	972/243-3309
TX	OPR	Kyle Gutteridge	7934 Arapaho Rd	Dallas	75248-4445	469/617-1233
TX	OPR	Lori Canales	6176 Retail Rd Ste 100	Dallas	75231-7813	214/890-7551
TX	OPR	Louie Murillo	3040 W Mockingbird Ln	Dallas	75235-5807	214/736-3866
TX	OPR	Louie Murillo	3820 W Northwest Hwy	Dallas	75220-5160	214/353-2266
TX	OPR	Michael Walkup	9111 Garland Rd	Dallas	75218-3936	214/945-4232
TX	TMP	Noor Elesawi	2429 W Wheatland Rd	Dallas	75237-3610	972/296-4090
TX	OPR	Philip Green	14897 Preston Rd	Dallas	75254-7863	972/386-9774
TX	OPR	Ryan Allen	4523 Frankford Rd	Dallas	75287-6824	972/732-6540
TX	OPR	William McPherson	12120 Inwood Rd	Dallas	75244-8017	972/404-4727
TX	OPR	Jordan Fiala	2207 Veterans Blvd	Del Rio	78840-3120	830/775-2902
TX	OPR	Rob Medders	2801 W FM 120	Denison	75020	903/465-1615
TX	OPR	Matt Listi	1711 S Loop 288	Denton	76205-4833	940/382-8149
TX	OPR	Matt Pearson	2410 W University Dr	Denton	76201-1605	940/387-7883
TX	OPR	Michael Lee	1640 FM 646 Rd W	Dickinson	77539-3392	281/337-1898
TX	OPR	Zadai Longoria-Cruz	635 S Bibb Ave	Eagle Pass	78852-6359	830/335-2012
TX	OPR	Rudy Martinez	1360 W University Dr	Edinburg	78539-2912	956/287-0805
TX	OPR	Rudy Martinez	4300 S I-69C	Edinburg	78539	956/292-0120
TX	OPR	Anthony Martinez	1300A Airway Blvd	El Paso	79925-2211	915/771-7870
TX	OPR	Anthony Martinez	8401 Gateway Blvd W, Suite M-05	El Paso	79925-5668	915/779-1324
TX	OPR	Edgar Ortega	6450 N Desert Blvd	El Paso	79912-8506	915/581-2645
TX	OPR	Edgar Ortega	7597 N Mesa St	El Paso	79912-3505	915/842-8553
TX	OPR	Marc Zayas	1335 N Zaragoza Rd	El Paso	79936-7902	915/857-5452

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TX	OPR	Rene Hernandez	12240 Montana Ave	El Paso	79938-4851	915/857-5950
TX	OPR	Rene Hernandez	1840 N Zaragoza Rd	El Paso	79936-7911	915/921-0610
TX	OPR	Sergio Chavez	10721 Gateway South Blvd	El Paso	79924	915/821-0624
TX	OPR	Josh Ragsdale	390 N Interstate Highway 45	Ennis	75119-3404	972/875-3452
TX	OPR	Ernie Flores	3003 State Highway 121	Eules	76039-4076	817/354-5654
TX	OPR	Jason Driscoll	2001 Long Prairie Rd	Flower Mound	75022-4222	972/691-5988
TX	OPR	Kenny Arthur	2001 Justin Rd	Flower Mound	75028-3800	972/691-3999
TX	OPR	Roger Clark	900 E US Highway 80	Forney	75126-8613	972/564-3665
TX	OPR	Amy Capehart	4500 W Bailey Boswell Rd	Fort Worth	76179-4319	817/236-0130
TX	OPR	Bruce Stone	3200 Hulen St	Fort Worth	76107-6172	817/737-4904
TX	OPR	Dat Nguyen	549 Carroll St	Fort Worth	76107-2292	817/332-7111
TX	OPR	Dusty Russell	5601 McPherson Blvd	Fort Worth	76123-6023	817/297-4664
TX	OPR	Gary Kasprzak	3580 Altamesa Blvd	Fort Worth	76133-5602	817/423-0222
TX	OPR	Jeremy Kirwan	4800 S Hulen St Ste 2105	Fort Worth	76132-1558	817/294-0094
TX	OPR	Matt Albrecht	2900 Western Center Blvd	Fort Worth	76131-1332	817/847-7384
TX	OPR	Mike Janicek	4913 Bryant Irvin Rd	Fort Worth	76132-3617	817/423-8806
TX	OPR	Sandy Lamb	3588 Highway 114	Fort Worth	76177-2101	682/831-1770
TX	OPR	Sanel Thomas	2811 N Main St	Fort Worth	76164	817/945-3956
TX	OPR	Scott Pleasants	2401 N Tarrant Pkwy	Fort Worth	76177-2208	817/232-7300
TX	OPR	Scott Pleasants	2870 Heritage Trace Pkwy	Fort Worth	76177-7580	817/750-2440
TX	OPR	Vanessa Bales	4332 Highway 360	Fort Worth	76155	469/999-3616
TX	OPR	Anthony Baragas	1757 S Friendswood Dr	Friendswood	77546-5409	832/569-2259
TX	OPR	Charles Gibson	1 Baybrook Mall	Friendswood	77546-2700	281/480-7144
TX	OPR	Aaron Williams	7979 FM 423	Frisco	75036-3024	469/362-3930
TX	OPR	Frieda Marroquin	5211 Eldorado Pkwy	Frisco	75033-8671	214/387-9887
TX	OPR	Frieda Marroquin	5377 Dallas Pkwy	Frisco	75034-7921	214/705-1887
TX	OPR	Jay Schumacher	8875 Preston Rd	Frisco	75034-5698	214/436-5419
TX	TMP	Talton Cooper	2601 Preston Rd Ste 2046	Frisco	75034-9002	972/668-7230
TX	OPR	Michael Clarke	1001 W Highway 82	Gainesville	76240-2532	940/284-1436
TX	OPR	Jimmy Jernigan	5425 N George Bush Hwy	Garland	75044-4801	972/496-6918
TX	OPR	Ryan Southers	1031 W University Ave	Georgetown	78628-5338	512/930-4884
TX	OPR	Aaron Grant	1011 E US Highway 377	Granbury	76048-2584	817/573-4424
TX	OPR	Robin Harris	1225 W Pioneer Pkwy	Grand Prairie	75051-4915	972/602-6900
TX	OPR	Robin Harris	3970 S Carrier Pkwy	Grand Prairie	75052-6654	972/264-3100
TX	OPR	Wayne Hassler	3041 W Camp Wisdom Rd	Grand Prairie	75052-4463	817/652-0804
TX	OPR	Clinton Cowden	2255 E Grapevine Mills Cir	Grapevine	76051-2046	972/539-6543
TX	OPR	Jarvis Boyd	1235 William D Tate Ave	Grapevine	76051-4031	817/488-4147
TX	OPR	Cathy Miner	3130 Interstate Highway 30	Greenville	75402-7208	903/494-5720
TX	OPR	Mike Tschirhart	5100 W Parkway St	Groves	77619-2920	409/962-5634
TX	OPR	Brad Beeman	201 E Central Texas Expy	Harker Heights	76548-1887	254/690-2171
TX	OPR	Francisco Castellanos	1021 Dixieland Rd	Harlingen	78552-5932	956/365-3833
TX	OPR	Francisco Castellanos	1814 South Business 77 Sunshine Strip Blvd.	Harlingen	78550-8275	956/412-0550
TX	OPR	Austin Rice	2267 W Sam Houston Pkwy N	Houston	77043-2308	713/561-5596
TX	OPR	Becky Chin	5940 Gulf Fwy	Houston	77023-5416	713/924-4000
TX	OPR	Becky Chin	7007 Gulf Fwy	Houston	77087-2503	281/645-6288
TX	OPR	Brad Munson	12935 State Highway 249	Houston	77086-3332	281/445-6177
TX	OPR	Branden Gibson	8609 Westheimer Rd	Houston	77063-4201	713/278-2300
TX	OPR	Cindy Smith	21622 State Highway 249	Houston	77070-1646	281/374-6690
TX	OPR	Colleen Pamphile	12325 FM 1960 Rd W	Houston	77065-4808	832/912-8227
TX	OPR	Darlene Kober	1174 Willowbrook Mall	Houston	77070-5789	281/890-6613
TX	OPR	David Oakes	8440 Highway 6 N	Houston	77095-2004	281/550-9205
TX	OPR	Drew Ellis	1200 McKinney St Ste 363	Houston	77010-2038	713/650-8081



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TX	OPR	Drew Ellis	2222 Shearn St	Houston	77007-3941	713/862-4311
TX	OPR	Francisco Hernandez	11011 Northwest Fwy	Houston	77092-7311	713/956-8000
TX	OPR	Francisco Hernandez	13240 Northwest Fwy	Houston	77040-6003	713/462-7698
TX	OPR	Glenn Thigpen	9440 W Sam Houston Pkwy N	Houston	77064-6317	281/477-7091
TX	OPR	Graham Kilgore	14335 E Sam Houston Pkwy N	Houston	77044-6363	281/816-1020
TX	OPR	Greg Kubala	2606 S Kirkwood Rd	Houston	77077-6691	281/759-5799
TX	OPR	Greg Kubala	753 Dairy Ashford Rd	Houston	77079-5305	832/770-4576
TX	OPR	James DeCola	13412 Briar Forest Dr	Houston	77077-1904	281/531-5503
TX	OPR	Jason Deyo	11520 Pearland Pkwy	Houston	77089-2642	281/528-1944
TX	OPR	Jeff Fortsch	6840 W Sam Houston Pkwy S	Houston	77072-5216	281/498-7800
TX	OPR	Jesse Chaluh	2715 Southwest Fwy	Houston	77098-4606	713/523-2442
TX	OPR	Jesse Chaluh	5001 Beechnut St	Houston	77096-1502	713/839-7700
TX	OPR	Jesse Chaluh	9799 S Post Oak Rd	Houston	77096-4302	
TX	OPR	Joe Glynn	4410 North Fwy	Houston	77022-3606	713/695-8888
TX	OPR	Joe Glynn	925 North Loop W	Houston	77008-1765	713/861-6701
TX	OPR	Jon Goolsby	165 West Rd	Houston	77037-1144	281/402-4005
TX	OPR	Jon Goolsby	3955 Little York Rd	Houston	77093-3802	281/227-5810
TX	OPR	Joseph Anderson	10225 Almeda Genoa Rd	Houston	77075-2421	713/946-1800
TX	OPR	Joseph DeCola	13720 East Fwy	Houston	77015-5929	713/455-3760
TX	OPR	Joseph DeCola	5910 E Sam Houston Pkwy N	Houston	77049-2505	281/459-9553
TX	OPR	Juli Salvagio	3101 W Holcombe Blvd	Houston	77025-1533	713/660-8200
TX	OPR	Kevin Caddenhead	3635 Cypress Creek Pkwy	Houston	77068-3601	281/895-0794
TX	OPR	Kevin Caddenhead	7007 FM 1960 Rd W	Houston	77069-3601	281/580-4303
TX	OPR	Rafael McLeod	303 Memorial City Ste 385	Houston	77024-3246	713/467-6862
TX	OPR	Rafael McLeod	7660 Katy Fwy	Houston	77024-2002	713/686-8542
TX	OPR	Rusty Wylie	19303 Katy Fwy	Houston	77094-1007	281/578-7171
TX	OPR	Steven Kinney	5325 S Rice Ave	Houston	77081-2735	713/349-0234
TX	OPR	Steven Kinney	7539 Southwest Fwy	Houston	77074-1903	713/935-1520
TX	OPR	Sydnea Rutland	5015 Westheimer Rd Ste 1330	Houston	77056-5626	713/840-8810
TX	OPR	Tyler Pierotti	430 Cypress Creek Pkwy	Houston	77090-3520	281/444-4736
TX	OPR	Ummara Sajid	1900 Nasa Pkwy	Houston	77058-3503	281/333-0003
TX	OPR	Wade Bradford	6175 Highway 6 N	Houston	77084-1303	281/855-9163
TX	OPR	Willie Anthony-Garrett	6895 Highway 6 S	Houston	77083-3301	281/568-0702
TX	OPR	Philip Smith	98 Hudson Oaks Dr	Hudson Oaks	76087-4705	682/231-8800
TX	OPR	David Chaluh	20131 Highway 59 N Ste 2106	Humble	77338-2334	281/446-4255
TX	OPR	Duane Johnston	9525 N Sam Houston Pkwy E	Humble	77396-2936	281/441-5108
TX	OPR	Matt Michaels	19220 W Lake Houston Pkwy	Humble	77346-2180	281/852-9808
TX	OPR	Matt Michaels	19707 Highway 59 N	Humble	77338-3513	281/446-2331
TX	OPR	Michael Sullivan	285 I-45 S.	Huntsville	77340	936/571-7100
TX	OPR	Chuck Howard	767 Grapevine Hwy	Hurst	76054-2805	817/485-3337
TX	OPR	Rich Eager	1101 Melbourne Rd Ste 2307	Hurst	76053-6212	817/595-4965
TX	OPR	Rich Eager	1475 W Pipeline Rd	Hurst	76053-4628	817/590-8889
TX	OPR	Kyle Steck	200 Ed Schmidt Blvd	Hutto	78634-5551	512/846-4093
TX	OPR	Ryan Smith	2525 N Belt Line Rd	Irving	75062	972/252-6699
TX	OPR	Ryan Smith	5350 N MacArthur Blvd	Irving	75038-3101	972/550-0277
TX	OPR	Scott Mayes	7850 N MacArthur Blvd	Irving	75063-7517	972/432-0101
TX	OPR	Marybeth Wade	502 S Jackson St	Jacksonville	75766-2415	903/541-0330
TX	OPR	Glenn Thigpen	17430 Northwest Fwy	Jersey Village	77040-1009	713/983-8348
TX	OPR	Amanda Baca	2826 W Grand Pkwy N	Katy	77449-1988	281/347-0040
TX	OPR	Courtney Holmes	6635 FM 1463 Rd	Katy	77494	281/392-1617
TX	OPR	Cynthia Cavin	25601 Nelson Way	Katy	77494-5388	281/391-5544
TX	OPR	Rusty Wylie	23860 Westheimer Pkwy	Katy	77494-3609	281/395-1114

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	Rusty Wylie	369 S Mason Rd	Katy	77450-1746	281/579-9460
TX	OPR	Elizabeth Fritz	1002 Keller Pkwy	Keller	76248-3611	817/562-5561
TX	OPR	Seth White	1060 Junction Hwy	Kerrville	78028-4902	830/257-6901
TX	OPR	Darryl Autry	910 N Kilgore St	Kilgore	75662-5838	903/983-0304
TX	OPR	Jay Early	1400 E Central Texas Expy	Killeen	76541-9117	254/680-5473
TX	OPR	Enrique Baca	2645 S US Highway 77	Kingsville	78363-2937	361/602-1050
TX	OPR	Sarah Sheridan	4594 Kingwood Dr	Kingwood	77345-2600	281/359-2012
TX	OPR	Zack Derehloglu	195 Northpark Dr	Kingwood	77339-1543	281/577-1025
TX	OPR	Joseph Ramirez	5289 Kyle Center Dr	Kyle	78640-6162	512/268-6741
TX	OPR	Ron Acosta	9101 Spencer Hwy	La Porte	77571-3872	281/476-9599
TX	OPR	April Disisto	121 Highway 332 W # A	Lake Jackson	77566-4028	979/297-2595
TX	OPR	Mike Tipton	6556 Lake Worth Blvd	Lake Worth	76135-3002	817/237-7779
TX	OPR	Manny Maldonado	2460 Monarch Dr	Laredo	78045-6574	956/764-0451
TX	OPR	Marty Speer	1916 Bob Bullock Loop	Laredo	78043-9733	956/729-8846
TX	OPR	Paul Holley	5300 North I-35, Suite 171	Laredo	78041	956/722-2328
TX	OPR	Zeke De Leon	5000 San Dario Ave	Laredo	78041	956/729-1190
TX	OPR	Travis Powell	2805 E League City Pkwy	League City	77573-3495	281/334-0426
TX	OPR	Priscilla Mendoza	1205 S Highway 183	Leander	78641-1415	512/528-0944
TX	OPR	Brett Braddy	483 E Round Grove Rd	Lewisville	75067-8308	972/315-3685
TX	OPR	David Huffman	1201 W Main St	Lewisville	75067-3430	972/353-3000
TX	OPR	Justin Belcher	1821 US Highway 190 W	Livingston	77351-4729	936/327-1058
TX	OPR	Chuck King	1740 W Loop 281	Longview	75604-2733	903/295-6633
TX	OPR	Chuck King	507 E Loop 281	Longview	75605-5001	903/663-6631
TX	OPR	Jeremy Puckett	3500 McCann Rd	Longview	75605-4406	903/753-3781
TX	OPR	Brad Norris	11425 Quaker Ave	Lubbock	79424-7693	806/698-6711
TX	OPR	Brad Norris	8225 University Ave	Lubbock	79423-3111	806/748-3997
TX	OPR	Brandon Mulkey	6002 Slide Rd Ste 68252	Lubbock	79414-4334	806/797-2223
TX	OPR	Brandon Mulkey	6416 82nd St	Lubbock	79424-0804	806/783-9500
TX	OPR	Brandon Mulkey	6820 Slide Rd	Lubbock	79424-1506	806/798-1100
TX	OPR	David Cannon	3210 W Loop 289	Lubbock	79407-3228	806/796-7744
TX	OPR	Tim Odom	312 University Ave	Lubbock	79415-3429	806/744-1564
TX	OPR	Tim Odom	5705 4th St	Lubbock	79416-4241	806/784-0281
TX	OPR	Brad Henckel	250 N John Redditt Dr	Lufkin	75904-2620	936/301-2442
TX	OPR	Julie Walker	4605 S Medford Dr	Lufkin	75901-5626	936/634-2237
TX	OPR	Kendrick Skipper	6543 FM 1488 Rd	Magnolia	77354-2420	281/356-1865
TX	OPR	Brad Breedlove	1570 E Debbie Ln	Mansfield	76063-3342	817/717-2633
TX	OPR	Don Gonzales	3200 E Broad St	Mansfield	76063-5625	817/453-1056
TX	OPR	Don Gonzales	800 N Walnut Creek Dr	Mansfield	76063-1501	817/473-2723
TX	OPR	Alan Williams	2105 N US Highway 281	Marble Falls	78654-4319	830/693-7777
TX	OPR	David Snow	1400 East End Blvd. North	Marshall	75670	903/202-2222
TX	OPR	Luis Magdaleno	2709 W Nolana Ave	McAllen	78504-0029	956/686-7441
TX	OPR	Michael Hancock	1804 S 10th St	McAllen	78503-5402	956/928-1161
TX	OPR	Rudy Martinez	7340 N 10th St	McAllen	78504-9581	956/992-9027
TX	OPR	Christy Davis	5001 W University Dr	McKinney	75071	469/384-2440
TX	OPR	Don Westback	2011 W University Dr	McKinney	75071-2903	972/569-8884
TX	OPR	Hank Durbin	8700 State Highway 121	McKinney	75070-3131	972/396-0100
TX	OPR	Matt Bridges	6201 Eldorado Pkwy	McKinney	75070-5625	972/369-0770
TX	OPR	Amanda Esquivel	8007 E Expressway 83	Mercedes	78570-5053	956/903-4700
TX	OPR	Roger Clark	1600 N Town East Blvd	Mesquite	75150-4106	972/686-0067
TX	OPR	Sam Wallis	3054 Town East Mall	Mesquite	75150-4120	972/686-0091
TX	OPR	Alejandra Solis	5120 Andrews Hwy	Midland	79703-4523	432/699-3000
TX	OPR	Andy Slatken	4508 W Loop 250 N	Midland	79707-3168	432/697-5880

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TX	OPR	Dianne Jones	2014 Rankin Hwy	Midland	79701-1801	432/425-3319
TX	OPR	Jason Shaffer	25 Village Cir	Midland	79701-6344	432/687-1282
TX	TMP	Ryan Fister	4511 N Midkiff Rd Ste C19	Midland	79705-3238	432/695-6093
TX	OPR	John Millender	2010 FM 663	Midlothian	76065-6509	972/775-5713
TX	OPR	Ted Venecia	2501 E Interstate Highway 2	Mission	78572-6697	956/682-0055
TX	OPR	Milton Kubala	6124 Highway 6	Missouri City	77459-3802	281/261-7100
TX	OPR	Tony Levine	9130 Highway 6	Missouri City	77459-5144	832/632-8800
TX	OPR	Joseph Piotrowski	20155 Eva St	Montgomery	77356-2007	936/597-6465
TX	OPR	Matt Webber	117 E FM 544	Murphy	75094-4001	972/509-2700
TX	OPR	Ramsey Parr	2804 North St	Nacogdoches	75965-2814	936/462-8681
TX	OPR	Hal Leedy	1663 W State Highway 46	New Braunfels	78132-4737	830/626-0434
TX	OPR	Michael Leal	1031 S Walnut Ave	New Braunfels	78130-5973	830/620-1200
TX	OPR	Zack Derelioglu	11877 N Grand Pkwy E	New Caney	77357-1839	281/354-3356
TX	OPR	Danny Beltran	5131 Rufe Snow Dr	North Richland Hills	76180-6001	817/281-8336
TX	OPR	T.J. St. Romain	9130 N Tarrant Pkwy	North Richland Hills	76182-8676	817/485-7400
TX	OPR	Brian Garrison	4109 Faudree Rd	Odessa	79765-8511	432/614-4403
TX	OPR	Nate Saxton	106 E University Blvd	Odessa	79762-7665	432/360-1020
TX	OPR	Rusty Dunn	3805 E 42nd St	Odessa	79762-5947	432/550-7421
TX	OPR	Eric Sienko	3130 N 16th St	Orange	77630-2306	866/771-6961
TX	OPR	Riley Emter	1940 S Loop 256	Palestine	75801-5916	903/922-7168
TX	OPR	Joe Gonzalez	214 E Mile 3 Rd	Palmhurst	78573-5078	956/580-9991
TX	OPR	Moises Hernandez	3420 Lamar Ave	Paris	75460-5046	903/224-3834
TX	OPR	Luke Wilbanks	3700 Spencer Hwy	Pasadena	77504-1114	832/384-8228
TX	OPR	Luke Wilbanks	5104 Fairmont Pkwy	Pasadena	77505-3728	281/998-2300
TX	OPR	Bryan Bullington	10105 Broadway St	Pearland	77584-8416	713/436-6700
TX	OPR	Bryan Bullington	11629 Shadow Creek Pkwy	Pearland	77584-7262	713/340-1190
TX	OPR	Bryan Bullington	3621 Business Center Dr	Pearland	77584-4165	713/436-0544
TX	OPR	Jake Smith	1512 Broadway St	Pearland	77581-5802	281/992-9600
TX	OPR	Jason Deyo	2660 Pearland Pkwy	Pearland	77581-5350	281/412-4977
TX	TMP	Zack LeCroy	18617 Limestone Commercial Dr	Pflugerville	78660-4505	512/251-4422
TX	OPR	Michael Hancock	2023 W Interstate 2	Pharr	78577-0056	956/283-1020
TX	OPR	Jay Schumacher	8724 Preston Rd	Plano	75024-3311	972/668-4088
TX	OPR	Jimmy Jernigan	300 W Plano Pkwy	Plano	75075-8926	972/578-9477
TX	OPR	John Maroney	6240 Coit Rd	Plano	75023-3812	972/769-8147
TX	OPR	Josh Ding	6408 W Plano Pkwy	Plano	75093-8206	972/781-1787
TX	OPR	Kevin Bulmann	7000 W Spring Creek Pkwy	Plano	75024-3528	972/937-9099
TX	OPR	Scott Eager	1909 Preston Rd	Plano	75093-5102	972/250-0420
TX	OPR	Mike Tschirhart	8701 Memorial Blvd	Port Arthur	77640-1554	409/722-4536
TX	OPR	Claudia Baltazar	1125 US Highway 181	Portland	78374-1707	361/333-5311
TX	OPR	Aaron Williams	4420 W University Dr	Prosper	75078-8136	972/433-1012
TX	OPR	Chris Wright	1091 S Preston Rd	Prosper	75078-9294	972/433-1202
TX	OPR	Jeremy Trojacek	200 Sharaf Avenue	Red Oak	75154	972/576-4804
TX	OPR	Aaron Vann	106 W Campbell Rd	Richardson	75080-3510	972/479-8930
TX	OPR	Carl Nelson	603 S Plano Rd	Richardson	75081-4512	972/480-0090
TX	OPR	Philip Hassler	1400 E Renner Rd	Richardson	75082-2100	972/665-7064
TX	OPR	Cliff Parker	19245 W Belfort St	Richmond	77407	281/980-0007
TX	OPR	Cliff Parker	5644 W Grand Pkwy S	Richmond	77406-5880	281/238-7777
TX	TMP	David Alcocer	4505 E US Hwy 83	Rio Grande City	78582	956/848-8002
TX	OPR	Sandy Lamb	1300 N Highway 377	Roanoke	76262-9115	817/491-2955
TX	OPR	Tim Moseley	1979 N Goliad	Rockwall	75087	972/722-7010
TX	OPR	Tim Moseley	2835 Ridge Rd	Rockwall	75032-5528	972/772-4443
TX	OPR	Quart Graves	24734 Southwest Fwy	Rosenberg	77471-5972	832/595-6800

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	Jared Johnson	2350 E Palm Valley Blvd	Round Rock	78665-2345	512/660-1018
TX	OPR	Jared Johnson	305 University Blvd	Round Rock	78665-1045	512/244-4922
TX	OPR	Kathleen Johnson	110 Louis Henna Blvd	Round Rock	78664-7300	512/218-4884
TX	OPR	Becky Encinia	2617 Lakeview Pkwy	Rowlett	75088-3352	972/412-1804
TX	OPR	Jordan Hancock	4001 Sunset Dr	San Angelo	76904-5657	325/944-8357
TX	OPR	Rob Watkins	1609 Knickerbocker Rd	San Angelo	76904-5519	325/227-4055
TX	OPR	Rob Watkins	3720 S FM 2288	San Angelo	76901-5244	325/944-9367
TX	OPR	Adriana Ramirez-Bustamante	5803 Babcock Rd	San Antonio	78240-2135	210/694-4553
TX	TMP	AnaJulia Resendez	6909 N Loop 1604 E Ste 2072	San Antonio	78247-5308	210/651-6637
TX	OPR	Anthony Walker	1350 Austin Hwy	San Antonio	78209-4330	210/824-6400
TX	OPR	Ben Stover	20831 U S 281	San Antonio	78258	210/402-7307
TX	OPR	Chad Helwig	5189 De Zavala Rd	San Antonio	78249-2026	210/699-6100
TX	TMP	Chantay Bollinger	18310 Blanco Rd	San Antonio	78258-4005	210/495-6488
TX	OPR	Cindy Gonzalez	18203 W Interstate 10	San Antonio	78257-9538	210/698-8200
TX	OPR	Dan Akin	27 NE Loop 410	San Antonio	78216-5896	210/524-9084
TX	OPR	Diana Losoya	15900 La Cantera Pkwy Ste 12000	San Antonio	78256-2449	210/696-0700
TX	OPR	Don Spice	3214 SE Military Dr	San Antonio	78223-3890	210/337-9333
TX	OPR	Don Spice	4110 S New Braunfels Ave	San Antonio	78223-1718	210/531-2919
TX	OPR	Floyd Carpenter	2660 SW Military Dr	San Antonio	78224-1028	210/921-3190
TX	OPR	Greg Patterson	10634 Potranco Rd	San Antonio	78251-3345	210/520-5575
TX	OPR	Greg Patterson	5615 W Loop 1604 N	San Antonio	78253-7306	210/647-3090
TX	OPR	Joshua Cunningham	24503 W Interstate 10	San Antonio	78257-1537	210/698-7066
TX	OPR	Juan Garza	1555 North FM 1604 East	San Antonio	78232	210/495-7453
TX	OPR	Mark Wasserman	4715 Medical Dr	San Antonio	78229-4449	210/615-5293
TX	OPR	Michael Carpenter	2310 SW Military Dr Ste 108	San Antonio	78224-1409	210/927-1680
TX	OPR	Mike Mills	7010 FM 78	San Antonio	78244-1758	210/310-2244
TX	OPR	Mike Perez	7400 San Pedro Ave Ste 10	San Antonio	78216-8329	210/342-1196
TX	OPR	Richard Gonzalez	11558 Bandera Rd	San Antonio	78250-6807	210/523-1872
TX	OPR	Rick Pfluke	6301 NW Loop 410 Ste VC9	San Antonio	78238-3801	210/684-6521
TX	OPR	Rick Pfluke	6565 Ingram Rd	San Antonio	78238-3945	210/767-9193
TX	OPR	Ryan Roberts	10503 NW Military Hwy	San Antonio	78231-1999	210/479-5000
TX	OPR	Shelly Young	8221 Marbach Rd	San Antonio	78227-1652	210/673-2777
TX	OPR	Jon Sprencel	1433 N Interstate 35	San Marcos	78666-7219	512/392-0181
TX	OPR	Jon Sprencel	2213 S Interstate 35	San Marcos	78666-5918	512/392-5771
TX	OPR	Tyler Haile	6038 FM 3009	Schertz	78154-3236	210/540-3517
TX	OPR	Janell Edwards	8371 Agora Pkwy	Selma	78154-1316	210/945-2000
TX	OPR	Rob Medders	3500 N US Highway 75	Sherman	75090-2563	903/870-2000
TX	OPR	T.J. St. Romain	2301 E Southlake Blvd	Southlake	76092-6603	817/481-7152
TX	OPR	Bret Farris	3195 Riley Fuzzel Rd	Spring	77386-2810	281/864-1001
TX	OPR	Mike Ludwig	5905 FM 2920 Rd	Spring	77388-3016	281/353-4600
TX	OPR	Mike Ludwig	8510 Spring Cypress Rd	Spring	77379-3131	281/251-0996
TX	OPR	Mike Magdaleno	20608 Interstate 45	Spring	77373-2925	281/353-4336
TX	OPR	Mike Magdaleno	2102 Spring Stuebner Rd	Spring	77389-4813	281/353-7500
TX	OPR	Jean-Paul Alvarado	12161 Southwest Fwy	Stafford	77477-2303	281/564-0062
TX	OPR	Brent Kubala	16535 Southwest Fwy	Sugar Land	77479-2321	281/494-2500
TX	OPR	Brent Kubala	2323 Highway 6	Sugar Land	77478-4109	281/494-3800
TX	OPR	Quart Graves	20010 Southwest Fwy	Sugar Land	77479-6310	281/342-7800
TX	OPR	Bryson Bullington	130 Shannon Rd E	Sulphur Springs	75482-4823	903/438-1354
TX	OPR	Roger Clark	176 South Collins Road	Sunnyvale	75182	972/863-9888
TX	OPR	Steve Joy	114 N 31st St	Temple	76504-2422	254/771-2020
TX	OPR	Steve Joy	3303 S 31st St	Temple	76502-1927	254/778-1889
TX	OPR	Lee Johnson	1300 FM 148	Terrell	75160-9359	469/250-6600

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	Jonathan Cress	2400 Richmond Rd	Texarkana	75503-2466	903/832-3180
TX	OPR	Justin Flowers	2601 Richmond Rd	Texarkana	75503-2326	903/223-0560
TX	OPR	Kolby Brailsford	3440 Palmer Hwy	Texas City	77590-6512	409/943-4244
TX	OPR	Warren Leonhardi	3705 Main St	The Colony	75056-2808	972/370-2760
TX	OPR	Ed Murray	1201 Lake Woodlands Dr Ste 2146	The Woodlands	77380-5003	281/364-0588
TX	OPR	Ed Murray	1660 Lake Woodlands Dr	The Woodlands	77380-3261	281/364-0475
TX	OPR	Ed Murray	720 Sawdust Rd	The Woodlands	77380-2146	281/363-1400
TX	OPR	Kendrick Skipper	8020 Research Forest Dr	The Woodlands	77382-1501	281/367-0954
TX	OPR	Adam Powell	25630 Kuykendahl Rd	Tomball	77375-2634	281/516-9500
TX	OPR	Matthew Horsley	14314 FM 2920 Rd	Tomball	77377-5504	281/516-7373
TX	OPR	Ikey Eason	3830 Troup Hwy	Tyler	75703-1726	903/561-2324
TX	OPR	Jeff Johnston	5716 S Broadway Ave	Tyler	75703-4349	903/534-4692
TX	OPR	Joseph Williams	4601 S Broadway Ave	Tyler	75703-1307	903/561-4273
TX	OPR	Joshua Johnson	13816 Highway 69 N	Tyler	75706	903/266-0606
TX	OPR	David Murphy	6104 N Navarro St	Victoria	77904-1767	361/576-5072
TX	OPR	David Murphy	7800 Hallettsville Highway #155	Victoria	77901	361/576-5070
TX	OPR	David Sykora	901 S 7th St	Waco	76706-1131	254/218-3455
TX	OPR	Jake Roye	4310 Franklin Ave	Waco	76710-6906	254/776-5668
TX	OPR	Jake Roye	6001 W Waco Dr Ste 102	Waco	76710-6301	254/776-6739
TX	OPR	Fulvio Andreani	8016 Denton Hwy	Watauga	76148-2464	817/498-6886
TX	OPR	Philip Browne	996 W Highway 287 Byp	Waxahachie	75165-5166	972/937-1504
TX	OPR	Philip Smith	2525 S Main St	Weatherford	76087-5119	682/804-8200
TX	OPR	Charles Gibson	18323 Gulf Fwy	Webster	77598-3868	281/488-1112
TX	OPR	Toni Marbar-Ruiz	1200 N Westgate Dr	Weslaco	78596-4656	956/968-8899
TX	OPR	Ryan Taylor	701 S Capital of Texas Hwy Ste L400	West Lake Hills	78746-4805	512/329-9171
TX	OPR	Johannes Hillerbrand	6650 Westworth Blvd	Westworth Village	76114-4011	817/735-8225
TX	OPR	Ken Miller	9105 Clifford Street	White Settlement	76108	817/246-2420
TX	OPR	Mary Beth Leach	3704 Call Field Rd	Wichita Falls	76308-2724	940/691-5000
TX	OPR	Mary Beth Leach	4101 Southwest Pkwy	Wichita Falls	76308-4301	940/689-8000
TX	OPR	Eddie Kober	12310 Old Montgomery Rd	Willis	77318-5649	936/228-7503
TX	OPR	Matt Webber	400 S Highway 78	Wylie	75098-3945	972/442-8035
UT	OPR	Dusty Pyne	183 N West State Rd	American Fork	84003-1693	801/763-2697
UT	OPR	Kelli Smith	540 N 800 W	Centerville	84014-2006	801/292-0420
UT	OPR	Troy Apolonio	357 E 12300 S	Draper	84020-9504	801/495-2004
UT	OPR	Seth Poor	440 N Station Pkwy	Farmington	84025-2977	801/451-7021
UT	TMP	Scott Pendell	1201 N Hill Field Rd	Layton	84041-5137	801/546-4812
UT	OPR	Tyler Rasmussen	651 W Antelope Dr	Layton	84041-1628	801/776-8646
UT	OPR	Dusty Pyne	3470 N Digital Dr	Lehi	84043-6690	801/341-0269
UT	OPR	Cory Goettsche	1323 N Main St	Logan	84341-2221	435/755-8300
UT	OPR	Gene Parsons	1088 E Fort Union Blvd	Midvale	84047-1802	801/562-5900
UT	OPR	Andrew Allman	5175 S State St	Murray	84107-4826	801/262-0681
UT	OPR	Andrew Allman	6191 S State St Ste 348	Murray	84107-7266	801/281-0673
UT	OPR	Bart Norman	1120 Washington Blvd	Ogden	84404-4951	801/394-1992
UT	OPR	Jason MacDonald	121 N State St	Orem	84057-5509	801/221-9994
UT	TMP	Jeffrey Dagerath	575 E University Pkwy Ste M208	Orem	84097-7477	801/224-0958
UT	OPR	Terry Crook	484 W Cougar Blvd	Provo	84604-3320	801/374-2697
UT	OPR	Ryan Dennis	4067 Riverdale Rd	Riverdale	84405-1517	801/394-0661
UT	TMP	Paige Vanderbilt	4627 W Partridge Hill Ln	Riverton	84096-1857	801/509-7680
UT	OPR	Deven Macdonald	1333 S. Auto Mall Drive, Bldg 200	Saint George	84770	435/922-0777
UT	OPR	Deven Macdonald	15 S River Rd Ste 500	Saint George	84790-2167	435/656-4655
UT	TMP	Crystal Durden	28 S State St # FC-101	Salt Lake City	84111-1551	801/363-2697
UT	OPR	Eric Champeau	1206 E 2100 S	Salt Lake City	84106-2825	801/486-0609

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

UT	OPR	Nick Reynolds	301 W South Temple	Salt Lake City	84101-1216	
UT	OPR	Troy Apolonio	10090 S State St	Sandy	84070-4120	801/563-9716
UT	OPR	Nick Reynolds	11494 S District Dr	South Jordan	84095-5646	801/727-2697
UT	OPR	Scott Rasband	825 E Highway 6	Spanish Fork	84660-1341	801/798-8129
UT	OPR	Matt Griffith	5580 S Redwood Rd	Taylorsville	84123-5321	801/969-6006
UT	OPR	Rob Dinsdale	7676 S Campus View Dr	West Jordan	84084-5630	385/377-7882
UT	OPR	Paul Howard	3246 S 5600 W	West Valley City	84120-1316	801/968-8267
VA	OPR	Andrea Barnett	5808 Kingstowne Ctr	Alexandria	22315-5704	571/347-7901
VA	OPR	Eric Brommer	7130 Little River Tpke	Annandale	22003-3101	703/750-5471
VA	OPR	Erica Brock-Lelyp	671 N Glebe Rd Ste 1270	Arlington	22203-2120	703/528-1379
VA	OPR	George Demetriades	2200 Crystal Dr Ste G	Arlington	22202-3730	703/415-7815
VA	OPR	George Demetriades	710 12th St S	Arlington	22202-4289	703/416-6713
VA	OPR	Bill Digges	44835 Lakeview Overlook Plz	Ashburn	20147-5907	703/723-6172
VA	OPR	Brian Summers	43520 Yukon Dr	Ashburn	20147-6992	571/918-4286
VA	OPR	Howe Rice	815 England St	Ashland	23005-2232	804/798-9008
VA	OPR	Dave Pollard	3483 Lee Hwy	Bristol	24202-5542	276/466-5811
VA	OPR	Nick Fulgencio	5815 Burke Centre Pkwy	Burke	22015-2237	703/250-7000
VA	OPR	Mike Athanasakis	3454 Historic Sully Way	Chantilly	20151-3046	703/595-2930
VA	OPR	Peter Kim	13962 Lee Jackson Memorial Hwy	Chantilly	20151-3202	703/378-2253
VA	OPR	Peter Kim	4201 Chantilly Shopping Center	Chantilly	20151	703/631-2253
VA	OPR	Bryan Ritter	1000 Emmet St N	Charlottesville	22903-4816	434/328-8068
VA	OPR	Bryan Ritter	1626 Richmond Rd	Charlottesville	22911-3507	434/245-5254
VA	OPR	Walter Owen	350 Woodbrook Dr	Charlottesville	22901-1164	434/872-0187
VA	OPR	Bill Davis	1428 Greenbrier Pkwy	Chesapeake	23320-2831	757/607-2180
VA	OPR	Derrick Ward	205 Carmichael Way	Chesapeake	23322-2182	757/421-3586
VA	OPR	Mark Cichorz	1516 Sams Cir	Chesapeake	23320-4693	757/547-4503
VA	OPR	Scott Berry	600 Grassfield Pkwy	Chesapeake	23322-7449	757/436-1100
VA	OPR	Sean Hess	4204 Portsmouth Blvd	Chesapeake	23321-2129	757/465-8138
VA	OPR	Jason Branch	2900 W Hundred Rd	Chester	23831-2126	804/706-6238
VA	OPR	Todd Mercer	14101 Hull Street Rd	Chesterfield	23832-2780	804/639-0146
VA	OPR	Eric Kuchan	2200 N Franklin St	Christiansburg	24073-1112	540/394-4488
VA	OPR	Jason Riddle	384 Southpark Cir Spc B-10	Colonial Heights	23834-2965	804/520-4785
VA	OPR	Stacie Anderson	661 Southpark Blvd	Colonial Heights	23834-3617	804/524-4944
VA	OPR	Rick Combs	15275 Creativity Dr	Culpeper	22701-2504	540/825-4447
VA	OPR	Colin Brady	325 Piedmont Dr	Danville	24540-4028	434/791-3166
VA	OPR	Colin Brady	3535 Riverside Dr	Danville	24541-4633	434/799-1980
VA	OPR	Natalie Yang	3880 Fettle Park Dr	Dumfries	22025-1995	703/221-8428
VA	OPR	John Natolly	9509 Fairfax Blvd	Fairfax	22031-4740	703/934-2150
VA	OPR	Justin Smith	4516 Fair Knoll Dr	Fairfax	22033-3866	703/222-1096
VA	OPR	A.J. Clemans	6108C Arlington Blvd	Falls Church	22044-2901	703/533-0288
VA	TMP	Alex Wallace	8020 Spotsylvania Mall	Fredericksburg	22407	540/786-6448
VA	OPR	Josh Gaita	4220 Plank Rd	Fredericksburg	22407-4806	540/786-1131
VA	OPR	Paul Jany	10419 Patriot Hwy	Fredericksburg	22408-2629	540/267-8090
VA	OPR	Paul Jany	9900 Southpoint Pkwy	Fredericksburg	22407-2702	540/834-4199
VA	OPR	Tim Abbott	1094 International Pkwy	Fredericksburg	22406-1155	540/752-0061
VA	OPR	Todd Fleming	1698 Carl D Silver Pkwy	Fredericksburg	22401-4924	540/786-7979
VA	OPR	Jason Ward	5015 Wellington Rd	Gainesville	20155-4052	703/753-8944
VA	OPR	Howe Rice	10176 Brook Rd	Glen Allen	23059-6507	804/627-0497
VA	OPR	John Gordon	6780 Waltons Ln	Gloucester	23061-6121	804/693-4585
VA	OPR	James Perry	110 Market Place Dr	Hampton	23666-3118	757/825-2224
VA	OPR	James Perry	5018 Mercury Blvd	Hampton	23605-1402	757/234-7941
VA	OPR	Red Witten, Jr	2140 Coliseum Dr	Hampton	23666-5960	757/826-1277

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

VA	OPR	Ashley Bellamy	1691 E Market St	Harrisonburg	22801-5117	540/574-2232
VA	OPR	Jason Ward	15180 Washington St	Haymarket	20169-2949	571/222-7562
VA	OPR	Braden Dollar	19313 Front Street	Leesburg	20176	571/440-2232
VA	OPR	Danielle O'Dell	1002 Edwards Ferry Rd NE	Leesburg	20176-3346	703/777-1200
VA	OPR	Danielle O'Dell	304 Kellys Ford Plaza SE	Leesburg	20175	703/719-8101
VA	OPR	Dwayne Marshall	2305 Wards Rd	Lynchburg	24502-2101	434/237-2354
VA	OPR	Lee Hall	3405 Candler Mountain Rd Ste FC6	Lynchburg	24502-2218	434/237-5231
VA	OPR	Lee Hall	4003 Wards Rd	Lynchburg	24502-2943	434/239-2557
VA	OPR	George Snyder	9506 Liberia Ave	Manassas	20110-1719	703/331-1888
VA	OPR	Jeremy Smith	10677 Sudley Manor Dr	Manassas	20109-2844	703/330-7723
VA	OPR	Mike Lovitt	9939 Sowder Village Sq	Manassas	20109-5469	703/365-9292
VA	OPR	Danny Wulff	400 Liberty St	Martinsville	24112-1829	276/632-2448
VA	OPR	Mark Baldwin	7285 Battle Hill Dr	Mechanicsville	23111-3546	804/730-2638
VA	OPR	Mark Baldwin	9080 Times Dispatch Blvd	Mechanicsville	23116	804/938-7425
VA	OPR	Erik DeVriendt	132 Schofield Dr	Midlothian	23113-7336	804/378-4232
VA	OPR	Katie Ryan	12301 Chattanooga Plz	Midlothian	23112-4867	804/744-9092
VA	OPR	Chris Hobert	12128 Jefferson Ave	Newport News	23602-6908	757/882-8844
VA	OPR	Sean McClure	12423 Warwick Blvd	Newport News	23606-3006	757/595-0316
VA	OPR	Tony Grinbarg	12300 Jefferson Ave Spc 740-F1	Newport News	23602-6900	757/750-1111
VA	OPR	Jason Barnes	1501 Premium Outlets Blvd	Norfolk	23502-5526	757/500-4405
VA	OPR	Juan Ortiz	1205 N Military Hwy	Norfolk	23502-2228	757/461-9467
VA	OPR	Mike Easmeil	1600 Monticello Ave	Norfolk	23510-2620	757/446-8006
VA	OPR	Bir Singh	11500 Midlothian Tpke Ste 478	North Chesterfield	23235-4791	804/794-4355
VA	OPR	Jason Umberger	1590 Koger Center Blvd	North Chesterfield	23235-4721	804/594-3930
VA	OPR	Will Taylor	901 Frederick Blvd	Portsmouth	23707-4107	757/673-4414
VA	OPR	David Kim	12160 Sunset Hills Rd	Reston	20190-5840	571/203-1234
VA	OPR	Larry Everett	1494 Northpoint Village Ctr	Reston	20194-1190	703/481-1725
VA	OPR	Blake Kell	1601 Willow Lawn Dr	Richmond	23230-3427	804/282-9674
VA	OPR	Bryan Fletcher	1529 N Parham Rd	Richmond	23229-4604	804/282-4285
VA	OPR	Cole Jordan	9100 W Broad St	Richmond	23294-5805	804/273-0435
VA	OPR	Greg Williams	4443 S Laburnum Ave	Richmond	23231-2419	804/236-4601
VA	OPR	Jonathan Lighty	4920 W Broad St	Richmond	23230-3115	804/662-5662
VA	OPR	Rob Preservati	11800 W Broad St Ste 1008	Richmond	23233-7914	804/364-0200
VA	OPR	Rob Preservati	3380 Pump Rd	Richmond	23233-1130	804/364-0200
VA	OPR	Tricia Fox	7125 Forest Hill Ave	Richmond	23225-1501	804/272-5050
VA	OPR	Bob Childress	4110 Southern Hills Dr SW	Roanoke	24014-5221	540/989-2084
VA	OPR	Bob Childress	4802 Valley View Blvd NW	Roanoke	24012-2001	540/362-9064
VA	OPR	Bob Childress	4805 Valley View Blvd NW	Roanoke	24012-2018	540/362-1160
VA	OPR	Bob Duffessy	3814 Challenger Ave	Roanoke	24012-6730	540/685-4255
VA	OPR	Shaine Miles	1353 W Main St	Salem	24153-4707	540/387-2095
VA	OPR	Kyle Vinci	43310 Defender Dr	South Riding	20152-5325	703/722-8824
VA	OPR	Andrea Barnett	6681A Backlick Rd	Springfield	22150-2702	703/644-0155
VA	OPR	Jeff Hubley	25 Dunn Dr	Stafford	22556-1558	540/657-7930
VA	OPR	Jay Hawkins	101 George Cochran Pkwy	Staunton	24401-9172	540/887-2391
VA	OPR	Bill Digges	45440 Dulles Crossing Plz	Sterling	20166-8920	703/444-0300
VA	OPR	Brian Summers	22015 Dulles Retail Plz	Sterling	20166-2508	571/325-2669
VA	OPR	Jordan Smith	46920 Community Plz	Sterling	20164-1800	703/444-1901
VA	OPR	Dan Curran	6212 College Dr	Suffolk	23435-2611	757/686-4633
VA	OPR	Nicki Digby-Dalton	1018 N Main St	Suffolk	23434-4317	757/538-0941
VA	OPR	Deji Adako	8461 Leesburg Pike Ste B	Vienna	22182-2404	703/847-1514
VA	TMP	Lauren McKellop	538 Maple Ave W	Vienna	22180-4225	571/363-3944
VA	OPR	Bill Davis	5409 Indian River Rd	Virginia Beach	23464-5322	757/578-4800

# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

VA	OPR	Brian Burnette	2013 Lynnhaven Pkwy	Virginia Beach	23456-1410	757/471-4495
VA	OPR	Brian Burnette	877 Lynnhaven Pkwy	Virginia Beach	23452-7203	757/468-1003
VA	OPR	Gerrard Jones	1524 General Booth Blvd	Virginia Beach	23454-5103	757/426-6639
VA	OPR	Jason Barnes	1097 Independence Blvd	Virginia Beach	23455-5523	757/318-7641
VA	OPR	Mark Mitchell	4752 Virginia Beach Blvd	Virginia Beach	23462-6748	757/233-1978
VA	OPR	Melody Clark	701 Lynnhaven Pkwy	Virginia Beach	23452-7299	757/340-1171
VA	OPR	Natalie Cheney	749 First Colonial Rd	Virginia Beach	23451-6123	757/437-8928
VA	OPR	Paul Brock	256 W Lee Hwy	Warrenton	20186-2501	540/347-9791
VA	OPR	Jay Hawkins	710 Shenandoah Village Dr	Waynesboro	22980-9314	540/932-9209
VA	OPR	Scott Peto	4610 Monticello Ave	Williamsburg	23188-8200	757/564-6801
VA	OPR	Wrenn Holland	6732 Mooretown Rd	Williamsburg	23188-2164	757/253-6464
VA	OPR	Chuck Guffee	112 Market St	Winchester	22603-4770	540/535-2120
VA	OPR	Chuck Guffee	2230 S Pleasant Valley Rd	Winchester	22601-7004	540/678-4096
VA	TMP	Zachary Brezina	1850 Apple Blossom Dr	Winchester	22601-5187	540/665-0783
VA	OPR	Luis Hevia	2425 Prince William Pkwy	Woodbridge	22192-4147	703/490-3165
VA	OPR	Luis Hevia	4101 Old Bridge Rd	Woodbridge	22192-7668	703/580-5205
VA	OPR	Josh Burnette	5003A Victory Blvd	Yorktown	23693-5601	757/988-8847
WA	OPR	Valerie Escoffery-Artis	785 116th Ave NE	Bellevue	98004-5280	425/454-1758
WA	OPR	Kayla Maxwell	20402 98th St E	Bonney Lake	98391-8273	253/479-0500
WA	OPR	Matt Isenhower	1220 228th St SE	Bothell	98021-7489	425/402-0201
WA	OPR	Marc Schuh	17440 SE 272nd St	Covington	98042-4949	206/701-1573
WA	OPR	Ryan Powell	32025 Pacific Hwy S	Federal Way	98003-6001	206/429-2093
WA	OPR	Lynnae Schneller	6602 19th St W	Fircrest	98466-6131	253/534-8406
WA	OPR	Derek Schiefer	12026 NE 124th St	Kirkland	98034-8280	425/803-0222
WA	OPR	Justin Mears	8302 Quinault Dr NE	Lacey	98516-5831	360/481-2306
WA	OPR	Jason Davies	5429 100th St SW	Lakewood	98499-3818	253/582-2696
WA	OPR	Paul Rosser	3026 196th St SW	Lynnwood	98036-6926	425/673-7132
WA	OPR	John Clingen	8810 36th Ave NE	Marysville	98270-7267	360/386-9047
WA	OPR	Mike Lehman	104 39th Ave SW	Puyallup	98373-3621	253/200-3450
WA	OPR	Erik Lee	375 Rainier Ave S	Renton	98057-2404	425/336-7010
WA	OPR	Karl Garcia	12801 Aurora Ave N	Seattle	98133-7519	206/364-0841
WA	OPR	Ray Emmerling	9304 N Newport Hwy	Spokane	99218-1150	888/232-6775
WA	OPR	Lynnae Schneller	3902 S Steele St	Tacoma	98409-7325	253/534-8406
WA	OPR	Ethan Woodward	17333 Southcenter Pkwy	Tukwila	98188-3317	206/575-7547
WA	OPR	John Dombroski	16400 SE Mill Plain Blvd	Vancouver	98684-9606	360/980-8535
WA	OPR	John Dombroski	8440 NE Vancouver Mall Dr # 100	Vancouver	98662-6665	360/360-3036
WI	OPR	Eric Krebs	3775 W College Ave	Appleton	54914-3913	920/939-0604
WI	OPR	Sonia Choi	2455 S Oneida St	Ashwaubenon	54304-5201	920/770-3378
WI	OPR	Chris Loweth	1 N Moorland Rd	Brookfield	53005-6018	262/786-2443
WI	OPR	Jim Frasier	12625 W Capitol Dr	Brookfield	53005-5404	262/373-0609
WI	OPR	Christy Anderson	2980 Golf Court	Delafield	53018-2179	262/646-2215
WI	TMP	Ryan Clopton	5201 N Port Washington Rd	Glendale	53217-4902	414/310-1344
WI	OPR	David Balza	5351 S 76th St	Greendale	53129-1128	414/423-0853
WI	OPR	David Bramlett	2627 Humes Rd	Janesville	53545	608/531-1991
WI	OPR	Jamie Fuller	430 S Gammon Rd	Madison	53719-1002	608/833-4344
WI	OPR	Monica Daniel	4212 E Washington Ave	Madison	53704-3720	608/245-2045
WI	OPR	Brandon Duke	W185 N9590 Bancroft Drive	Menomonee Falls	53051	262/473-3716
WI	OPR	Jim Frasier	1111 N Vel R Phillips Ave	Milwaukee	53203-1104	866/232-2040
WI	OPR	Brian Goode	5315 Washington Ave	Mount Pleasant	53406-4204	262/632-0173
WI	OPR	Danica Anderson	150 W Town Square Way	Oak Creek	53154-6811	414/571-0048
WI	OPR	Pam Chaney	3015 S Kinney Coulee Rd	Onalaska	54650	608/668-1028
WI	OPR	Ty Dillon	1047 N Washburn St	Oshkosh	54904-7725	920/232-9215



# CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

WI	OPR	Kyle Bartz	1454 Capitol Dr	Pewaukee	53072-2656	262/691-0537
WI	OPR	Jason Miley	9114 76th St	Pleasant Prairie	53158-1944	262/358-4912
WI	OPR	David Schiedt	2645 S 108th St	West Allis	53227-1925	414/327-4885
WV	OPR	Larry Pittman	148 Melody Farms Rd	Barboursville	25504-1837	304/733-4850
WV	OPR	Larry Pittman	PO Box 4056	Barboursville	25504-4056	304/736-3973
WV	OPR	Richard Jarrell	100 Hylton Ln	Beckley	25801-2691	304/894-8455
WV	OPR	Richard Jarrell	1300 N Eisenhower Dr	Beckley	25801-3122	304/250-0158
WV	TMP	Brandon Duffessy	261 Mercer Mall Rd	Bluefield	24701-9098	304/327-6008
WV	OPR	Ryan Rutt	2399 Meadowbrook Mall Ste 620	Bridgeport	26330-9030	304/842-4835
WV	OPR	Alan Smith	3000 Charleston Town Ctr # 3011	Charleston	25389-0008	304/344-0868
WV	OPR	Tom Minturn	2509 Mountaineer Blvd	Charleston	25309-9439	304/205-5829
WV	OPR	Brandie Wehner	310 Emily Dr	Clarksburg	26301-5513	304/622-9797
WV	OPR	Kendra DeOms	1005 Foxcroft Ave	Martinsburg	25401-1837	304/267-9572
WV	OPR	Lisa Holt	334 Patteson Dr	Morgantown	26505-3232	304/599-1840
WV	OPR	Lisa Holt	835 Sesame Drive	Morgantown	26501	304/599-4171
WV	OPR	Mike Wade	750 Oakvale Rd	Princeton	24740-3915	681/282-5540
WV	OPR	Justin Lombardozzi	156 Joshua M Freeman Blvd	Ranson	25438-5691	304/767-9730
WV	TMP	Joseph Evans	110 Cabela Dr	Triadelphia	26059-1042	304/909-0843
WV	OPR	George Angelos	100 Grand Central Mall # F140	Vienna	26105-4110	304/422-2790
WV	OPR	George Angelos	210 Grand Central Ave	Vienna	26105-4101	304/422-3646
WY	OPR	Raymond Mefford	4435 Windmill Rd	Cheyenne	82009-5200	307/638-4444
		Count:		2411		

**EXHIBIT "F"**

**LIST OF FORMER LICENSEES**

**EXHIBIT “F”**

Licensees whose License Agreements (or a particular Licensed Site under such License Agreement) were terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A License Agreement during fiscal year 2022 or who have not communicated with us within ten weeks of our application date:

<b>State</b>	<b>City</b>	<b>Licensee</b>	<b>Current Business Phone</b>	<b>Licensed Location</b>
DC	Washington	Thompson Hospitality	301-518-4182	George Washington University
MS	Jackson	Morrison Healthcare Group	601-984-2072	University of Mississippi Medical Center
OH	Sandusky	Cedar Fair LP	419-627-2170	Cedar Point Theme Park
OK	Duncan	Sodexo	580-251-8767	Duncan Regional Hospital
SC	Charleston	Sodexo	843-792-2381	Medical University of South Carolina
VA	Fairfax	Aramark	540-327-1785	Valley Health Winchester Medical Center

**EXHIBIT "G"**

**STATE SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS**

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF CALIFORNIA**

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.* To the extent that the Franchise Disclosure Document for use in the State of California contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The following is added as the last paragraph to the cover page of the Disclosure Document:

**OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).**

2. In Item 3, “Litigation” shall be amended by the addition of the following paragraphs:

Pursuant to California law, Item 3 does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, *et seq.*) suspending or expelling such person from membership in such association or exchange.

**3. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.**

4. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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6. Item 17, “Renewal Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

The following notice is required to be inserted in this Franchise Disclosure Document by the State of California whenever an applicable provision is included in a franchise agreement. Chick-fil-A reserves the right to attempt to enforce all of the provisions listed below in which Chick-fil-A indicates that the “provision may not be enforceable under California law.”

The License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning non-renewal, transfer and termination of the License Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the License Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the License Agreement upon certain bankruptcy-related events. To the extent the License Agreement contains a provision that is inconsistent with the law, the law will control.

If the License Agreement contains a covenant not to compete which extends beyond the expiration or termination of the License Agreement, this provision may not be enforceable under California law.

If the License Agreement requires payment of liquidated damages that are inconsistent with California Civil Code Section 1671, the liquidated damages provision may not be enforceable under California law.

If the License Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, this provision may not be enforceable under California law.

If the License Agreement requires that it be governed by a state's law, other than the State of California, this provision may not be enforceable under California law.

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.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional and any other requirements of the California law applicable to the provision are met independent of and without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional or any other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC. LICENSE AGREEMENT  
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.*, the parties to the Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 8.2 of the License Agreement, under the heading entitled "Termination by CFA," shall be supplemented by the addition of the following language:

The License Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

2. Section 2.5 of the License Agreement, under the heading entitled "License Term," and Section 8.2 of the License Agreement, under the heading entitled "Termination by CFA," shall be supplemented by the addition of the following language:

California Business and Professions Code Sections 20000 through 20043 provide rights to the Licensee concerning non-renewal, transfer and termination of the License Agreement. The Federal Bankruptcy Code also provides rights to the Licensee concerning termination of the License Agreement. The Federal Bankruptcy Code also provides rights to the Licensee concerning termination of the License Agreement upon certain bankruptcy-related events. To the extent the License Agreement contains a provision that is inconsistent with the law, the law will control.

3. Section 7.3 of the License Agreement, under the heading entitled "Restrictive Covenant" or "Limitation in Use of Space," shall be supplemented by the addition of the following language:

The License Agreement contains a covenant not to compete which extends beyond the expiration or termination of the License Agreement. This provision may not be enforceable under California law.

4. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be supplemented by the addition of the following language:

The License Agreement requires litigation to be conducted in a forum other than the State of California. This provision may not be enforceable under California law.

5. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be supplemented by the addition of the following language:

The License Agreement requires that it be governed by a state's law, other than the State of California. This provision may not be enforceable under California law.

6. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the License Agreement listed above in which the parties have indicated that the "provision may not be enforceable under California law."

7. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:



3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

8. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

9. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

10. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

11. The parties acknowledge and agree that each provision of this Amendment to the License Agreement shall be effective only to the extent that the jurisdictional (and any other then-current

requirements) of the California Law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Hawaii shall be amended as follows:

1. The Risk Factors on the State Cover Page of the Disclosure Document are supplemented by adding the following:

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

2. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

3. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*”

shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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4. Item 17 is supplemented by adding the following at the end:

No release language in the License Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

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.

5. Item 20 is supplemented by adding the following at the end:

A. The following list reflects the status of our franchise registrations in states which have franchise registration and/or disclosure laws: This proposed registration is on file or will shortly be on file and effective in the following states: Michigan, Minnesota, South Dakota, Washington and Wisconsin.

B. The registration is exempt from the registration requirements of the following states: California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, and Virginia.

C. States which have refused, by order or otherwise, to register these franchises: None

D. States which have revoked or suspended the right to offer the franchises: None.

E. States in which the proposed registration of these franchises has been withdrawn: None

6. Each provision of this Hawaii Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Franchise Investment Law of Hawaii is met independently without reference to this Hawaii Addendum.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the parties to the attached Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

2. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

3. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

4. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's

representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Hawaii Franchise Investment Law are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Hawaii Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the Franchise Disclosure Document for Prospective Licensees for Chick-fil-A, Inc. for use in the state of Illinois shall be amended to include the following:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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3. Item 17 shall be supplemented by the following language:

The conditions under which your License Agreement can be terminated and your rights upon expiration of the License Agreement may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Licensee’s rights upon the expiration of the License Agreement regarding repurchase may be affected by Illinois law, 815 ILCS 705/20. If required to do so by Illinois law, 815 ILCS 705/20, Chick-fil-A will compensate the Licensee upon expiration of the License Agreement either by repurchase or by other means for the diminution in value of the licensed business caused by the expiration of the License Agreement, if Chick-fil-A is required to do so by Illinois law, 815 ILCS 705/20.

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.

4. The Item 17 provision entitled “Choice of forum” shall be amended so that it reflects that litigation must occur in courts located in the state of Illinois.

5. The Item 17 provision entitled “Choice of law” shall be supplemented by the following language:

This provision may not be enforceable under Illinois law. Illinois law will apply to all claims arising under the Illinois Franchise Disclosure Act of 1987.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.



**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Sections 2.5 and 8.2 of the License Agreement, under the headings entitled "License Term" and "Termination by CFA," shall be supplemented by the following language:

If any of the provisions of this Section concerning termination or non-renewal are inconsistent with Sections 19 or 20 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

2. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

3. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

This Agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, this Section 10.5 shall be void with respect to any cause of action arising under the Illinois Franchise Disclosure Act of 1987.

4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

5. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

10.6 Litigation. The Parties agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between Licensee and CFA and results in litigation, the state and federal courts located in the state of Illinois shall have jurisdiction to hear and decide such matters, and each Party hereby submits to the jurisdiction of such courts. The Parties further acknowledge and agree that such courts are convenient forums for the litigation of any controversy or claim which may arise out of or relating to this

Agreement and that those courts shall have exclusive jurisdiction for such litigation arising under the Illinois Franchise Disclosure Act of 1987. If either Party files suit to collect sums due under this Agreement, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection, including without limitation attorneys' fees and advisors' fees, court costs and other expenses of litigation, if the suing Party prevails in such suit.

6. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

7. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

8. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of Indiana shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following language:

Neither Chick-fil-A, nor any person identified in Item 2 above has any administrative, criminal or material civil action pending against them alleging a violation of a franchise antitrust or securities law, unfair or deceptive practices, or comparable allegations.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency.

2. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for site approval.

3. Item 12, "Territory," shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with you within a reasonable area of the Licensed Unit.

4. Item 17 for the License Agreement, items b and c, under the subheadings entitled "Renewal or extension of term" and "Requirements for franchisee to renew or extend," shall be supplemented by the addition of the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Act, the provision may not be enforceable under the Indiana Deceptive Franchise Practices Act.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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6. Item 17 for the License Agreement, item v, under the subheading entitled “Choice of forum” shall be amended by the addition of the following language:

The License Agreement’s requirement that litigation be conducted in a forum other than the State of Indiana may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10). Item 17 for the License Agreement, item w, under the subheading entitled “Choice of law” shall be amended by the addition of the following language:

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

7. Item 17 shall be supplemented by the following language:

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.

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT REQUIRED BY  
THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the parties to the Chick-fil-A, Inc. License Agreement (the “License Agreement”), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 2.3 of the License Agreement, under the heading entitled “License not Exclusive,” shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Licensee within a reasonable area of the Licensed Unit.

2. Section 2.5 of the License Agreement, under the subheading entitled “License Term,” shall be supplemented by the addition of following language:

The Indiana Deceptive Franchise Practices Act may provide rights to Licensee concerning the non-renewable nature of the License Agreement. To the extent that this section of the License Agreement is inconsistent with the Act, the Indiana Deceptive Franchise Practices Act will control.

3. Section 3.2 of the License Agreement, under the heading entitled “Responsibility,” shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA’s then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA’s prior written consent.

4. Section 10.2 of the License Agreement, under the heading “Equitable Remedies”, is supplemented by adding the following sentence at the end:

Any reservation of rights by Chick-fil-A to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). Licensee cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights by the Licensee with regard to this License Agreement is prohibited to the extent required under IC 23-2-2.7-1(5).

5. Section 10.3 of the License Agreement, under the heading “Indemnification”, is supplemented by adding the following sentence at the end:

In no event will this indemnification apply to liability caused by Licensee’s proper reliance on or use of procedures or materials provided

by Chick-fil-A or because of Chick-fil-A's negligence.

6. Section 10.5 of the License Agreement, under the subheading entitled "Choice of law," shall be supplemented by the addition of the following language:

If the License Agreement requires that it be governed by a state's laws other than the State of Indiana, to the extent that such laws conflict with the Indiana Deceptive Franchises Practices Act and the Indiana Franchises Act, the Acts will control.

7. Section 10.6 of the License Agreement, under the subheading entitled “Litigation,” shall be supplemented by the addition of the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

8. Section 10.8(a) of the License Agreement, under the heading entitled “Caveats,” shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

9. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

10. Section 11.9 of the License Agreement, under the heading entitled “Entire Agreement; Modification,” shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the “FDD”). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA’s rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.



11. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practice Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Amendment.

**YOU ACKNOWLEDGE YOU HAVE READ THIS AMENDMENT AND UNDERSTAND ITS TERMS. YOU FURTHER ACKNOWLEDGE YOU WOULD NOT SIGN THIS AMENDMENT IF YOU DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.**

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. Sections 4-201 – 14-233 (1994), the Franchise Disclosure Document for Prospective Licensees for Chick-fil-A, Inc. for use in the state of Maryland shall be amended to include the following:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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3. The sentences in Item 17v. shall be supplemented by the addition of the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights you may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

4. The sentences in Item 17w. shall be supplemented by the addition of the following language:

If the License Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Licensee may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 17, “Renewal Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. Sections 4-201 – 14-233 (1994), the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of \_\_\_\_\_, (the “License Agreement”), do hereby agree as follows:

1. Section 3.2 of the License Agreement, under the heading entitled “Responsibility,” shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA’s then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA’s prior written consent.

2. Section 10.5 of the License Agreement, under the heading entitled “Choice of Law,” shall be supplemented by the following language:

If the License Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Licensee may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Section 10.6 of the License Agreement, under the heading entitled “Litigation,” shall be supplemented by the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights Licensee may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

4. Section 10.8(a) of the License Agreement, under the heading entitled “Caveats,” shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

5. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

6. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

Nothing in the License Agreement or in any related agreement is intended to disclaim or require Licensee to waive reliance on any representation made in the FDD received by the Licensee.

7. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of Minnesota shall be amended to include the following:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. The fifth paragraph under Item 13 shall be deleted in its entirety, and the following language shall be added in lieu thereof:

CFA Properties and Chick-fil-A have the sole and exclusive right to protect any or all of the trademarks listed above at their own expense. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties’ trademarks. The License Agreement does not require CFA Properties or Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with CFA Properties and us in defending CFA Properties’ trademarks. We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole business judgment, determine that you used the trademarks in accordance with the License Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole business judgment, determine that you have not used the trademarks in accordance with the License Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your License Agreement, you must immediately cease all use of the trademarks.

3. Item 17 for the License Agreement shall be amended by the addition of the following language at the conclusion of the provisions entitled “Renewal or extension of the term,” “Termination by franchisor with cause,” and “Transfer by franchisee – definition:”

The Minnesota Franchise Act provides licensees with certain termination, non-renewal, and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a licensee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of nonrenewal of the License Agreement, and that consent to the transfer of the license not be unreasonably denied. If the License Agreement and/or Franchise Disclosure Document contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the License Agreement will be superseded by

the Minnesota Franchise Act's requirements and shall have no force or effect.

4. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause\*" shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit "G"). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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5. Item 17 for the License Agreement shall be amended by the addition of the following language at the conclusion of the provision entitled "Choice of law:"

If the License Agreement and/or Franchise Disclosure Document require(s) that it be governed by a state's law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

6. Item 17 shall be amended by the addition of the following language at the conclusion of the provision entitled "Choice of forum:"

If the License Agreement and/or Franchise Disclosure Document requires the Licensee to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

7. Item 17 shall be amended by the addition of the following language at the end of the item:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the franchise disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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.

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.



**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn Rules. §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of \_\_\_\_\_ (the “License Agreement”), do hereby agree as follows:

1. Sections 2, 8 and 9 of the License Agreement, under the headings entitled “License Term,” “Termination by CFA,” and “Limitations on Transfer by Licensee” shall be supplemented by the addition of the following:

The Minnesota Franchise Act provides licensees with certain termination, renewal and transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a licensee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of intent not to renew the License Agreement, and that consent to the transfer of the license not be unreasonably withheld. If the License Agreement contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the License Agreement will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

2. Section 3.2 of the License Agreement, under the heading entitled “Responsibility,” shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA’s then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA’s prior written consent.

3. Section 7.4I of the License Agreement, under the heading entitled “Use of Proprietary Marks,” shall be deleted in its entirety, and the following language shall be added in lieu thereof:

I Licensee agrees to promptly and fully advise CFA of all knowledge it has or acquires concerning any use of a trade name, trademark, service mark or other mark that may infringe upon any of the Proprietary Marks, but CFA and CFA Properties retain the exclusive right and authority to protect or defend the Proprietary Marks. CFA does not warrant the validity of any or all of the Proprietary Marks. Licensee does agree, however, at the cost of CFA, to be a named party in any demand, suit or action which CFA may determine to institute in connection with such matters and otherwise to cooperate as CFA reasonably requests in any defense or other protection of the Proprietary Marks. Any and all damages and costs recovered shall be for the sole account of CFA. CFA agrees to defend Licensee against any third-party claim, suit, or demand arising out of Licensee’s use of the Proprietary Marks. If CFA, in its sole business judgment, determines that Licensee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by CFA. If CFA, in its sole business judgment, determines that Licensee has not used the Proprietary Marks in

accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Licensee.

4. Section 10.5 of the License Agreement, under the heading entitled “Choice of Law,” shall be supplemented by the addition of the following language:

If the License Agreement requires that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

5. Section 10.6 of the License Agreement, under the heading entitled “Litigation,” shall be supplemented by the addition of the following language:

If the License Agreement requires the Licensee to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Licensee as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

6. Section 10.8(a) of the License Agreement, under the heading entitled “Caveats,” shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

7. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

8. Section 11.9 of the License Agreement, under the heading entitled “Entire Agreement; Modification,” shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA’s representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee’s entry into this Agreement (the “FDD”). CFA cautions the Licensee not to rely on any representations,

**CHICK-FIL-A, INC.**

**MINNESOTA AMENDMENT TO THE LICENSE AGREEMENT**

promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

9. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of New York shall be amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.**

**REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23<sup>RD</sup> FLOOR, NEW YORK, NEW YORK 10271.**

**THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. Item 3, "Litigation," shall be amended by adding the following at the end:

Except as provided above, with regard to the franchisor, its predecessor, a parent or an affiliate who induces franchise sales by promising to back the franchisor financially or otherwise guarantees the franchisor's performance, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, "Bankruptcy," shall be amended by adding the following at the end:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the ten-year period immediately preceding the date of this Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge for its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 5, "Initial Franchise Fee," shall be amended by the addition of the following language at the end:

The initial franchise fee may, in part, be profit to us, and constitutes part of our general operating funds and will be used as such in our business judgment.

4. Item 11, "Franchisor's Assistance, Advertising, Computer Systems and Training," under the heading "Selection of Location," shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A's prior approval. Chick-fil-A's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A's then current minimum standards for

**CHICK-FIL-A, INC.**

**NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT  
FOR PROSPECTIVE LICENSEES**

site approval.

5. Item 13, “Trademarks,” shall be amended by the addition of the following language at the end of the second paragraph following the table of CFA Properties’ trademarks, following the sentence:

Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

6. Item 17, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following language at the end of item d in the summary for the Franchise Agreement and the Lease under the provision entitled “**Termination by franchisee:**”

You may terminate the Franchise Agreement and the Lease upon any grounds available by law.

7. Item 17, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following language at the end of item j in the summary for the Franchise Agreement and the Lease under the provision entitled “**Assignment of the contract by franchisor:**”

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A’s obligations under the Franchise Agreement and the Lease.

8. Item 17, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following language at the end of item c and item m in the summary for the Franchise Agreement and the Lease under the provisions entitled “**Requirements for franchisee to renew or extend**” and “**Conditions for franchisor approval of transfer**”

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

9. Item 17, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following paragraph in item q, in the summary for the Franchise Agreement under the provision entitled “**Non-competition covenants during the term of the franchise:**”

You acknowledge that any violation of the terms of the covenants not to compete would result in irreparable injury to Chick-fil-A for which no adequate remedy of law may be available, and you accordingly agree that Chick-fil-A may seek an injunction prohibiting any conduct by you in violation of the terms of the covenant not to compete.

10. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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11. Item 17, under the heading entitled “Renewal, Termination, Transfer and Dispute Resolution,” shall be supplemented by the addition of the following language for the Franchise Agreement and the Lease at the end of item v and item w in the summary for the Franchise Agreement and the Lease under the provisions entitled “**Choice of forum,**” and “**Choice of law**”:

The above choice of law should not be considered a waiver of any right conferred upon Chick-fil-A or upon you by Article 33 of the General Business Law of the State of New York, Article 33.

12. Item 17, “Renewal Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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.

13. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of \_\_\_\_, (the "License Agreement"), do hereby agree as follows:

1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

2. Section 6.5 of the Agreement, under the heading "Operations Manual," shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Agreement:

Revisions to the manuals shall not unreasonably affect Licensee's obligations, including economic requirements, under this Agreement.

3. Section 9.1 of the Agreement, under the heading "Assignment by CFA," shall be supplemented by the following language, which shall be considered an integral part of the Agreement:

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A's obligations under this Agreement.

4. Section 10.3 of the Agreement, under the heading "Indemnification," shall be supplemented as follows:

Notwithstanding the above, you shall indemnify Chick-fil-A and hold Chick-fil-A harmless from liabilities resulting from your breaches and civil wrongs only.

5. Section 10.5 of the Agreement, under the heading "Choice of Law," shall be supplemented as follows:

This Agreement shall be interpreted and construed under the laws relating to the construction and interpretation of contracts of the State of Georgia, without regard to any conflict of law statute or doctrine applicable in the State of Georgia, except that the above choice of law should not be considered a waiver of any right conferred upon Licensee by General Business Law of New York State, Sections 680-695.

6. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

**CHICK-FIL-A, INC.  
NEW YORK AMENDMENT TO THE LICENSE AGREEMENT**



10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

7. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

8. Section 11.9 of the License Agreement, under the heading entitled “Entire Agreement; Modification,” shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the “FDD”). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA

9. Section 11.11 of the Agreement, under the heading “Miscellaneous,” shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Agreement:

To the extent that the License Agreement requires the Licensee to sign a release or to acknowledge facts that would negate or remove from judicial or administrative review any statement, misrepresentation or action that would violate New York law, including New York General Business Law, Article 33, Sections 680 – 695, or a rule or order under the law, the release or acknowledgment of fact will be void with respect to claims arising under New York law. All rights the Licensee enjoys and any causes of action arising in the Licensee's favor from the provisions of Article 33 of the General Business Law of the

State of New York and the regulations issued under the law remain in force, it being the intent that the non-waiver provisions of Sections 687.4 and 687.5 of the New York General Business Law be satisfied.

10. Each provision of this Amendment to the License Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this New York Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Prospective Licensees of Chick-fil-A, Inc. for use in the state of North Dakota shall be amended to include the following:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. Item 17.r provision entitled “Non-competition covenants after the franchise is terminated or expires” shall be supplemented with the following language:

The North Dakota Franchise Investment Law has a statute which limits Chick-fil-A’s ability to restrict your activity after the License Agreement has ended. N.D. Cent. Code § 9-08-06.

3. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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4. The Item 17.v provision entitled “Choice of forum” shall be amended so that it reflects that there is no such provision contained in the License Agreement for use in North Dakota.

5. The Item 17.w provision entitled “Choice of law” shall be supplemented with the following language:

This provision may not be enforceable under North Dakota law. North Dakota law will apply to all claims arising under the North Dakota Franchise Investment Law.

6. Item 17, “Renewal Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Chick-fil-A, Inc. License Agreement, dated as of \_\_\_\_\_ (the "License Agreement"), do hereby agree as follows:

1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

2. Section 10.5 of the License Agreement, under the heading entitled "Choice of Law," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

This agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, this Section shall be void with respect to any cause of action arising under the North Dakota Franchise Investment Law.

3. Section 10.6 of the License Agreement, under the heading entitled "Litigation," shall be deleted in its entirety, and the following language shall be added in lieu thereof:

10.6 Litigation. If either Party files suit to collect sums due under this Agreement, then the first Party, in addition to its other rights and remedies hereunder, shall be entitled to recover all costs and expenses incurred in connection with such collection, including without limitation attorneys' fees and advisors' fees, court costs and other expenses of litigation, if the suing Party prevails in such suit.

4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

5. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement**. 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.

6. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

7. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_ Title: \_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the Franchise Disclosure Document for Prospective Licensees for Chick-fil-A, Inc. for use in the state of Rhode Island shall be amended to include the following:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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3. The sentences in Items 17v. shall be supplemented by the addition of the following language:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

4. The sentence in Items 17w. shall be supplemented by the addition of the following language:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

5. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.



**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the parties to the attached Chick-fil-A, Inc. License Agreement (the “License Agreement”), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 3.2 of the License Agreement, under the heading entitled “Responsibility,” shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA’s then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA’s prior written consent.

2. Section 10.5 of the License Agreement, under the heading entitled “Choice of Law,” shall be supplemented by the following language:

If the License Agreement requires that it be governed by a state’s law, other than the State of Rhode Island, to the extent that such law conflicts with the Rhode Island Franchise Investment Act, it is void under Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

3. Section 10.6 of the License Agreement, under the heading entitled “Litigation,” shall be supplemented by the following language:

If the License Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under the Rhode Island Franchise Investment Act, Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

4. Section 10.8(a) of the License Agreement, under the heading entitled “Caveats,” shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

5. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

6. Section 11.9 of the License Agreement, under the heading entitled “Entire Agreement; Modification,” shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the “FDD”). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

7. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rhode Island Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of South Dakota shall be amended as follows:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. The “Summary” section in Item 17(q), entitled “Non-competition covenants during term of the franchise” and Item 17(r) entitled “Non-competition covenants after the franchise is terminated or expires”, are amended by the addition of the following language:

Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

3. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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4. Item 17, "Renewal Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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.

5. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the License Agreement listed above that may not be enforceable under South Dakota law.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT REQUIRED BY  
THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the parties to the Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

2. Section 7.3 of the License Agreement, under the heading entitled "Restrictive Covenant" or "Limitation in Use of Space," shall be supplemented by the addition of the following language:

The License Agreement contains a covenant not to compete that extends beyond the expiration or termination of the License Agreement. This provision may not be enforceable under South Dakota law.

3. Chick-fil-A reserves the right to attempt to enforce Section 7.3 of the License Agreement listed above even though it may not be enforceable under South Dakota law.

4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

5. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

6. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with

respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

7. Each provision of this Amendment shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this South Dakota Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the Franchise Disclosure Document For Prospective Licensees of Chick-fil-A, Inc. for use in the state of Virginia shall be amended to include the following:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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3. Item 17 of the Franchise Disclosure Document is supplemented by adding the following at the end of the Item:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.



**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the parties to the attached Chick-fil-A, Inc. License Agreement (the "License Agreement"), dated as of \_\_\_\_\_, do hereby agree as follows:

1. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

2. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

3. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

4. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the

FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Virginia Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.10 through 19.100.940, the Franchise Disclosure Document for Prospective Licensees of Chick-fil-A, Inc. for use in the state of Washington shall be amended to include the following:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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3. Item 17 shall be supplemented with the following language:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the

Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the parties to the attached Chick-fil-A, Inc. License Agreement dated as of \_\_\_\_\_ (the "License Agreement") do hereby agree as follows:

1. Sections 2.5 and 8.2 of the License Agreement, under the headings entitled "License Term" and "Termination by CFA", shall be amended by adding the following language at the end of the Section:

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

2. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

3. Sections 10.5 and 10.6 of the License Agreement, under the headings entitled "Choice of Law" and "Litigation", shall be amended by adding the following language at the end of each Section:

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

4. Section 9.2 of the License Agreement, under the heading entitled "Limitations on Transfer by Licensee," shall be amended by adding the following language at the end of the Section:

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

5. Section 7.3 of the License Agreement, under the heading entitled "Limitations on Competition," shall be amended by adding the following language at the end of the Section:

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

6. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

7. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

8. Section 11.9 of the License Agreement, under the heading entitled "Entire Agreement; Modification," shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any

amendments or supplements, in connection with Licensee's entry into this Agreement (the "FDD"). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA's rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

9. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the License Agreement in duplicate on the date first above written.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE CHICK-FIL-A, INC.  
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE LICENSEES  
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Wisconsin shall be amended as follows:

1. Item 11, “Franchisor’s Assistance, Advertising, Computer Systems and Training,” under the heading “Selection of Location,” shall be amended by modifying the last sentence of the second paragraph under that heading so that the second paragraph shall read as follows:

Chick-fil-A licenses and continues to offer licenses to prospective Chick-fil-A Licensees from time to time who have access to Licensed Sites, which are locations such as schools, workplaces, universities, airports, hospitals and other similar locations. Accordingly, you have the sole responsibility to select and must select the Licensed Site for your Chick-fil-A Licensed Unit(s) and the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site, subject to Chick-fil-A’s prior approval. Chick-fil-A’s approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets Chick-fil-A’s then current minimum standards for site approval.

2. Item 17 for the License Agreement, item b, under the subheading entitled “Renewal or extension of term” shall be replaced in its entirety by the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the provision may not be enforceable under the Wisconsin Fair Dealership Law.

3. Item 17 for the License Agreement, item c, under the subheading entitled “Requirements for franchisee to renew or extend,” shall be replaced in its entirety by the following language:

The License Agreement is not renewable upon its expiration. To the extent that the License Agreement contains a provision regarding renewal that is inconsistent with the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the provision may not be enforceable under the Wisconsin Fair Dealership Law.

4. Item 17 for the License Agreement, item i, under the subheading entitled “Franchisee obligations on termination/nonrenewal,” shall be supplemented with the addition of the following language at the conclusion of the item:

Upon termination of the License Agreement by Chick-fil-A, at your option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A’s trademark sold by Chick-fil-A to you for resale under the License Agreement.



5. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause\*” shall be amended to read as follows:

t. Integration/merger clause*	11	Only the terms of the License Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the License Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.
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6. Item 17, “Renewal Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph(s) at the conclusion of the Item:

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.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.  
LICENSE AGREEMENT  
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the parties to the Chick-fil-A, Inc. License Agreement dated as of \_\_\_\_\_ (the "License Agreement") do hereby agree as follows:

1. Section 2.5 of the License Agreement, under the subheading entitled "License Term," shall be supplemented by the addition of following language:

The Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, may provide rights to Licensee concerning the non-renewable nature of the License Agreement. To the extent that this section of the License Agreement is inconsistent with the Wisconsin Fair Dealership Law, the Wisconsin Fair Dealership Law will control.

2. Section 3.2 of the License Agreement, under the heading entitled "Responsibility," shall be amended by deleting Section 3.2 and replacing it with the following:

3.2 Notwithstanding Section 3.1, Licensee shall be solely responsible for the selection of any Sites and the location of Units there. CFA's approval of a Licensed Site or the location of your Chick-fil-A Licensed Unit(s) within the Chick-fil-A Licensed Site shall only mean that the prospective Licensed Unit(s) to be operated at the Licensed Site meets CFA's then current minimum standards for site approval. Licensee may not move the location of any Unit, from the Site with which it was originally associated, without CFA's prior written consent.

3. Section 8 of the License Agreement shall be supplemented by the addition of the following language at the conclusion of the Section:

**8. Chick-fil-A's Obligations Upon Chick-fil-A's Termination**

Upon termination of the License Agreement by Chick-fil-A, at the Licensee's option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademarks sold by Chick-fil-A to the Licensee for resale under the License Agreement.

4. Section 10.8(a) of the License Agreement, under the heading entitled "Caveats," shall be deleted and replaced by the following:

10.8 (a) Based on its experience, CFA believes and therefore states that the success of the business venture contemplated to be undertaken by Licensee by virtue of this Agreement is speculative and depends to a large extent upon the ability of Licensee as an independent business entity and its active participation in the affairs of the Units, as well as other factors.

5. The following is added as a new section 10.10 to the License Agreement:

**10.10 No Statement, Questionnaire, or Acknowledgement.** 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.

6. Section 11.9 of the License Agreement, under the heading entitled “Entire Agreement; Modification,” shall be deleted in its entirety and replaced by the following:

**11.9 Entire Agreement; Modification.** This Agreement (together with the Addenda and the Exhibits and other attachments hereto and any and all guarantees hereof) constitutes the entire, complete and integrated Agreement between CFA and Licensee concerning the subject matter of this Agreement, and supersedes all previous negotiations and agreements between them, with respect to the subject matter hereof. Subject to the requirements of applicable state law, no other representations have induced Licensee to sign this Agreement. Licensee may rely on CFA's representations in the most recent Franchise Disclosure Document that CFA delivered to Licensee, including its exhibits and any amendments or supplements, in connection with Licensee's entry into this Agreement (the “FDD”). CFA cautions the Licensee not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of CFA is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. Further, this Agreement may not be modified or amended except in writing signed by Licensee and a duly authorized officer of CFA, subject to CFA’s rights in Sections 6.2 and 6.5, and no change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind CFA unless in writing and signed by a duly authorized officer of CFA.

. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Wisconsin Amendment to the License Agreement on the same date as that on which the License Agreement was executed.

CHICK-FIL-A, INC.

LICENSEE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT “H”

### 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:

<b>State</b>	<b>Effective Date</b>
California	March 31, 2023
Hawaii	Pending
Illinois	March 31, 2023
Indiana	March 31, 2023
Maryland	March 31, 2023
Michigan	March 31, 2023
Minnesota	Pending
New York	March 31, 2023
North Dakota	March 31, 2023
Rhode Island	March 31, 2023
South Dakota	March 31, 2023
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT "I"**

**RECEIPTS**

**RECEIPT**

This Disclosure Document summarizes certain provisions of the License Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York requires that Chick-fil-A give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the License Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A 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 Chick-fil-A 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency.

The franchisor is Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: March 31, 2023

The name, principal business address and telephone number of each franchise seller for this offering: Chick-fil-A, Inc., and \_\_\_\_\_; 5200 Buffington Road, Atlanta, Georgia 30349; 404-765-8000.

Chick-fil-A authorizes the respective state agencies identified in Exhibit "A" to receive service of process for it in the particular state.

I have received a Disclosure Document for Licensees dated March 31, 2023, that included the following Exhibits:

- EXHIBIT "A" List of State Agencies/Agents for Service of Process
- EXHIBIT "B-1" License Agreement (Self-Operators)
- EXHIBIT "B-2" License Agreement (Food Service Providers)
- EXHIBIT "C" Consolidated Financial Statements of Chick-fil-A, Inc.
- EXHIBIT "D" Table of Contents of Chick-fil-A Manuals
- EXHIBIT "E" List of Licensed Units, Operator Restaurants and Chick-fil-A Operated Restaurants
- EXHIBIT "F" List of Former Licensees
- EXHIBIT "G" State Specific Addenda and Agreement Amendments
- EXHIBIT "H" State Effective Dates
- EXHIBIT "I" Receipts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Print Name

**Please sign and date this page and retain this page in your possession  
as part of your records.**

## RECEIPT

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EXHIBIT "H"	State Effective Dates
EXHIBIT "I"	Receipts

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Print Name

**Please remove this page, sign and date this page, and return this page within 48 hours  
after you receive this Disclosure Document to Real Estate-Licensing, Chick-fil-A, Inc.,  
5200 Buffington Road, Atlanta, Georgia 30349-2998.**