FRANCHISE DISCLOSURE DOCUMENT

GOSH ENTERPRISES, INC.
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(614) 923-4700
www.charleys.com

Through this disclosure document, we offer franchises for quick service restaurants operating under the "Charleys" name and mark (each a "Charleys Restaurant" or "Restaurant"). Charleys Restaurants feature Philadelphia-style cheese steaks, buffalo style chicken wings, and several other varieties of grilled subs, french fries, lemonade and soft drinks. In this disclosure document, we refer to Restaurants operating in mall food courts, airports, military bases and inline locations as "CPS Restaurants" and we refer to Restaurants operating in inline and freestanding locations that additionally offer chicken wings and other chicken-based menu items as "CPSW Restaurants". We further refer to a CPSW Restaurant located within a Walmart Store as a "Walmart Location".

The total investment necessary to begin operation of CPS Restaurant $203,492 to $696,266. This includes $24,500 to $27,000 that must be paid to us. The total investment necessary to begin operation of a CPSW Restaurant is $202,690 to $1,004,447. This includes $24,500 to $27,000 that must be paid to us. The total investment necessary to begin operation of a CPSW Restaurant within a Walmart Location is $252,061 to $646,224. This includes $39,500 to $101,600 that must be paid to us and our affiliates.

This franchise disclosure document summarizes certain provisions of your franchise agreement and other agreements and information in plain English. Read this franchise disclosure document and all accompanying agreements carefully. You must receive this franchise 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 franchise sale or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your franchise disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Kelly Sayre, Franchise Paralegal, Gosh Enterprises, Inc., 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220 and (614) 923-4700, ksayre@charleys.com.

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

Buying a franchise is a complex investment. The information in this franchise 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 franchise disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

Date of Issuance: April 28, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risk be highlighted:

Out-of-State Dispute Resolution. The Franchise Agreement requires you to resolve disputes with us by arbitration in our home state (currently Ohio). Out-of-state arbitration may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate with us in our home state than in your own state.

Mandatory Minimum Payments. You must make minimum royalty payments regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Unopened Franchises. The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their restaurants. If other franchisees are experiencing delays in opening their restaurants, you may also experience delays in opening your own restaurant.

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

Unless the context otherwise requires, "GEI," "we," "us," or "our" refer to Gosh Enterprises, Inc. ("GEI") and "Franchisee," "you," or "your" refer to the person who is granted a franchise. If you are a corporation, limited liability company, partnership or any other type of legal entity, the provisions of the Franchise Agreement also apply to your owners by virtue of the requirement that all your owners personally guarantee, and agree to be personally bound by, your obligations under the Franchise Agreement.

The Franchisor, and any Parents, Predecessors, and Affiliates

GEI offers the franchises described in this franchise disclosure document. GEI is an Ohio corporation. We were incorporated and began offering franchises for Charleys Restaurants in May 1990. We conduct business under our corporate name and the names "Charleys®", "Charleys Philly Steaks®", "Charley's Grilled Subs®", "Charleys Philly Steaks Wings ● Philly Steaks®," and "Charleys Cheesesteaks•Wings™". Our principal business address is 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220. Our agents for service of process are listed in Exhibit C. We are not engaged in any other business and have never offered franchises in any other line of business.

As of December 31, 2025, there were 60 company-owned Charleys Restaurants and 766 franchised Restaurants in the United States and its territories, and 60 franchised Restaurants in Bahrain, Canada, Germany, Italy, Japan, South Korea, Kuwait, Oman, Qatar, Saudi Arabia, the United Arab Emirates, and the United Kingdom.

We do not have a predecessor, however, our CEO and founder, Charley M. Shin opened the first Charley's Steakery restaurant as a sole proprietorship in March 1986.

We do not operate any Charleys Restaurants directly; however, our affiliates described below have owned and operated Charleys Restaurants since March 1986 and these Restaurants are included as company-owned Restaurants for the purposes of this disclosure document. Anjani II Ltd., LLC is an Ohio limited liability company formed on October 8, 1996; Anjani III Ltd. LLC is an Ohio limited liability company formed on December 26, 2012; Charley's Steakery, Inc. is an Ohio corporation formed on March 28, 1990; Modesto Ventures LLC is an Ohio limited liability company formed on December 20, 2010; CGS Ontario, LLC is an Ohio limited liability company formed on June 20, 2011; CPSW SOM Center, LLC is an Ohio limited liability company formed on May 20, 2019; and CPSW Shops 58, LLC is an Ohio limited liability company formed on March 16, 2021; and Legacy Restaurants LLC is an Ohio limited liability company formed on January 8, 2020. Each of these affiliates shares our principal business address. None of these affiliates have offered franchises in any line of business.

Our affiliate, CPS Sites LLC ("CPS Sites") grants subleases to certain franchisees who develop franchised CPSW Restaurants in Walmart stores ("Walmart Locations"). CPS Sites is an Ohio limited liability company formed on January 18, 2021. CPS Sites shares our principal business address and has never offered franchises in any line of business.

Our affiliate, Lenny's Holdings LLC ("LHL"), an Ohio limited liability company formed on September 3, 2019, has offered franchises for Lennys Grill & Subs Restaurants ("Lennys Restaurants") since November 4, 2019. LHL acquired the assets of the Lenny's Restaurant brand from Lenny's Franchise Systems, LLC, an Indiana limited liability company, on November 4, 2019. As of December 31, 2025, there were 58 franchised Lennys Restaurants and four company-owned Lennys Restaurant in operation. We do not own or operate any Lennys Restaurants; however, our affiliate, Lenny's Steakery LLC ("LSL"), has owned and operated Lennys Restaurants since November 2019 and these restaurants are included as "company-owned Lennys Restaurants" for the purposes of this disclosure document. Both LHL and LSL share our principal business address. LSL has never offered franchises in any line of business.

Except as noted above, we have no parent, predecessors or affiliates that are required to be disclosed in this Item.

Our Business

We are in the business of franchising Charleys Restaurants that offer Philadelphia-style cheese steaks, buffalo style chicken wings, and several other varieties of grilled subs, french fries, lemonade and soft drinks. Charleys Restaurants operate in the quick-service to "fast-casual" segment of the restaurant industry. In this disclosure document, we refer to Restaurants operating in mall food courts, airports, military bases and inline locations as "CPS Restaurants" and we refer to Restaurants operating in inline and freestanding locations that additionally offer chicken wings and other chicken-based menu items as "CPSW Restaurants".

We have developed and own a comprehensive system for developing and operating Charleys Restaurants, which includes trademarks, interior designs and layouts, equipment, ingredients, recipes, methods of preparation and specifications for authorized food products, methods of inventory control and certain operational and business standards and policies (the "System"), all of which we may improve upon, further develop or otherwise modify from time to time.

The quick service restaurant industry is a highly competitive and developed market. Competitors include other quick service restaurants, fast casual dining restaurants, full-service restaurants and other food service providers. In addition, other quick service restaurant chains with greater financial resources have similar or competing operating concepts. Major chains, which also have substantially greater financial resources and longer operating histories, dominate the quick service segment of the restaurant industry.

Certain aspects of any restaurant business are regulated by federal, state and local laws, rules and ordinances in addition to the laws, regulations and ordinances applicable to businesses generally, such as the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupational Safety and Health Act. The U.S. Food and Drug Administration ("FDA"), the U.S. Department of Agriculture, as well as state and local departments of health and other agencies have laws and regulations concerning the preparation of food and sanitary conditions of restaurant facilities. State and local agencies routinely conduct inspections for compliance with these requirements. The FDA and some states and municipalities regulate food labeling, nutrition, and health claims relating to food products. Under the Clean Air Act

and state implementing laws, certain state and local areas are required to attain, by the applicable statutory guidelines, the national quality standards for ozone, carbon monoxide and particulate matters. Certain provisions of such laws impose limits on emissions resulting from commercial food preparation.

The Franchise Offered

We may offer to qualified persons the right to own and operate a Charleys Restaurant at an agreed upon location pursuant to our standard form franchise agreement (the "Franchise Agreement"). A copy of the Franchise Agreement is attached as Exhibit A. Charleys Restaurants and the products and services they offer, are identified by the "Charleys", "Charleys Philly Steaks", "Charley's Grilled Subs", "Charleys Philly Steaks Wings•Philly Steaks," and "Charleys Cheesesteaks•Wings" trademarks and by other current and future trademarks, service marks, trade dress, and distinctive interior designs and color schemes (the "Marks").

We may offer franchises for Charleys Restaurants that will be located at non-traditional locations, such as college campuses, hospitals, public transportation facilities (e.g., airport facilities or highway rest stops), government (e.g., military bases) or institutional locations, supermarkets or grocery stores, home improvement stores, and department stores, as well as any gas/convenience store co-branding location in which the Charleys Restaurant is contained within the same building as the gas/convenience store or another restaurant concept. The terms and conditions of a franchise for a non-traditional location may vary considerably from the standard terms of our Franchise Agreement.

We also may offer franchises for CPSW Restaurants that will operate from Walmart Locations pursuant to a Walmart Addendum to our Franchise Agreement. A copy of the Walmart Addendum is attached as Exhibit L. Our affiliate, CPS Sites, has entered into a Master Sublease Agreement ("Master Sublease") with Concept Development Solutions LLC ("Sublandlord"), a Florida limited liability company, for the operation of Charleys Restaurants in Walmart Locations. Concept Development Solutions LLC is a party to a Master Lease Agreement ("Master Lease") with Wal-Mart Stores East, LP, Wal-Mart Stores, Inc., Wal-Mart Louisiana LLC, Wal-Mart Stores Texas, LLC and Wal-Mart Stores Arkansas, LLC ("Master Landlord"). CPS Sites will sub-sublease the premises at the Walmart Locations to our franchisees pursuant to the Sub-Sublease attached as Exhibit M.

We offer franchises for Charleys Restaurants in foreign countries. In most instances, we anticipate that master franchise relationships would be established and that the financial terms and the nature and scope of the master franchise relationship would be negotiated. This franchise disclosure document does not describe the terms of any international master franchise relationship or any other international relationship, but we may deliver this franchise disclosure document in connection with such transactions for general informational purposes.

ITEM 2
BUSINESS EXPERIENCE

Charley M. Shin – Founder, Chief Executive Officer, and Chairman

Charley M. Shin has served as our Chief Executive Officer and Chairman since our founding in May 1990. He has held this same position with LHL since September 2019 and LSL since October 2019. Mr. Shin has served as President and Chief Executive Officer of CPS Sites since January 2021 and as President of Charley's Steakery, Inc. since March 1986.

Howard Fickel – Chief Financial Officer

Mr. Fickel has served as our Chief Financial Officer since April 2025. He served as Chief Financial Officer of Surge Staffing LLC in Columbus, Ohio from January 2022 to January 2025. From January 2015 to November 2021, he served as Chief Financial Officer at Equity LLC in Hilliard, Ohio.

Candra Alisiswanto – Executive Vice President

Mr. Alisiswanto has served as our Executive Vice President since February of 2023. He has also served as Chief Financial Officer of CPS Sites since January 2021. He served as our President from January 2020 to February 2023. He was our Chief Development Officer from September 2019 to January 2020. He was our Chief Financial Officer from April 2013 to September 2019. From July 2010 to April 2013, Mr. Alisiswanto served as our Vice President of Development and Real Estate. Mr. Alisiswanto also served as our Senior Director of Development and Real Estate from July 2009 to July 2010 and as our Controller from January 2000 to July 2009.

John Woo – Vice President of Development

Mr. Woo has served as our Vice President of Development since April 2013. From April 2010 to April 2013, Mr. Woo served as our Director of Real Estate. From April 2008 to April 2010, he served as our Real Estate Manager.

Bruce Kim – Vice President of Franchise Development

Mr. Kim has served as our Vice President of Franchise Development since February 2020.

Gregory Wold – Vice President of Marketing

Mr. Wold has served as our Vice President of Marketing since July 2025. From October 2020 to January 2025, he serve as Vice President of Marketing for Toppers Pizza Inc. in Whitewater, Wisconsin.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee in the amount of $24,500 for your first Restaurant ($15,000 for your second and any subsequent Restaurant) when you sign the Franchise Agreement. The initial franchise fee is deemed fully earned upon payment and is non-refundable.

Generally, the initial franchise fee is uniformly imposed on our franchisees; however, in certain unique circumstances we may reduce or waive this fee for a particular franchisee. In 2025, franchisees paid reduced initial franchise fees for five new Restaurants ranging from $0 to $12,250.

VetFran Program

We are a member of the International Franchise Association's VetFran Program. Under our VetFran Program, if you (or a holder of at least a 51% ownership interest in your franchisee entity) provide us with a DD Form 214 or other adequate documentation, as determined by us, demonstrating honorable discharge from the United States military and you sign a Franchise Agreement to develop and operate a new Restaurant, then we will reduce your Franchise Fee by $12,250. You will sign a VetFran Addendum to the Franchise Agreement, a copy of which is attached as Exhibit J. If, prior to the first anniversary of the opening date of the Restaurant: (1) you wish to transfer the Restaurant or (2) we terminate the Franchise Agreement, you must pay us the $12,250 that we waived under the VetFran Program.

Site Selection Extension

If you and we are unable to mutually agree on an acceptable site for your Restaurant within 180 days after signing the Franchise Agreement (the "Site Selection Period"), you can request an extension. We, in our sole discretion, will determine whether to grant one or more extensions to the Site Selection Period and you would have to pay a $2,500 fee for each extension we approve. The site selection extension fee is deemed fully earned upon payment and is non-refundable.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS (SEE NOTE 1)
Royalty	The greater of (a) $300 or (b) 6% of your Gross Sales	Royalty fees are payable on or before Thursday of each week based on the Gross Sales incurred during the immediately preceding week.	Gross Sales is defined in Note 2 below.
Advertising and Promotion Obligation ("APO")	CPSW Walmart Locations and CPS Restaurants APO: currently 3% of Gross Sales (1% to the Marketing Fund and 2% for Local Store Marketing ("LSM")) CPSW Restaurants that are not operated in Walmart Locations APO: currently 4% of Gross Sales (1% to the Marketing Fund and 3% for LSM)	Marketing Fund and advertising cooperative contributions are payable with the royalty fees; LSM expenditures are not paid to us but must be reported quarterly.	The APO will not exceed 5% of Gross Sales. We reserve the right to increase your APO and we may reallocate the APO among the Marketing Fund, LSM and an advertising cooperative. We do not currently require you to contribute to an advertising cooperative. The advertising fees and advertising funds are further described in Item 11 and Notes 3 and 4 below.
Marketing, Advertising and Promotional Materials	$1,000 - $4,000	Payment due upon order	You may purchase marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges.
Rent for Walmart Locations	10% of weekly Gross Sales with a minimum of $750 / week; $3,000 / month	On or before Wednesday of each week based on the Gross Sales incurred during the immediately preceding week	Payable to CPS Sites. See Item 10.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS (SEE NOTE 1)
Technology Fee for Walmart Locations.	$6.50/month	On or before Wednesday of each week	Payable to CPS Sites. See Item 10.
Internet Service Access Charge for Walmart Locations.	$150/month; if applicable.	As incurred	Payable to CPS Sites only if Franchisee selects an internet service provider (ISP) other than preferred ISP identified by Walmart. See Item 10.
Digital Menu Board Support Fee for Walmart Locations	$27.50 / week	On or before Wednesday of each week	Payable to CPS Sites. See Item 10.
Price Change Fees	$200 per occurrence	Upon demand	Payable if you request that we update your menu prices in your point of sale system on more than two occasions per year. We will make two updates per year at your request at no charge, once in the fall and once in the spring.
Transfer Fee	The greater of $10,000 or our costs incurred in connection with the transfer	Upon transferring the franchise	Transfers are subject to our approval.
Renewal Fee	$10,000	Upon signing the new franchise agreement	You must pay our then-current standard renewal fee. We may grant a renewal franchise agreement with a term shorter than ten (10) years, in our sole discretion, at a rate of $1,000 per additional year.
Failed Inspection or Non-Compliance Fees	$500 - $1,500	Upon demand	If you fail an operations inspection, you must pay our then-current quality assurance program fees and reimbursement of our expenses
Ongoing Training	$1,500 - $3,500 per program	As incurred	We have the right to charge you a fee to attend ongoing training programs that we offer.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS (SEE NOTE 1)
Late Charge and Interest on Late Payments	The late charge is currently $50; the interest charge is the lesser of 12% per annum, or the maximum rate permitted by law.	Immediately	You must pay our then-current late fee and interest on money you owe us or any of our affiliates after the due date.
Service Payments	$50	Immediately	You must pay us a reasonable service fee if you fail to maintain sufficient funds in your designated bank account.
Special Assistance	Our out-of-pocket expenses	Upon receipt of our bill	We may impose per diem fees and charges for any special assistance you request.
Fees to Evaluate and Approve Alternative Suppliers	Our out-of-pocket expenses (estimated at $1,500 to $2,000)	Upon receipt of our bill	We may impose reasonable inspections and supervision fees to cover our costs in evaluating alternative approved brands or suppliers you suggest.
Audit	Cost of audit	Upon receipt of our bill	Payable only if you fail to furnish required information or if we find an understatement of Gross Sales greater than 1%.
Insurance	Will vary under circumstances	As incurred	If you fail to obtain the required insurance coverage for the restaurant, we may obtain such coverage at your expense.
Maintenance Costs	Will vary under circumstances	As incurred	If you fail or refuse to maintain your Restaurant as required, we have the right to do so on your behalf and at your expense.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS (SEE NOTE 1)
Attorneys' Fees and other costs; collection costs and expenses	Will vary under circumstances	As incurred	Payable if you fail to comply with the Franchise Agreement (including collecting any monies owed by you to us) or if we are joined in a lawsuit that is based on your operation of a Restaurant.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us for our losses and expenses as a result of third party claims arising from your failures or breaches under the Franchise Agreement, your operation of the Restaurant, your failure to comply with applicable laws, and any unauthorized acts.
Liquidated Damages	Three times the amount of royalties owed for the one year period prior to termination	Within 30 days of our termination based upon your default	Payable if you default on your obligations and we terminate the Franchise Agreement prior to the expiration of the term of the Franchise Agreement.

NOTE 1: Except for your LSM expenditures and fees payable to the regional or local advertising cooperatives, all fees are payable to us. All fees are nonrefundable. Generally, all fees are uniformly imposed on our franchisees, however, in certain unique circumstances, we may reduce or waive a fee for a particular franchisee. Franchisees that operate CPS Restaurants may pay different fees than franchisees that operate CPSW Restaurants.

NOTE 2: The term "Gross Sales" means the aggregate amount of all sales of food, beverages and other products sold and services rendered in connection with your Restaurant, including monies derived from sales at or away from the Restaurant, whether for cash or credit, but excluding: (1) all federal, state or municipal sales or service taxes collected from customers and paid to the appropriate taxing authorities; and (2) all customer refunds and adjustments and promotional discounts made by the Restaurant.

NOTE 3: Although we may not increase the APO above 5% of Gross Sales, the Restaurant's local or regional advertising cooperative may require a contribution that, when added to your required Marketing Fund contributions and LSM expenditures, results in a total APO in excess of 5% of Gross Sales. We may temporarily or permanently adjust the APO for certain Restaurants or markets due to unique or unusual circumstances. If we provide you and any advertising cooperative with 90 days' notice of a special regional promotion, you must participate in the

promotion and pay us any regional advertising fees beginning on the effective date of the notice and continuing until the regional promotion ends.

NOTE 4: Rate contributions of advertising cooperatives will be established by a majority vote of the members. As of the date of this franchise disclosure document, we have no advertising cooperatives. However, it is anticipated that decisions of advertising cooperatives generally will be made by majority vote based on one vote per Restaurant. Accordingly, we may control a cooperative in an area where company-owned Restaurants constitute the majority.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT CPS RESTAURANT*					
TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise Fee (1)	$24,500	$24,500	Lump sum	Upon execution of Franchise Agreement	Us
Leasehold Improvements (2)	$50,000	$329,000	As Arranged	As Arranged	Contractors
Equipment/Furniture/ Fixtures(3)	$50,931	$145,000	As Arranged	As Arranged	Vendors
POS and Kiosk System(4)	$12,711	$15,766	As Arranged	As Arranged	Suppliers
Signage (5)	$5,000	$20,000	As Arranged	As Arranged	Suppliers
Architect & Engineer (6)	$8,000	$16,000	As Arranged	As Arranged	Architect
Travel and Living Expenses Associated With Initial Training (7)	$4,000	$8,000	As Arranged	As Arranged	Suppliers of Food, Lodging, and Transportation
Insurance (8)	$3,850	$11,000	As Arranged	As Needed	Suppliers

YOUR ESTIMATED INITIAL INVESTMENT CPS RESTAURANT*					
TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Deposits and Professional Fees (9)	$1,000	$7,000	As Arranged	As Arranged	Suppliers
Real Estate Lease (10)	$12,500	$80,000	As Arranged	As Arranged	Landlord
Grand Opening Marketing Kit (11)	$7,000	$10,000	As Arranged	As Arranged	Us/Vendors
Additional Funds (3 month period) (12)	$24,000	$30,000	As Arranged	As Arranged	Suppliers
Total (13)	$203,492	$696,266			

* The above chart provides an estimate of your initial investment to develop a CPS Restaurant on a leased strip center, mall food court, airport or military base.

YOUR ESTIMATED INITIAL INVESTMENT CPSW RESTAURANT*					
TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Initial Franchise Fee (1)	$24,500	$24,500	Lump sum	Upon execution of Franchise Agreement	Us
Leasehold Improvements (2)	$50,000	$485,000	As Arranged	As Arranged	Contractors
Equipment/Furniture/ Fixtures(3)	$42,270	$215,000	As Arranged	As Arranged	Vendors
In-Restaurant Music/Media System	$350	$1,800	As Arranged	As Arranged	Vendors

YOUR ESTIMATED INITIAL INVESTMENT CPSW RESTAURANT*					
TYPE OF EXPENDITURE	**AMOUNT**		**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
	LOW	**HIGH**			
POS and Kiosk System(4)	$16,220	$26,147	As Arranged	As Arranged	Suppliers
Signage (5)	$9,500	$65,000	As Arranged	As Arranged	Suppliers
Architect & Engineer (6)	$10,000	$30,000	As Arranged	As Arranged	Architect
Travel and Living Expenses Associated With Initial Training (7)	$4,000	$8,000	As Arranged	As Arranged	Suppliers of Food, Lodging, and Transportation
Insurance (8)	$3,850	$11,000	As Arranged	As Needed	Suppliers
Deposits and Professional Fees (9)	$1,000	$8,000	As Arranged	As Arranged	Suppliers
Real Estate Lease (10)	$10,000	$80,000	As Arranged	As Arranged	Landlord
Grand Opening Marketing Kit (11)	$7,000	$10,000	As Arranged	As Arranged	Us/Vendors
Additional Funds (3 month period) (12)	$24,000	$40,000	As Arranged	As Arranged	Suppliers
Total (13)	$202,690	$1,004,447			

* The above chart provides an estimate of your initial investment to develop a CPSW Restaurant on a leased inline strip center or free-standing site.

YOUR ESTIMATED INITIAL INVESTMENT CPSW RESTAURANT IN A WALMART LOCATION					
TYPE OF EXPENDITURE	**AMOUNT**		**METHOD OF PAYMENT**	**WHEN DUE**	**TO WHOM PAYMENT IS TO BE MADE**
	LOW	**HIGH**			
Initial Franchise Fee (1)	$24,500	$24,500	Lump sum	Upon execution of Franchise Agreement	Us
Leasehold Improvements (2)	$75,000	$246,000	As Arranged	As Arranged	Contractors; CPS Sites
Equipment/Furniture/ Fixtures(3)	$58,341	$196,000	As Arranged	As Arranged	Vendors
In-Restaurant Music/Media System	$350	$1,800	As Arranged	As Arranged	Vendors
POS and Kiosk System(4)	$16,220	$18,799	As Arranged	As Arranged	Suppliers
Signage (5)	$8,500	$25,900	As Arranged	As Arranged	Suppliers
Architect & Engineer (6)	$14,900	$19,000	As Arranged	As Arranged	Architect, CPS Sites
Travel and Living Expenses Associated With Initial Training (7)	$4,000	$8,000	As Arranged	As Arranged	Suppliers of Food, Lodging, and Transportation
Insurance (8)	$3,850	$11,000	As Arranged	As Needed	Suppliers
Deposits and Professional Fees (9)	$1,000	$6,000	As Arranged	As Arranged	Suppliers
Real Estate Sub-Sublease (10)	$14,400	$39,225	As Arranged	As Arranged	CPS Sites
Grand Opening Marketing Kit (11)	$7,000	$10,000	As Arranged	As Arranged	Us/Vendors

YOUR ESTIMATED INITIAL INVESTMENT CPSW RESTAURANT IN A WALMART LOCATION					
TYPE OF EXPENDITURE	AMOUNT		METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
	LOW	HIGH			
Additional Funds (3 month period) (12)	$24,000	$40,000	As Arranged	As Arranged	Suppliers
Totals (13)	$252,061	$646,224			

NOTES:

1. **Initial Franchise Fee.** The initial franchise fee is described in Item 5. The initial franchise fee is reduced to $15,000 for your second and any subsequent Restaurant.

2. **Leasehold Improvements.** Your costs for leasehold improvements will depend on many varying factors such as the type of location (e.g. strip center, mall food court, airport, military base, free standing, Walmart Location), the size and condition of the premises of your Restaurant and other local factors, including labor and material costs. The low end of the estimate is for a mall food court location that does not need in-Restaurant dining while the high end of the estimate is for an in-line or standalone location that has in-Restaurant dining and higher labor costs of a unionized labor force. You must use a general contractor that has been reviewed and approved by us at our sole discretion.

   For new or relocated Walmart Locations, your costs for leasehold improvements may additionally include a leased premises improvement charge of $59,550 that is paid to CPS Sites and passed through to the Master Landlord under the Master Lease. This fee is subject to change and is not applicable to existing locations, which you will take over in "as is" condition.

3. **Equipment/Furniture/Fixtures.** You must purchase or lease certain items of equipment; including but not limited to signs, display cases, fryers, grills, air conditioning and exhaust units, sinks, coolers, freezers, office equipment shelving, counters, banners, awnings, product photos and pictures. You also will be responsible for shipping and handling costs, which are included in the estimate.

4. **POS and Kiosk Systems.** You must purchase a point of sale system ("POS System") and order kiosk system from one of our approved suppliers before you open your Restaurant. You must also use one of our approved vendors to install your POS System for the Restaurant. The estimate is dependent on how many terminals and kitchen displays your Restaurant may require. For the CPS Restaurants, the low estimate is based on the cost of two POS systems, one kiosk, and two kitchen displays and the high estimate is based on the cost of two POS systems, one kiosk, and three kitchen displays. For the CPSW Restaurants, the low estimate is based on the cost of two POS systems, one kiosk, and four kitchen displays and the high estimate is based

on the cost of four POS systems, two kiosks, and six kitchen displays. Currently, most of our CPS Restaurants use two POS systems, one kiosk, and two kitchen displays. Currently, most of our CPSW Restaurants without a drive thru use two POS systems, one kiosk, and five kitchen displays and CPSW Restaurants with a drive thru use four POS systems and six kitchen displays. For CPSW Restaurants operating in Walmart Locations, the low estimate is based on the cost of two POS systems, one kiosk, and four kitchen displays and the high estimate is based on the cost of two POS systems, two kiosks, and five kitchen displays.

5. **Signage.** You must purchase approved signage for the Restaurant from one of our approved suppliers. The estimates include higher costs for Restaurants with a drive-thru.

6. **Architect & Engineer.** You must use one of our approved architects for the planning and design of your Restaurant. Frequently, you will also need to use an engineer for mechanical, electrical, plumbing and occasionally structural engineering services. The cost of both the engineer and architect are included in the provided estimates. For a new, relocated, or expanded location, your costs for Walmart Locations shall additionally include an architectural fee of $11,900 that is paid to CPS Sites and passed through to the Master Landlord under the Master Lease. An additional $1,500 is due for Walmart Locations in California for work related to Title 24 regulations. This fee is subject to change.

7. **Training Expenses.** We provide instructors and instructional materials for the initial training in Columbus, Ohio, but you will need to arrange for transportation, lodging, and any wages for the attendees. At least two persons must attend the training program and the cost will depend on the distance the attendees must travel and the type of accommodations chosen. (See Item 11)

8. **Insurance.** You must obtain commercial general liability insurance, property casualty insurance, workers compensation, and employer's liability insurance as outlined in Item 8 and any other coverage that your landlord requires. The estimate covers annual insurance premiums for the Restaurant for the pre-opening and post-opening period.

9. **Deposits and Professional Fees.** We estimate that you will have to pay deposits on such items as utilities, phones, legal, accounting, and other professional fees that you may incur before the Restaurant opens for business.

10. **Real Estate.** The premises for a Charleys Restaurant typically are leased. Therefore, the estimated initial investment does not include the cost of purchasing real estate for a Restaurant. The estimates in the table are typical for pre-opening rent and for the first three months of operations. For Restaurants operating in Walmart Locations, this estimate also includes the Advance Payment, Plan Review Fee, and Placement Fees that are paid to CPS Sites and passed through to the Sublandlord under the Master Sublease. . In 2025, the square footage for company-owned mall food court CPS Restaurant locations ranged from 472 to 1,643 square feet. We estimate that franchisees will need approximately 400 to 900 square feet for a mall food court location and 1,200 to 2,500 square feet for a strip center or in-line Restaurant with

seating. In 2025, rents for company-owned CPS Restaurants in mall food court locations ranged from $81.91 to $649.46 per square foot. CPSW Restaurants will occupy between 1,200 to 2,000 square feet (900 to 2,500 square feet for a Walmart Location). All or a portion of the rental rate for some of our company-owned Restaurants is based on a percentage of sales, so the cost per square foot for these particular Restaurants varies from time to time. These rental rates are based on commercial leasing that we have experienced and may vary substantially from the rental rates that franchisees will have to pay.

11. **Grand Opening Marketing Kit.** Prior to the opening of your Restaurant, you must purchase a grand opening marketing kit from our approved vendors with an estimated cost ranging from $7,000 to $10,000. Our Marketing Department will present a range of grand opening marketing kits available to you for the opening of your Restaurant. Grand opening marketing kits may include grand opening/starter signage kits, digital advertising, decorations, printed materials, and give away items.

12. **Additional Funds.** These figures are estimates and include initial supplies of products for initial start-up, utilities, working capital, payroll costs and other additional funds for the first 3 months of operation. You will need to have on-hand sufficient capital to cover salaries for 12 to 25 employees for CPS Restaurants or 20 to 30 employees for CPSW Restaurants. We cannot guarantee that you will not have additional expenses. We relied on our experience in operating our company-owned Restaurants and information provided to us by our franchisees to compile this estimate.

13. **General.** Except as otherwise noted, none of these payments are refundable. We do not offer any financing for your initial investment. These figures reflect fluctuations and rising costs associated with supply chain shortages, fuel surcharges and other pandemic-related factors that affect both labor and product costs.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

To ensure that high and uniform standards of quality and service are maintained, you are required to operate your Restaurant in strict conformity with our methods, standards and specifications and you are required to purchase goods, services, supplies, fixtures, equipment and inventory only from suppliers (specifically including, but not limited to, beverage suppliers) that we have approved. Neither we nor any of our affiliates are currently designated or approved suppliers of any products. We did not earn any revenue in our last fiscal year from required purchases or leases of products or services by us to our franchisees. We may formulate and modify, at our sole discretion, specifications and standards we impose on franchisees and suppliers. We issue specifications and standards to franchisees through the Operations Manual and to suppliers by written agreement.

We attempt to negotiate purchasing arrangements with suppliers (including price terms) for the benefit of all Charleys Restaurants, including those owned by franchisees. We do not provide material benefits (e.g., renewal or additional franchises) to a franchisee based on the franchisee's use of designated or approved suppliers. If you want to use an alternate

supplier, you must make a written request to us for approval. You must obtain our approval in writing.

There are no franchisee purchasing or distribution cooperatives.

None of our officers own an interest in any privately held suppliers, or a material interest in any publicly held suppliers, of the Charleys franchise system. From time to time, our officers may own non-material interests in publicly held companies that may be suppliers (or have subsidiaries that may be suppliers) to our franchise system.

Items We Supply or Derive Revenue From

Several suppliers pay rebates or marketing allowances based on purchases by our franchised and company-owned Charleys Restaurants. The payments vary from supplier to supplier, and in some cases, the basis for the payment varies over time with respect to the same supplier. In addition, suppliers who exhibit at our conventions contribute to the cost of the conventions.

Under certain food and beverage supply arrangements, suppliers provide allowances to us based in large part on the amount of product ordered by all Charleys Restaurants. In 2025: a beverage supplier paid us a rebate of $7.77 per gallon of beverage syrup and a beverage supplier paid us a rebate of $6.79 per gallon of beverage syrup. Such amounts are set aside in a fund to be used by us to benefit the brand, as we determine in our sole discretion. We have a price protection plan in place with a beverage supplier that has agreed to refund to us the amount paid for beverage syrup in excess of an annual price increase threshold of 3.5%.

In 2025, we received a one-time signing bonus of $260,000 from a food distributor. The funds were used to cover costs associated with transitioning away from our former food distributor.

Purchase or Lease of Equipment, Furniture, Fixtures and Signs

You may purchase or lease only those types, brands and models of fixtures, furniture, equipment, signs and supplies that we approve for Charleys Restaurants as meeting our specifications and standards. You may purchase or lease approved types, brands, or models of fixtures, furniture, equipment, signs, supplies and installation services only from suppliers approved by us. We will provide a list of approved suppliers to you. If you want to use an alternate supplier, you must make a written request to us for approval. You must obtain our approval in writing.

Food Products, Beverages, Supplies and Materials

Your Restaurant may use and/or offer for sale only food products, beverages, ingredients, uniforms, packaging materials, menus, forms, labels, equipment and other supplies and other products and services that conform to our specifications and quality standards and/or are purchased from suppliers we approve (which may include us and/or any of our affiliates). We may modify the list of approved brands and/or suppliers. After notice

of such modification, you may not reorder any brand or from any supplier that is no longer approved.

If you propose to use any food items, dry goods, fixtures, furniture, equipment, signs or supplies of a type, brand or model, or from a supplier that we have not approved, you must first notify us and submit sufficient information, specifications and samples concerning such item, brand and/or supplier so that we can decide whether such item and/or brand complies with our specifications and standards and/or such supplier meets our approved supplier criteria. For any food items or dry goods, you must complete our Supplier Information form for us to confirm the capability of the proposed supplier before purchasing any product for use in the restaurant. We have the right to charge reasonable fees to cover our costs, which we estimate will be between $1,500 and $2,000. We will notify you of our decision within a reasonable period of time, which will not exceed 90 days. We may prescribe procedures for the submission of requests for approval and impose obligations on suppliers, which we may require to be incorporated in a written agreement. We may impose limits on the number of suppliers and/or brands for any of the foregoing items. To the extent that we establish specifications, require approval of suppliers, or designate specific suppliers for particular items, we will publish our requirements in the Operations Manual.

We estimate that your purchases from approved suppliers or from suppliers that we designate, and otherwise under our standards, will be approximately 90% of the total purchases and leases of products and services needed to establish the Restaurant, and approximately 95% of the total purchases and leases of products and services needed to operate the Restaurant.

Specifications, Standards and Procedures

Each aspect of the interior and exterior appearance, layout, decor, services, equipment and operation of your Restaurant is subject to our specifications and standards. You are required to comply with all mandatory specifications, standards and operating procedures (whether contained in the Operations Manual or any other written communication) relating to the appearance, function, cleanliness and operation of a Charleys Restaurant. For example, we currently require you to use one of our approved architects for the planning and design of your Restaurant.

Sub-Sublease of Walmart Locations

If you operate your Restaurant at a Walmart Location, you must sign the Sub-Sublease with CPS Sites. The terms of the Sub-Sublease are disclosed in Item 10. Our affiliate CPS Sites earned net revenue from Walmart Location Sub-Subleases in 2025 which represents the difference between rent and other fees (10% of weekly Gross Sales) paid by you to CPS Sites and those paid by CPS Sites to Sublandlord (8% of weekly Gross Sales) as CPS Sites' management and guarantor fees as your Sub-Sublandlord and is used to cover our costs associated with maintaining our contractual relationship with Walmart and Concept Development Solutions, LLC. In 2025 CPS Sites earned $9,145,238 in revenue. Of that amount, $7,728,395 was paid to the Sublandlord.

Insurance

You are responsible for all loss or damage arising from or related to your development and operation of your Restaurant and all demands or claims with respect to any loss, liability, personal injury, death, property damage or expense occurring upon the premises of, or arising from the development and/or operation of, your Restaurant. You must maintain in full force and effect throughout the term of your Franchise Agreement that insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of your Restaurant, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, as set forth in the Operations Manual and as specified by your lease or sublease. We, and any entity with an insurable interest that we designate, shall be an additional insured in such policies to the extent each has an insurable interest. Currently, we require you to purchase the following insurance policies:

Commercial General Liability Insurance: Combined single limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for bodily injury, death and property damage; $2,000,000 for Products & Completed Operations Aggregate; $1,000,000 for Personal Injury; $300,000 for Fire Damage Legal Liability; and $5,000 for Medical Expenses.

Automobile Liability Insurance (where appropriate): Combined single limit of not less than $1,000,000; $1,000,000 Uninsured/Underinsured Motorist; and $5,000 Medical Payments.

Property Insurance: Casualty insurance, including fire and extended coverage, vandalism and malicious mischief, for the replacement value of your Restaurant and its contents.

Worker's Compensation and Employer's Liability Insurance: Worker's Compensation as required by the law of the state where your Restaurant is located and Employer's Liability Insurance in an amount not less than $1,000,000 for each accident; $1,000,000 for each employee (disease) and $1,000,000 for policy limit (disease).

You must provide evidence of satisfactory insurance and proof of payment to us or our designee no later than 10 days before you begin construction of the Restaurant and on each policy renewal date thereafter. If your Restaurant is leased or subleased, the lease or sublease may require additional types of coverage, higher limits and other requirements. We may reasonably increase the minimum coverage required and/or require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. We will provide to you written notice of such modifications, and upon receipt, you must take prompt action to secure the additional coverage or higher policy limits.

POS System

You must record all sales on a POS System designated or approved by us. You must purchase your POS System from one of our approved suppliers before you open your Restaurant. You must use one of our designated vendors to install your POS System at the Restaurant.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	3.01 - 3.03 and Exhibit B	7, 8 and 11
b. Pre-opening purchases/leases	3.01 - 3.05, 3.07	6, 7, 8 and 11
c. Site development and other pre-opening requirements	3.04 - 3.05, 3.07	6, 7, 8 and 11
d. Initial and ongoing training	4	11
e. Opening	3.04 - 3.06	11
f. Fees	6	5, 6 and 7
g. Compliance with Standards and Policies/Operations manuals	4.03 and 9	8 and 11
h. Trademarks and proprietary information	5, 7.01 and 7.05	13 and 14
i. Restrictions on products/services offered	9.01 - 9.05	16
j. Warranty and customer service requirements	Not applicable	Not applicable
k. Territorial Development and Sales Quotas	Not applicable	Not applicable
l. Ongoing product/service purchases	9.03 - 9.04	8
m. Maintenance, appearance and remodeling requirements	3.03, 3.04, 9.01 and 9.04	Not applicable
n. Insurance	9.07	8
o. Advertising	10	6, 7, 8 and 11
p. Indemnification	17.02	6
q. Owners' participation/ management/staffing	8.03 and 9.06	15

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
r. Records/reports	11	8
s. Inspections/audits	12	6
t. Transfer	13	6 and 17
u. Renewal	15	6 and 17
v. Post-termination obligations	7.03 and 16	17
w. Non-competition covenants	7 and 13.02	17
x. Dispute resolution	18	17
y. Personal Guaranty	Exhibit C	16

ITEM 10
FINANCING

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

CPS Sites entered into a Master Sublease Agreement dated February 25, 2021 ("Master Sublease") with Concept Development Solutions, LLC ("Sublandlord") for the operation of Charleys Restaurants in Walmart Locations. Sublandlord is a party to a Master Lease Agreement dated May 10, 2012 ("Master Lease") with Wal-Mart Stores East, LP, Wal-Mart Stores, Inc., Wal-Mart Louisiana LLC, Wal-Mart Stores Texas, LLC and Wal-Mart Stores Arkansas, LLC ("Master Landlord").

If you are approved to operate your Restaurant in a Walmart Location and execute a Letter of Acceptance, Master Landlord and Sublandlord will execute an "Attachment A" for the premises that will be incorporated into the Master Lease. Sublandlord and CPS Sites will then execute and issue a sublease for the premises ("Sublease") to which the Attachment A attaches and incorporates into. In some cases, an Attachment A, Letter of Acceptance, and Sublease have already been executed between Sublandlord and CPS Sites. These documents are referred to as "Omnibus Attachment A," "Omnibus Letter of Acceptance," and "Omnibus Sublease" You will then sign a Sub-Sublease with CPS Sites for the premises. You should read the Master Lease, Master Sublease, Sublease and Sub-Sublease carefully. The precise terms of your Sub-Sublease will vary depending on the specific terms of the underlying Master Lease, Master Sublease and Sublease; however, the general terms of the Sub-Sublease are set forth below.

SUMMARY OF SUB-SUBLEASE TERMS FOR WALMART LOCATIONS

Item	Requirement	Summary of Obligations
Term	10 years as modified by the Master Lease	This is an option to extend the Sub-Sublease for 5 years upon mutual consent. (Section 2). If the Master Sublease is terminated, the Sub-Sublease will automatically terminate.

Item	Requirement	Summary of Obligations
Advance Payment	$1,000	Payable when you sign the Sub-Sublease. The Advance Payment is applied against subsequent amounts due under the Sub-Sublease. (Section 4) This fee is passed through to the Sublandlord under the Master Sublease.
Plan Review Fee	$1,400	Payable when you sign the Sub-sublease. (Section 4) This fee is passed through to the Sublandlord under the Master Sublease.
Placement Fee	$750	Payable when you sign the Sub-Sublease. (Section 4) This fee is passed through to the Sublandlord under the Master Sublease.
Rent/CAM/Utility Fee	10% of weekly Gross Sales with a minimum of $250/week	Payable by electronic funds transfer on or before Wednesday of each week. You may not pre-pay rent under the Sub-Sublease. (Section 4) Any late payment of Rent shall be subject to late charges and interest in the Master Sublease as applicable to the Sub-Subleased premises.
Digital Menu Board Support Fee	$27.50/week	Payable by electronic funds transfer on or before Wednesday of each week. (Section 4) This fee is mostly passed through to the Sublandlord under the Master Sublease.
Technology Fee for Walmart Locations.	$6.50/month	Payable to CPS Sites. This fee is passed through to the Master Landlord under the Master Lease.
Internet Service Access Charge for Walmart locations.	$150/month; if applicable.	Payable to CPS Sites only if Franchisee selects internet service provider other than preferred ISP identified by Walmart. This fee is passed through to the Master Landlord.
Leased Premises Improvement Charge (for new or relocated restaurants only)	$59,500; If applicable, this amount will be designated in the underlying Sublease. (Section 4)	Due 10 days prior to the delivery date. This fee is passed through to the Master Landlord under the Master Lease.
Architectural Fee (for new, relocated or expanded restaurants only)	$11,900 ($13,400 for Walmart Locations in California); If applicable, this amount will be designated in the underlying Sublease. (Section 4)	Due 10 days prior to the delivery date. This fee is passed through to the Master Landlord under the Master Lease.
Security Required	Guaranty (Section 13); Security interest in all furniture, fixtures and equipment (Section 9.(b))	Your owners or affiliate must sign the Guaranty, a copy of which is included with the Sub-Sublease.

Item	Requirement	Summary of Obligations
Default	Default of obligations under Sub-Sublease; default beyond the applicable cure period under the Franchise Agreement or any agreement with CPS Sites, Gosh Enterprises, and their affiliates.	(Section 9)
Early Termination	Walmart and CPS Sites LLC have the option to terminate the Master Sublease/Sub-Sublease with 180 days written notice.	See Attachment A/Omnibus Attachment A.
Liability Upon Default	Loss of franchise and termination of Franchise Agreement	If suit is brought on account of a default and the default is established, you must pay all expenses of the suit including reasonable attorney's fees. (Section 11)
Additional Fees	As incurred.	Walmart retains the right to implement additional fees under the Master Lease Agreement. (Section 10).

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

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

Our Obligations Before Opening

Before you open your Restaurant, we will:

1. If a location for your Restaurant has not been identified in Exhibit B to the Franchise Agreement by the time the Franchise Agreement is signed, we will provide you with our standard site selection criteria and on-site evaluations as we deem appropriate. (Franchise Agreement, Section 3.01)

2. Provide you guidance with respect to leasing or subleasing the Restaurant premises as we deem appropriate. We have the right to approve the terms of any lease, sublease, or purchase contract for the premises. (Franchise Agreement, Section 3.03)

3. Furnish you with prototype plans for the development of a Charleys Restaurant. The prototype plans are to be used as a guideline for your use in developing a final set of plans for construction of the Restaurant. We will provide additional guidance to you in developing the Restaurant and on-site inspections of sites as we deem appropriate. (Franchise Agreement, Section 3.04)

4. We will provide a list of approved types, brands, models and suppliers for all required equipment, furnishings, fixtures and signs for your Restaurant.

(Franchise Agreement, Section 3.05). We do not currently supply any of these items to you.

5. If you have not previously owned or managed a Charleys Restaurant, we will provide you with opening assistance in beginning operations (Franchise Agreement, Section 3.06).

6. Provide initial training to you (or your Operating Partner, as defined in Item 15) and your manager. This training is described in detail later in this Item. (Franchise Agreement, Section 4.01); and

7. Provide you with access to our Operations Manual containing our mandatory and suggested standards, specifications and operating procedures relating to the development and operation of Charleys Restaurants, specifications and suggested pricing for authorized food products, materials, supplies and equipment, and methods of inventory control, storage, product handling, training and management, and bookkeeping, accounting and record keeping systems and forms. (Franchise Agreement, Sections 4.03, 7.01 and 9.04). The table of contents of the Operations Manual as of the date of this disclosure document is attached as Exhibit B. As of the date of this disclosure document, the Operations Manual contains approximately 118 pages.

Our Obligations After Opening

During the operation of your Restaurant, we will:

1. Provide periodic and additional training courses, quality assurance programs, conferences and seminars to you and your employees (Franchise Agreement, Section 4.01);

2. Provide periodic guidance to you with regard to the System, including improvements and changes, and your Restaurant. Such guidance will be furnished in the form of the Operations Manual, bulletins and other written materials, consultations by telephone or in person at our offices or at your Restaurant, or by any other means of communications. (Franchise Agreement, Section 4.02);

3. Periodically modify the Operations Manual to reflect changes in standards, specifications and operating procedures (Franchise Agreement, Section 4.03);

4. Periodically issue specifications, standards, methods and operating procedures for Charleys Restaurants (Franchise Agreement, Section 9); and

5. Administer the Marketing Fund for the development of advertising and related programs and materials (Franchise Agreement, Section 10).

6. Inspect the Restaurant; observe, photograph, record, audiotape and/or video tape the operations of the Restaurant; remove samples of any food and beverage products, materials or supplies for testing and analysis; and

interview personnel and customers of the Restaurant. (Franchise Agreement, Section 12.01)

Typical Length of Time before You Open Your Charleys Restaurant

We estimate the time from the date you sign the Franchise Agreement to the date you open your Restaurant to be between 180 to 360 days. However, this time estimate may vary depending on numerous factors including location, local ordinances and regulations, construction schedules and financing.

Site Selection

Before you acquire, by lease or purchase, any site for a Restaurant, you must submit to us for acceptance within 180 days after signing the Franchise Agreement (the "Site Selection Period") a complete site application form for the Charleys Restaurant that you propose to operate and that you in good faith believe to conform to our standard site selection criteria. We will review each site application form and determine whether to accept or reject the site after considering factors we deem appropriate, including the general location, neighborhood and distance to any other Charleys Restaurant, and whether the proposed premises meet our size and configuration standards and requirements. (Franchise Agreement, Section 3.01)

You must purchase or lease the premises for your Restaurant within 30 days after you sign the Franchise Agreement if you have previously had a site approved by us or within 30 days after we approve a site if we have not approved your site by the date that you sign the Franchise Agreement. You may not execute a lease, sublease or purchase contract or any modification of the lease, sublease or purchase contract without our approval. Any lease or sublease for the premises must contain certain provisions described in Section 3.03 of the Franchise Agreement. (Franchise Agreement, Section 3.03)

If you and we are unable to mutually agree on an acceptable site for your Restaurant during the Site Selection Period or if you fail to lease, sublease or purchase the site for your Restaurant within 30 days after we accept the site, you and we have the right to terminate the Franchise Agreement, effective upon notice. We may, in our sole discretion and at your request, grant one or more extensions to the Site Selection Period and you would have to pay a $2,500 fee for each extension. (Franchise Agreement, Section 3.01)

Development of the Premises

You are responsible for developing your Restaurant, for all expenses associated with it and for compliance with the requirements of any applicable federal, state or local law, code or regulation, including those concerning the Americans with Disabilities Act or similar rules governing public accommodations for persons with disabilities. We will furnish you with the "prototype" plans for a Charleys Restaurant. You must start construction or renovation of the Restaurant within 90 days after you have leased, subleased or acquired the premises for the Restaurant. You must complete construction or renovation of the Restaurant within 90 days after the start of construction. You must open the Restaurant within 30 days after the date of construction or renovation is completed. Any extensions of time are subject to our approval, which we may withhold at our discretion. (Franchise Agreement Section 3.04)

You must purchase or lease all required equipment, furnishings, fixtures and signs for your Restaurant, which must be only such types, brands and models of fixtures, furniture, equipment, signs and supplies which we approve for Charleys Restaurants. You may purchase or lease approved types, brands or models of fixtures, furniture, equipment, signs and supplies only from suppliers approved by us. From time to time, we may modify the list of approved types, brands, models and/or suppliers. If you propose to purchase any item from a supplier that we have not previously approved, you must notify us and submit to us such information as we may request. We may impose reasonable inspection and supervision fees on approved suppliers to cover our costs. (Franchise Agreement Section 3.05)

Advertising

We may allocate the Advertising and Promotion Obligation ("**APO**") at our discretion between the Marketing Fund, Local Store Marketing ("**LSM**"), or an advertising cooperative. We have the right, following written notice to you, to increase and reallocate the APO. We may not increase the APO above 5% of Gross Sales; however, this limitation on us does not prevent the Restaurant's advertising cooperative from requiring a special regional promotional expenditure, that when added to your Marketing Fund contribution, advertising cooperative contribution and LSM expenditures, results in a total APO in excess of 5% of Gross Sales.

Currently, the APO for CPSW Restaurants operated in Walmart Locations and for CPS Restaurants is 3% of Gross Sales, 1% of which you must contribute to the Marketing Fund and 2% of which you must spend on LSM.

Currently, the APO for CPSW Restaurants that are not operated in Walmart Locations is 4% of Gross Sales, 1% of which you must contribute to the Marketing Fund and 3% of which you must spend on LSM.

Marketing Fund

We have established and administer the Marketing Fund for the creation and production of marketing materials and preparation of advertising campaigns. We may designate a successor entity to administer the Marketing Fund. If you operate a Restaurant, you must contribute to us amounts that we establish from time to time, not to exceed 5% of Gross Sales, which are payable weekly together with the royalty fees due under the Franchise Agreement. Restaurants that we and our affiliates own will contribute to the Marketing Fund on the same basis. Currently, CPS Restaurants and CPSW Restaurants contribute 1% of Gross Sales the Marketing Fund. All domestic franchised and company-owned Restaurants contribute on the same basis to the Marketing Fund. based on type of restaurant. Some third party vendors also contribute to the Marketing Fund. We do not use funds from the Marketing Fund for advertising that is principally a solicitation for the sale of new franchises.

Although the Marketing Fund is intended to maximize general recognition and patronage of the Marks for the benefit of all Charleys Restaurants, we cannot assure you that any particular Charleys Restaurant will benefit directly or pro-rata from the placement of advertising. We are not required to place any advertising materials in the area where your Restaurant is located. Funds contributed to the Marketing Fund may be used to pay for the cost of preparing and producing materials and programs we select, including video, audio and

written advertising materials, and for the cost of employing advertising agencies and in-house staff and supporting market research activities. We may furnish you with marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges.

We will account for the funds in the Marketing Fund separately from our other funds and will not be used to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead we may incur in activities related to the administration of the Marketing Fund and its programs, including conducting market research, preparing advertising and marketing materials, travel costs and meeting expenses and collecting and accounting for contributions to the Marketing Fund. All disbursements from the Marketing Fund shall be made first from income and then from contributions. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all Charleys Restaurants to the Marketing Fund in that year, and we may borrow from affiliates or other lenders to cover deficits in funds or invest any surplus for future use.

We will prepare annually an unaudited statement of monies collected and costs incurred by the Marketing Fund and furnish you a copy upon your written request. We are not obligated to make Marketing Fund expenditures for you which are equivalent or proportional to your contributions, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Marketing Fund. Except as otherwise expressly provided in the Franchise Agreement, we do not assume any direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund. We do not act as trustee or in any other fiduciary capacity with respect to the Marketing Fund. We have the right to terminate and discontinue the Marketing Fund at any time, effective upon notice.

Through the Marketing Fund, we create and produce marketing materials, advertising campaigns and related programs and we make available these materials and campaigns to Charleys Restaurants and advertising cooperatives. We are not required to spend any amount on advertising in the area where your Restaurant is located. Charleys Restaurants and advertising cooperatives are responsible for placing and buying these materials and campaigns with various media, including television, radio, magazine, newspaper, billboards, transit and aerial advertising, which must be approved by us. Currently, the marketing program is predominately in-store printed POP, and digital marketing advertising and platforms. The advertising materials and campaigns are developed by independent advertising firms and our in-house advertising department. We do not have an advertising council composed of franchisees that advises us on our advertising policies.

We maintain the books and records for the Marketing Fund based on a calendar year end. For the calendar year ended December 31, 2025, the Marketing Fund had expenditures in the following categories: 13.89% for point of purchase items and merchandising; 49.58% for digital marketing; 6.91% for social media; 1.48% for public relations, 7.67% for guest feedback and research; and 20.47% for administrative costs and salaries.

Advertising Cooperatives

We have the right to establish local and/or regional advertising cooperatives for Charleys Restaurants in your local or regional area, covering such geographical areas as we may designate from time to time. As of the date of this disclosure document, we have not established any advertising cooperatives. However, we intend to establish them when appropriate and anticipate that, generally, we will designate advertising cooperative areas by determining Designated Market Areas as defined by Nielsen.

If and when established, you must participate in such advertising cooperative(s) and its programs (other than price advertising, as to which you may choose not to participate) and abide by its by-laws and other written agreements. We have not developed a form advertising cooperative agreement for use by the cooperatives as of the date of this disclosure. Whether the cooperatives must prepare annual or periodic financial statements has not been determined. If advertising cooperatives are established, you may obtain an accounting of the advertising cooperative upon written request. We have the right in our sole discretion to form, change, dissolve or merge advertising cooperatives.

If and when established, you will be required to contribute such amounts to the advertising cooperative(s) as they determine from time to time in accordance with their by-laws. Any Restaurants owned by us or any of our affiliates located in such designated local or regional area(s) will contribute to the cooperative(s) on the same basis. Contributions to such cooperatives are credited toward your APO; however, if we provide you and your cooperative 90 days' notice of a special promotion, you must participate in such promotion and pay to us any advertising fees assessed in connection with the special promotion, beginning on the effective date of such notice and continuing until such promotion is concluded. Any such special regional advertising fees shall be in addition to, and not credited towards, the APO required by the Franchise Agreement.

Advertising conducted by the cooperatives may be in various media, including television, radio, magazine, newspaper, billboards, transit and aerial advertising. The cooperatives will not use any funds for advertising that is principally a solicitation for the sale of franchises.

Local Store Marketing

You must spend for approved LSM on a quarterly basis, the difference between our established APO and the amount you contribute to the Marketing Fund or an advertising cooperative. Currently, CPSW Restaurants located in Walmart Locations and CPS Restaurants are required to spend 2% of Gross Sales and CPSW Restaurants that are not located in Walmart Locations are required to spend 3% of Gross Sales for approved LSM.

Within 30 days after the end of each fiscal quarter, if requested by us, you must provide us or our designee copies of all documentation demonstrating the amount and types of LSM expenditures made by you in the prior fiscal quarter. For these purposes, LSM expenditures include: amounts spent for advertising media, such as television, radio, newspaper, billboards, posters, direct mail, yellow pages, collateral promotional and novelty items, digital or social media advertising, advertising on public vehicles, such as taxis and buses, and, if not provided by us, the cost of producing approved materials necessary to

participate in these media. Advertising expenditures do not include amounts spent for items which we, in our reasonable judgment, deem inappropriate for meeting the minimum advertising requirement, including permanent on-premises signs and menu boards, lighting, menus, premiums, discounts, loyalty programs, free offers, and employee incentive programs.

If, in any fiscal year, you spend less than the required amount for the Restaurant for authorized LSM expenditures, you must contribute the difference between the required amount and the amount actually spent in that fiscal year to the Marketing Fund within 110 days after demand for payment is sent to you. In determining whether you have spent the required amount for the Restaurant for these purposes in any fiscal year, only expenditures made in that fiscal year will be counted and there will be no carryover from a previous fiscal year of any expenditures.

You must submit to us for our prior approval, samples of all advertising and promotional materials not prepared or previously approved by us and that vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have disapproved. We maintain a list of preferred vendors for use when creating advertising and promotional materials, which will be provided to you on request.

You may not promote, offer or sell any products or services relating to your Restaurant, nor use any of the Marks, through the Internet, any Web site or any other similar future technological avenues without our consent, which consent may be withheld for any reason or no reason. In connection with any such consent, we may establish such requirements as we deem appropriate, including (1) obtaining our prior written approval of any Internet domain name and home page addresses and social networking sites; (2) submission for our approval of all Web site and social networking pages, materials and content; (3) use of all hyperlinks and other links; (4) restrictions on use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has any ownership interest; and (5) obtaining our prior written approval of any modifications.

As part of your ongoing marketing efforts and to build up the goodwill of your Restaurant in your community, we have the right to require you to participate in charitable programs and/or fundraising campaigns, all proceeds of which will be donated or used for charitable purposes. Franchised Charleys Restaurants currently donate $.03 of each combo meal sold, which is bolstered by our contribution of $.03 and our beverage vendor's contribution of $.04 to the Charleys Kids Foundation.

Computer Hardware and Software

You must record all sales on POS Systems designated or approved by us. Your POS System must be fully compatible with our computer system and must include an information interface capability to communicate electronically with our computer system. You must maintain your POS System to be approachable from our computer system for us to access and retrieve all data in your POS System at all times. You must also purchase at least one ordering kiosk for your Restaurant.

Currently, we have approved the Brink POS System from ParTech, Inc., and Bite Kiosk the cost of which will range from approximately $13,305 (for two POS terminals and

two kitchen video displays and one kiosk) to $28,032 (for four POS terminals and six kitchen video displays and two kiosks). We may require you to obtain equipment (including telephone and data lines), software, and/or services to facilitate communications between your POS System and our computer system. You must purchase a support contract from ParTech for the Brink POS System at a cost of $160 per month for up to two POS terminals and two kitchen video displays; and $270 per month for four POS terminals and six kitchen video displays and an additional $120 per month for kiosk software service.

For CPSW Restaurants and CPSW Restaurants located within a Walmart Location, you must purchase, lease, and install in-restaurant media equipment from our approved vendor, which is currently MoodMedia. You must also purchase internet service from a provider designated by Walmart. Fees for selecting a provider other than the designated preferred provider are $150 per month, which must be paid to CPS Sites, LLC, which then passes the fee on to Walmart through the Sublandlord.

Currently, we do not require the use of any other proprietary software or related services, but may do so in the future. If we require you to use other proprietary software or related services, you agree to execute and comply with such software license agreements as we deem necessary to protect our interests, and you agree to pay such license, training, and maintenance or service fee as we deem reasonably appropriate.

You have an obligation to upgrade your computer hardware and software whenever we require it, without limitations on cost or frequency. We have no obligation to assist you in obtaining hardware, software or related services. Neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to your computer system.

There are no contractual limits on our independent access to the information and data generated by your POS System. We have the right to use the data we collect for any purpose.

Training

If you (or your Operating Partner) or any of your managers of the Restaurant have not previously completed to our satisfaction our initial training program, then prior to opening the Restaurant, you (or your Operating Partner) and all such managers, as applicable, must attend and successfully complete an initial training program on the operation of a Charleys Restaurant in Columbus, Ohio at such time(s) as we designate. At least two people including you (or your Operating Partner) must complete the initial training program to our satisfaction or we may terminate your Franchise Agreement. The initial training program must be completed before you open the Restaurant.

The initial training program lasts three weeks and will be scheduled according to our annual training schedule. The initial training program is held throughout the year and the schedule of training is based on the availability of space, the number of trainees, and the availability of instructors. The subjects covered, approximate hours of classroom and on-the-job training, and other information about our initial training program are described below:

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON-THE-JOB TRAINING	LOCATION**
Restaurant Ops* Food Safety; Crew Positions Certifications; Training team members;	8	42	Columbus, Ohio
Management Training Core Values, Operations Business Review, Operational Standards; Management/leadership proficiency; Marketing and Ops Administration; Guest Service proficiency; Guest Service proficiency; Guest Feedback	50	50	Columbus, Ohio
Total Hours: 150	58	92	

* If we, in our sole discretion, determine that you have sufficient experience in operations, we may not require you to complete the Restaurant Ops portion of the training program, and may reduce the length of your Management Training.

**We will periodically designate restaurants as "Certified Training Restaurants" and may also designate additional company-owned and/or franchised Charleys Restaurants as suitable locations where training will be conducted. We will determine the specific Restaurant locations for training on a case-by-case basis on a variety of factors, including proximity to the location where your Restaurant will be operated, convenience for both you and us, the status of the Charleys Restaurants in the market at that time, the capacity of the Certified Training Restaurants, availability of managers, and other factors. The locations are subject to change by us.

Instructional materials for the initial training program include the Operations Manual, E-Learning system (learning management platform), standard forms and training manuals.

Training is conducted monthly by our staff and under the supervision of John Hammond, our Director of Charleys Training Academy. Mr. Hammond joined us in 1993 and has 33 years of operations and training experience with us. Colette Siddle, our Field Training Manager, has 9 years training experience with other restaurants and franchise concepts. We also have additional restaurant management personnel who have relevant experience in our operations and the subject matter being taught. The initial training program consists of hands-on training covering all phases of restaurant operations, including food safety standards, an annual food safety certification process, food preparation, equipment operation and maintenance, cost control, inventory control and basic techniques of management.

You must replace any manager who fails to successfully complete a training program or who is otherwise not qualified to manage a Restaurant. You will be responsible for all compensation and expenses (including travel, meals and lodging) incurred in connection with any training programs. Neither you nor your employees will receive any compensation from us for services performed during training.

We may require you (or your Operating Partner) and your employees to attend and successfully complete other training courses, quality assurance programs, conferences (including annual conferences) and seminars at such locations as we may designate ("Ongoing Training"). You must pay our then-current fees for any Ongoing Training and you will be responsible for all expenses incurred by your participants (including, but not limited to, travel, meals, lodging and wages or salaries and benefits), which currently vary from $1,500 to $3,500 per program. Although we do not currently do so, we reserve the right to impose a fee for your failure to attend Ongoing Training.

You must establish at the Restaurant an employee training program meeting our standards. Your Restaurant employees that operate as crew members or managers must be active users of our learning management platform as this is the primary vehicle for the delivery of our restaurant training programs. All crew members are required to be properly certified (as defined by us) for the positions in which they work to ensure that brand standards are met. You must maintain a competent, conscientious, trained staff in numbers sufficient to promptly service customers, including specified positions and minimum staffing levels that we may establish from time to time in the Operations Manual. We do not provide any assistance to you with respect to the hiring of your employees.

ITEM 12
TERRITORY

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

The Franchise Agreement grants to you the right to own and operate a Charleys Restaurant at a specific location. The Franchise Agreement does not authorize you to sell products through other channels of distribution. You may not conduct the business of your Restaurant at any site other than the premises, or relocate your Restaurant, without our prior written consent. The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises.

We and all of our affiliates (and our respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of our rights and discretion with respect to the Marks, the System and Charleys Restaurants anywhere in the world, and the right to engage in any business whatsoever, including the right to:

(1) operate, and grant others the right to operate, Charleys Restaurants at locations and on terms and conditions we deem appropriate;

(2) sell any products or services under the Marks or under any other trademarks, service marks or trade dress, through other channels of distribution (including the Internet, catalog sales, telemarketing, or other direct marketing); and

(3) operate, and grant to others the right to operate, restaurants identified by trademarks, service marks or trade dress, other than the Marks, under terms and conditions we deem appropriate.

As noted in Item 1, our affiliates, LHL and LSL franchise and operate Lennys Restaurants. Lennys Restaurants offer sandwiches, some of which are similar to those offered in Charleys Restaurants. There may be now or in the future be Lennys Restaurants located in the same market as current and future Charleys Restaurants. These Lennys Restaurants could be affiliate-operated, franchised or both. If there is a conflict between you and us caused by a Lennys Restaurant or between a Charleys franchisee and a Lennys franchisee, our management team will attempt to resolve the conflict after taking into account the specific facts of each situation and what is in the best interests of the affected system or systems. However, we are not responsible for resolving conflicts between or among Charleys franchisees, or between or among a Charleys franchisee and a Lennys franchisee. LHL and LSL share our principal business address; however most LHL and LSL corporate staff are located in Memphis, Tennessee. We do not plan to maintain physically separate offices for the Charleys and the Lennys brands.

Except as previously described in Item 1 and in this Item 12, neither we nor any of our affiliates have established or presently intends to establish, other franchises or affiliate-operated outlets selling or leasing similar products or services under a different trade name or trademark; however, we retain the right to do so in the future.

ITEM 13
TRADEMARKS

We registered the following principal Marks on the Principal Register of the United States Patent and Trademark Office ("USPTO") and all required affidavits of use and renewals have been filed:

Mark	Registration Number	Registration Date
	4291732	February 19, 2013
Charleys Philly Steaks	3779422	April 20, 2010
	5318831	October 24, 2017

Mark	Registration Number	Registration Date
	5589104	October 23, 2018
	6035018	April 14, 2020
Charleys Cheesesteaks (words only)	6755905	June 7, 2022
	6907897	November 22, 2022

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving these marks. There are no agreements currently in effect which significantly limit our right to use or license the use of these marks in a manner material to the franchise.

From time to time, we become aware of other users of names, marks and/or restaurant building designs that may be confusingly similar to these marks or our distinctive building design. Where appropriate, we will take legal action. We are not aware of any superior prior rights or infringing uses that could materially affect your use of these marks.

The Franchise Agreement grants you the right to use our current and future trademarks, service marks, and trade dress used to identify the services and/or products offered by Charleys Restaurants, including our distinctive building designs and color schemes. If we believe, in our sole discretion, that it is advisable for us or you to modify or discontinue use of any Mark or use one or more additional or substitute trademarks, service marks or trade dress, you must comply with our directions. We will have no liability or obligation for your modification or discontinuance of any Mark or promotion of a substitute trademark, service mark or trade dress.

You must immediately notify us of any apparent infringement of or challenge to your use of any Mark or claim by any person of any rights to any Mark and you must not communicate with any person other than us and our counsel in connection with any infringement, challenge or claim. We will have sole discretion to take any action we deem appropriate and will have the right to control exclusively any litigation or USPTO or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must execute any and all instruments and documents, provide assistance and do such acts and things as, in the opinion of our counsel, may be necessary or

advisable to protect our interests in any litigation or USPTO or other administrative proceeding or otherwise to protect our interests in the Marks.

We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark under the Franchise Agreement and, except as provided in the Franchise Agreement, for all costs you reasonably incur in defending any claim brought against you or any proceeding in which you are named as a party, if you have timely notified us of such claim or proceeding and you and your owners are in compliance with the Franchise Agreement and all other agreements entered into with us and our affiliates. At our sole discretion, we will be entitled to prosecute, defend or settle any proceeding arising out of your use of any Mark, and, if we decide to prosecute, defend or settle any such matter, we will have no obligation to indemnify or reimburse you for any fees or disbursements of counsel retained by you.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents or pending patent applications that are material to the franchise. We claim copyright protection for our Operations Manual and printed advertising and promotional materials. We have not registered the materials to which we claim copyright protection.

We consider certain information relating to the development and operation of Charleys Restaurants to be our trade secrets and proprietary information. This information includes:

(1) ingredients, recipes and methods of preparation and presentation of certain food products;

(2) site selection criteria for Charleys Restaurants and plans and specifications for the development of Charleys Restaurants;

(3) sales, marketing and advertising programs and techniques for Charleys Restaurants;

(4) identity of suppliers and knowledge of specifications and pricing for authorized food products, materials, supplies and equipment;

(5) knowledge of operating results and financial performance of Charleys Restaurants, other than your own Restaurant;

(6) methods of inventory control, storage, product handling and management of Charleys Restaurants;

(7) computer systems and software programs; and

(8) any and all other information we provide you that is designated orally or in writing as proprietary or confidential or by its nature would reasonably be understood to be proprietary or confidential, regardless whether such information is specifically designated as proprietary or confidential.

All recipes, processes, ideas, concepts, advertising and promotional materials, website pages and content, methods, techniques or materials used or useful to a quick service restaurant business, whether or not constituting protectable intellectual property (collectively, the "Materials"), that you create, or that are created on your behalf, in connection with the development or operation of your Restaurant must be promptly disclosed to us. If we adopt any of such Materials as part of the System, or deem them to be sufficiently related to us and our business to be considered proprietary, they will be deemed to be our sole and exclusive property and deemed to be Works-made-for-Hire for us, and to the extent the Materials may for any reason not be considered a Work-made-for-Hire, you will be required to irrevocably convey, grant, transfer and assign to us all right, title and interest which you may have now or in the future in and to the Materials.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize you to use the copyrighted materials. Further, there are no infringing uses actually known to us that could materially affect your use of the copyrighted materials in any state. Except as noted above, we are not required by any agreement to protect or defend copyrights or confidential information, although we will do so when this action is in the best interest of our franchise system.

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

If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate in Exhibit A to the Franchise Agreement as the "Operating Partner" an individual approved by us who must: (1) own and control, or have the right to own and control (subject to conditions reasonably acceptable to us), at least 10% of your equity and voting rights; (2) have the authority to bind you regarding all operational decisions with respect to your Restaurant; and (3) have completed our training program to our satisfaction.

You (or your Operating Partner): (1) shall exert your full-time and best efforts to the development and operation of your Restaurant and all other Charleys Restaurants you own; and (2) may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations under the Franchise Agreement. Except as provided in the Operations Manual, your Restaurant at all times must be managed by you (or your Operating Partner) or by a manager who has completed our training program to our satisfaction.

If you are a partnership, corporation, limited liability company or other legal entity, each owner must undertake to be personally bound, jointly and severally, by your obligations under the Franchise Agreement. A copy of the personal guaranty is attached as Exhibit C to the Franchise Agreement.

ITEM 16
RESTRICTION ON WHAT THE FRANCHISEE MAY SELL

We require you to sell all food, beverage and other products and services that we determine from time to time to be appropriate for your Restaurant. You are not restricted as to the customers whom you may serve at the Restaurant.

Your Restaurant will not be permitted to offer any products or services (including promotional items) not authorized by us for Charleys Restaurants without our prior written approval. We have the right to change the types of authorized goods and services, and there are no limits on our right to make changes. You may not use your Restaurant for any purpose other than the operation of a Charleys Restaurant in compliance with the Franchise Agreement.

You must at all times maintain an inventory of approved food products, beverage, ingredients and other products sufficient in quantity, quality and variety to realize your Restaurant's full potential.

We may conduct market research to determine consumer trends and salability of new food products and services. You are required to participate in our market research programs by test marketing new food products and services in your Restaurant and providing us with timely reports and other relevant information regarding such market research. You must purchase a reasonable quantity of such test products, which can range from $1,000 to $6,000, and make a reasonable effort to sell them.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	2.01	10 years; however, if your lease or other agreement for the Restaurant has a shorter term, we may reduce the term of your Franchise Agreement to coincide with that term.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
b. Renewal or extension of the term	15	You may renew the franchise under the terms of our then current form of franchise agreement. We may grant a renewal franchise agreement with a term shorter than ten (10) years, in our sole discretion, at a rate of $1,000 per additional year.
c. Requirements for franchisee to renew or extend	15	You must give 180 days prior notice. If you are in compliance with all terms of all agreements, you must sign a new franchise agreement, sign a general release, pay the renewal franchise fee, and remodel the Restaurant. The new agreement may have terms and conditions materially different from your original franchise agreement.
d. Termination by franchisee	3.01	If you and we are unable to mutually agree on an acceptable location for your Restaurant during the Site Selection Period, or you fail to lease or purchase the accepted location for your Restaurant within 30 days after we accept the location, you may terminate the Franchise Agreement.
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	14	We can terminate only for specified causes.
g. "Cause" defined: curable defaults	14.03	You have 5 days to cure monetary defaults and 30 days to cure any other defaults of the Franchise Agreement.
h. "Cause" defined: non-curable defaults	14.01 and 14.02; Walmart Addendum: Section 2	Includes failure to obtain our acceptance of a location for the Restaurant during the Site Selection Period, failure to lease or purchase the accepted location for your Restaurant within 30 days after we accept the location, insolvency, failure to open or abandonment of business, cancellation of lease, failure to cure lease or sublease

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		default within 30 days, failure to satisfactorily complete the initial training program, misrepresentations, conviction of a felony, actions adversely affect goodwill of Marks, unauthorized transfer, unauthorized disclosure of confidential information, failure to remedy health violations within 24 hours; default or termination of other agreement, repeated breaches of the agreement. We can terminate your Franchise Agreement for a Walmart Location if your Sub-Sublease Agreement is terminated or expires.
i. Franchisee's obligations on termination/ nonrenewal	16	Pay amounts owed including liquidated damages, discontinue use of Marks and confidential information; return manuals.
j. Assignment of contract by franchisor	19.04	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	13.01	Includes transfer of agreement, sale of business and ownership changes.
l. Franchisor approval of transfer by franchisee	13.01 and 13.03	We have the right to approve all transfers but will not unreasonably withhold approval if certain conditions satisfied.
m. Conditions for franchisor approval of transfer	13.02	Restaurant must have opened. Transferee must qualify, complete training, assume existing agreement for remaining term or sign new agreement, and pay transfer fee; you must guaranty transferee's obligations. You must be in compliance with agreements; subordinate debts and sign a release and non-compete for each transferred restaurant; we must approve price and payment terms; you must do other things we request.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
n. Franchisor's right of first refusal to acquire franchisee's business	13.06	We can match any offer for your Restaurant.
o. Franchisor's option to purchase franchisee's business	16.04	We may acquire your Restaurant upon expiration (without renewal of the franchise) at fair market value and upon termination at appraised asset value or net book value, whichever is less.
p. Death or disability of franchisee	13.05	Franchise Agreement must be assigned by estate or personal representative within three months of death or permanent disability to a third party we have approved.
q. Non-competition covenants during the term of the franchise	7.02	Subject to applicable state law, no involvement in any competitive business regardless of its location. A "Competitive Business" is a fast food, quick-service, or fast casual restaurant: (1) featuring submarine sandwiches or other food items now or in the future featured by Charleys Restaurants; (2) offering and selling submarine sandwiches and for which the sale of such sandwiches constitutes 10% or more of its sales (or such sales from a single location constitute 10% or more of the total sales of that location) during any calendar quarter or calendar year; or (3) any other business that is the same as or similar to the Charleys Restaurant concept, as it evolves or changes over time.
r. Non-competition covenants after the franchise is terminated or expires	7.03	Subject to applicable state law, you may not operate a Competitive Business for two years at your Restaurant premises or within a three mile radius of the premises of another Charleys Restaurant in operation or under construction; or be involved in any entity that grants franchises, licenses, or other interest

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		to others to operate a Competitive Business.
s. Modification of the agreement	4.03 and 17.01	Generally, no modifications except by written agreement signed by both parties. However, we may modify the Operations Manual and the System.
t. Integration/merger clause	19.05	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside this disclosure document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by negotiation, mediation & arbitration	18.01	On demand by either party, all controversies, disputes or claims must be arbitrated.
v. Choice of forum	18.01	Subject to state law, arbitration will be held in the city closest to our principal business address (currently, Columbus, Ohio). If a dispute is not arbitrated, then the dispute will be adjudicated in Ohio state and federal courts.
w. Choice of law	18.04	Subject to state law, Ohio law applies.

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the sale of our franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and the information is included in the franchise 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 performance at a particular location or under particular circumstances.

There were 766 franchised Restaurants in operation as of December 31, 2025. The Statement Of Average Gross Sales table below presents information about the historic annual sales of 713 franchised Restaurants that were open during the entire 2025 calendar. This table excludes the performance of 40 franchised Restaurants that opened during 2025, 24 franchised Restaurants that permanently closed during 2025, and 13 franchised restaurants that were temporarily closed in 2025.

STATEMENT OF AVERAGE GROSS SALES
FOR FRANCHISED RESTAURANTS
2025

Type of Restaurant	Average Gross Sales	Median Sales	Range of Gross Sales	No. of Restaurants	No. of Restaurants That Met or Exceeded Average
Military Bases	$664,875	$599,993	$222,140 - $1,395,521	65	26 (40.00%)
Airport	$1,300,879	$1,271,990	$600,230 - $2,030,417	3	1 (33.33%)
Mall Food Court	$1,011,314	$947,967	$297,808 - $2,910,878	310	127 (40.97%)
Strip Center	$803,888	$691,658	$194,646 - $2,749,718	194	76 (39.18%)
Walmart	$611,127	$581,548	$256,207 - $1,509,752	141	63 (44.68%)
All Restaurants	$845,372	$743,169	$194,646 - $2,910,878	713	294 (41.23%)

Notes

1. The term "Gross Sales" means the aggregate amount of all sales of food, beverages and other products sold and services rendered in connection with a Restaurant, including monies derived from sales at or away from the Restaurant, whether for cash or credit, but excluding: (1) all federal, state or municipal sales or service taxes collected from customers and paid to the appropriate taxing authorities; and (2) all customer refunds and adjustments and promotional discounts made by the Restaurant.

2. The Gross Sales of the franchised Restaurants in this Item 19 were derived from reports obtained from the franchised Restaurants' POS systems and unaudited financial reports submitted by franchisees for the purpose of computing royalty fees. Due to the absence of real-time integration between third-party delivery platforms and POS systems that result in promotional discounts or refunds not being deducted from the Gross Sales made through third-party delivery platforms that are reported from the franchised Restaurant POS systems, we reduced each franchised Restaurant's reported Gross Sales by the actual amount of promotional discounts and refunds made by DoorDash, Uber Eats and Grubhub for that franchised Restaurant. For other third-party delivery platforms (which accounted for 0.7% of the Gross Sales at the franchised Restaurants included in this Item 19), we reduced the reported Gross Sales made through those third-party delivery platforms by 5% for

franchised Restaurants that use the Brink POS system to account for promotional discounts and refunds offered by those third-party delivery platforms.

3. **Some Restaurants have sold this much. Your individual results may differ. There is no assurance that you'll sell as much.**

4 We have not included the costs of sales, operating costs or other costs and expenses for the Restaurants.

5. Written substantiation of the data used in preparing this financial performance representation will be made available to you upon reasonable request. However, we will not disclose the identity or sales data of any particular Restaurant without the consent of that owner, except to any applicable state registration authorities or except in connection with the sale of a particular existing Restaurant that we own.

Other than the preceding financial performance representation, Gosh Enterprises, Inc. 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. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Associate Counsel, Grant Bacon at (614) 923-4700, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

Systemwide Restaurant Outlet Summary*
2023 to 2025

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2023	611	700	+89
	2024	700	744	+44
	2025	744	766	+22
Company-Owned	2023	61	61	0
	2024	61	69	+8
	2025	69	60	-9
Total Outlets	2023	672	761	+89
	2024	761	813	+52
	2025	813	826	+13

Table No. 2

Transfers of Restaurant Outlets from Franchisees to New Owners (other than the Franchisor) For 2023 to 2025

State	Year	Number of Transfers
AK	2023	0
	2024	1
	2025	0
AL	2023	0
	2024	0
	2025	1
AR	2023	0
	2024	1
	2025	0
CA	2023	4
	2024	4
	2025	1
CO	2023	2
	2024	0
	2025	2
DE	2023	0
	2024	1
	2025	0
FL	2023	3
	2024	4
	2025	11
GA	2023	0
	2024	1
	2025	3
IL	2023	0
	2024	1
	2025	3
ME	2023	0
	2024	1
	2025	0
MN	2023	0
	2024	0
	2025	1
NC	2023	1
	2024	0
	2025	0
NY	2023	0
	2024	1
	2025	0
OH	2023	2
	2024	3
	2025	2

State	Year	Number of Transfers
OK	2023	1
	2024	1
	2025	0
OR	2023	0
	2024	0
	2025	1
SC	2023	0
	2024	1
	2025	1
TN	2023	1
	2024	0
	2025	0
TX	2023	2
	2024	3
	2025	18
VA	2023	1
	2024	0
	2025	0
WA	2023	0
	2024	0
	2025	2
WV	2023	0
	2024	0
	2025	1
TOTAL	2023	17
	2024	23
	2025	47

Table No. 3

Status of Franchised Restaurant Outlets
For 2023 to 2025

State	Year	Outlets At Start Of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets At End Of Year
AK	2023	4	0	0	0	0	1	3
	2024	3	0	0	0	0	1	2
	2025	2	0	0	0	0	0	2
AL	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	1	8
	2025	8	1	0	0	0	0	9
AR	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	1	1
	2025	1	1	0	0	0	1	1

State	Year	Outlets At Start Of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets At End Of Year
AZ	2023	25	1	0	0	0	0	26
	2024	26	0	1	0	2	1	22
	2025	22	0	0	0	0	0	22
CA	2023	54	7	0	0	0	4	57
	2024	57	10	0	0	0	3	64
	2025	64	4	0	0	0	2	66
CO	2023	14	2	0	0	0	1	15
	2024	15	0	0	0	0	0	15
	2025	15	0	0	0	0	0	15
CT	2023	7	2	0	0	0	1	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	1	7
DC	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
DE	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
FL	2023	86	18	0	0	0	2	102
	2024	102	9	0	0	0	2	109
	2025	109	5	0	0	0	1	113
GA	2023	13	6	0	0	0	1	18
	2024	18	2	0	0	1	0	19
	2025	19	1	0	0	0	0	20
HI	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
IA	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
IL	2023	18	9	0	0	0	0	27
	2024	27	9	0	0	0	0	36
	2025	36	1	0	0	0	2	35
IN	2023	8	1	0	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	1	0	0	0	0	11
KS	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	0	0	0	0	0	6
KY	2023	7	1	0	0	0	1	7
	2024	7	0	0	0	0	0	7
	2025	7	1	0	0	0	0	8

State	Year	Outlets At Start Of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets At End Of Year
LA	2023	7	1	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	1	0	0	0	0	10
MA	2023	15	1	0	0	0	1	15
	2024	15	0	0	0	0	1	14
	2025	14	0	0	0	0	1	13
MD	2023	28	8	0	0	0	1	35
	2024	35	4	0	0	0	0	39
	2025	39	2	0	0	0	0	41
ME	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	0
MI	2023	6	1	0	0	0	1	6
	2024	6	1	0	0	0	0	7
	2025	7	4	0	0	0	0	11
MN	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
MO	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	0	6
MS	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
NC	2023	14	1	0	0	0	1	14
	2024	14	0	0	0	1	0	13
	2025	13	0	0	0	0	0	13
ND	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
NE	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
NH	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
NJ	2023	20	2	0	0	0	0	22
	2024	22	2	0	0	0	2	22
	2025	22	0	0	0	0	1	21
NM	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4

State	Year	Outlets At Start Of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets At End Of Year
NV	2023	4	3	0	0	0	1	6
	2024	6	3	0	0	0	0	9
	2025	9	3	0	0	0	0	12
NY	2023	27	4	0	0	0	1	30
	2024	30	0	0	0	0	0	30
	2025	30	1	0	0	0	1	30
OH	2023	25	2	0	0	0	0	27
	2024	27	1	0	0	0	0	28
	2025	28	4	0	0	0	3	29
OK	2023	7	1	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
OR	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
PA	2023	12	3	0	0	0	2	13
	2024	13	4	0	0	0	0	17
	2025	17	1	0	0	0	1	17
RI	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
SC	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
SD	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TN	2023	8	0	0	0	0	1	7
	2024	7	0	0	0	0	0	7
	2025	7	1	0	0	0	1	7
TX	2023	94	33	0	0	0	1	126
	2024	126	11	0	0	0	3	134
	2025	134	7	0	0	0	5	136
UT	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
VA	2023	18	3	0	0	0	0	21
	2024	21	4	0	0	0	0	25
	2025	25	5	0	0	0	0	30
WA	2023	7	0	0	0	0	0	7
	2024	7	1	0	0	0	0	8
	2025	8	0	0	0	0	2	6

State	Year	Outlets At Start Of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets At End Of Year
WI	2023	5	0	0	0	0	1	4
	2024	4	0	0	0	0	1	3
	2025	3	1	0	0	0	0	4
WV	2023	4	0	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	1	4
Guam	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Puerto Rico	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Totals	2023	611	111	0	0	0	22	700
	2024	700	65	1	0	4	16	744
	2025	744	45	0	0	0	23	766

Table No. 4

Status of Company-Owned Restaurant Outlets[1]
For 2023 to 2025

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
AZ	2023	0	0	0	0	0	0
	2024	0	0	3	0	0	3
	2025	3	0	0	0	0	3
CA	2023	13	0	0	0	2	11
	2024	11	1	0	0	0	12
	2025	12	0	0	5	0	7
GA	2023	0	0	0	0	0	0
	2024	0	1	0	0	0	1
	2025	1	0	0	0	0	1
IA	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
IL	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
MD	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

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
MI	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	2	0
MO	2023	6	0	0	0	0	6
	2024	6	0	0	0	0	6
	2025	6	0	0	0	0	6
NC	2023	1	0	0	0	0	1
	2024	1	0	1	0	0	2
	2025	2	0	0	0	0	2
NJ	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
NY	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
OH	2023	21	2	0	0	0	23
	2024	23	2	0	0	0	25
	2025	25	0	0	0	2	23
PA	2023	6	0	0	0	0	6
	2024	6	0	0	0	0	6
	2025	6	0	0	0	0	6
TN	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
VA	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
WA	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Totals	2023	61	2	0	0	2	61
	2024	61	4	4	0	0	69
	2025	69	0	0	5	4	60

NOTES

1. The data included in this Item 20 is as of December 31 of each year.
2. As noted in Item 1, we do not own and operate Restaurants; company-owned Restaurants are owned by our affiliates identified in Item 1.

Table No. 5

Projected Restaurant Openings as of December 31, 2025

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN NEXT FISCAL YEAR	PROJECTED COMPANY OWNED OUTLETS IN NEXT FISCAL YEAR
AR	1	0	0
AZ	1	1	0
CA	3	1	0
FL	11	5	0
GA	1	0	0
IL	14	3	0
KS	1	1	0
KY	1	3	0
MD	10	10	0
MI	3	3	0
MN	1	1	0
MO	3	1	0
NC	4	3	0
ND	1	0	0
NJ	2	2	0
NM	1	0	0
NV	3	3	0
NY	12	4	0
OH	2	1	3
PA	3	1	0
SC	1	1	0
TN	1	0	0
TX	18	3	0
WV	0	1	0
VA	3	1	0
WA	1	1	0
Totals	102	50	3

* * * * *

NOTES

The names, addresses and telephone numbers of our franchisees and their Restaurants are listed in Exhibit D. Exhibit F contains contact information for franchisees that had a Franchise Agreement terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during our most recently completed fiscal year or failed to communicate with us within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During our last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We have a Franchise Advisory Council or "FAC". The FAC serves as a liaison that provides advice and feedback to us about matters and issues relating to the Charleys franchise system. The FAC may be contacted through our Marketing Department at 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220, (614) 923-4725. As of the date of issuance of this disclosure document, there are no independent trademark-specific franchisee organizations associated with the Charleys franchise system.

ITEM 21
FINANCIAL STATEMENTS

Attached to this franchise disclosure document as Exhibit G are the audited financial statements for GEI for the years ended December 31, 2023, December 31, 2024, and December 31, 2025.

ITEM 22
CONTRACTS

The following agreements related to a Franchised Restaurant are attached as Exhibits to this disclosure document:

A. Franchise Agreement
I. State Amendments to Franchise Agreement
J. VetFran Addendum to Franchise Agreement
K. General Release
L Walmart Addendum to Franchise Agreement
M Sub-Sublease Agreement

ITEM 23
RECEIPTS

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

EXHIBIT A

FRANCHISE AGREEMENT

WINGS • PHILLY STEAKS

FRANCHISEE

RESTAURANT LOCATION

DATE OF AGREEMENT

CHARLEYS RESTAURANT FRANCHISE AGREEMENT

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EXHIBIT A – Franchise Ownership Information

EXHIBIT B – Premises and Advertising and Promotion Obligations

EXHIBIT C – Owners' Personal Guaranty of Franchisee's Obligations

RIDER 1 – Franchise Agreement Expiration Date

CHARLEYS RESTAURANT FRANCHISE AGREEMENT

This Agreement is made as of _____ (the "Effective Date") by and between **GOSH ENTERPRISES, INC**. ("GEI" or "we"), an Ohio corporation, with its principal place of business located at 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220, and _____ ("Franchisee" or "you"), a(n) _____ whose principal address is _____.

1. INTRODUCTION.

1.01. Charleys Restaurants. As the result of the expenditure of time, skill, effort and money, we have developed and own a comprehensive system ("System") for developing and operating restaurants, which feature a limited menu of fresh grilled subs and such other menu items as we may authorize from time to time that operate under the name and mark "Charleys" (collectively "Charleys Restaurants"). We identify the System by means of the "Charleys" marks, including the "Charleys®", "Charleys Philly Steaks®", "Charley's Grilled Subs®", "Charleys Philly Steaks Wings • Philly Steaks®," and "Charleys Cheesesteaks•Wings™".names and marks and certain other names, marks, logos, insignias, slogans, emblems, symbols, designs, indicia of origin, trade dress and distinctive interior designs, layouts and color schemes (collectively, the "Marks") that we have designated, or may in the future designate, for use with the System.

The distinguishing characteristics of our System include, without limitation: the Marks, equipment, ingredients, recipes, methods of preparation and specifications for authorized food products, methods of inventory control and certain operational and business standards and policies, all of which we may improve, further develop or otherwise modify from time to time.

We refer to Charleys Restaurants operating in mall food courts, airports, military bases and inline locations as "CPS Restaurants" and we refer to Charleys Restaurants operating in inline and freestanding locations that additionally offer chicken wings and other chicken-based menu items as "CPSW Restaurants".

You understand and acknowledge the importance of our high and uniform standards of quality, operations and service and the necessity of developing and operating Charleys Restaurants in strict conformity with this Agreement and with our confidential operations manual (the "Operations Manual")

1.02. Your Acknowledgments. You have read this Agreement and the Charleys Restaurant franchise disclosure document ("Disclosure Document"). You understand the terms of this Agreement and accept them as being reasonably necessary to maintain the uniformity of our high quality standards at all Charleys Restaurants in order to protect the goodwill of the Marks and the integrity of the System. You have conducted an independent investigation of the business contemplated by this Agreement and recognize that the restaurant industry is highly competitive, with constantly changing market conditions. You recognize that the nature of Charleys Restaurants may change over time, that an investment in a Charleys Restaurant involves business risks and that the success of the venture is largely dependent on your own business abilities, efforts and financial resources. You have not

received or relied on any guaranty or assurance, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement.

1.03. Your Representations. You, and each person or entity that has a direct or indirect legal or beneficial ownership interest in you, if you are a business corporation, partnership, limited liability company or other legal entity ("Owner"), if applicable, represent and warrant to us, that: (a) neither you nor any of your Owners has made any untrue statement of any material fact or has omitted to state any material fact in obtaining the rights granted hereunder; (b) neither you nor any of your Owners has any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business (as defined in Section 7.02), except as otherwise completely and accurately disclosed in your franchise application; and (c) the execution and performance of this Agreement will not violate any other agreement to which you or of any of your Owners may be bound. You recognize that we have approved your franchise application in reliance on all of the statements you and your Owners have made in connection therewith.

2. GRANT OF RIGHTS.

2.01. Grant of Franchise. Subject to the terms of this Agreement, we grant to you the right ("Franchise"), and you assume the obligation, to operate a franchised Charleys Restaurant (the "Restaurant") at the location identified in Exhibit B (the "Premises") and to use the System solely in connection therewith. The initial term of this Agreement and the Franchise granted by this Agreement shall begin on the date of this Agreement and terminate at midnight on the day preceding the 10th anniversary of the date the Restaurant first opened for business (the "Term"), unless this Agreement is terminated at an earlier date pursuant to Section 14. (We will complete and forward to you a notice, in a form substantially similar to attached Rider 1, to memorialize the date the Restaurant first opened for business.) You may not conduct the business of the Restaurant or use the System at any site other than the Premises, or relocate the Restaurant, without our consent.

2.02. Our Reservation of Rights. Except as otherwise expressly provided in this Agreement, we and all of our Affiliates (and our respective successors and assigns, by purchase, merger, consolidation or otherwise) retain all of our rights and discretion with respect to the Marks, the System and Charleys Restaurants anywhere in the world, and the right to engage in any business whatsoever, including the right to: (a) operate, and grant to others the right to operate, Charleys Restaurants at such locations and on such terms and conditions as we deem appropriate (you acknowledge that such Charleys Restaurants may be in direct competition with your Restaurant, without regard to any adverse effects of such activities on your Restaurant and without any obligation or liability to you); (b) sell any products or services under the Marks or under any other trademarks, service marks or trade dress, through other channels of distribution; and (c) operate, and grant to others the right to operate, restaurants identified by trademarks, service marks or trade dress, other than the Marks, pursuant to such terms and conditions as we deem appropriate. You acknowledge and agree that your rights hereunder are non-exclusive. You waive, to the fullest extent permitted under applicable law, all claims, demands, or causes of action arising from or relating to any of the foregoing activities by us or any of our Affiliates.

2.03. Definition of "Affiliate" In this Agreement, an "Affiliate" is any person or entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly

owned or controlled by the referenced party, or that is under common control with the referenced party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

2.04. Area Representative Program. You acknowledge and agree that we may implement an area representative program on such terms and conditions we deem appropriate from time to time, pursuant to which we may, effective on notice to you, delegate to one or more area representatives any or all of our obligations hereunder, provided (a) we shall remain responsible and liable for performance of any such obligations, and (b) any such area representatives shall be intended third-party beneficiaries of any and all of your covenants and agreements hereunder that we deem appropriate in connection therewith. We may discontinue the area representative program at any time, and we may replace an area representative responsible for your Restaurant at any time effective on notice to you.

3. DEVELOPMENT OF THE RESTAURANT.

3.01. Selection of Premises. If the Premises have not been identified in Exhibit B as of the Effective Date, we will provide you with our standard site selection criteria and on-site evaluations as we deem appropriate. You agree to submit to us for acceptance, within one hundred eighty (180) days after the Effective Date (the "Site Selection Period") and in accordance with our requirements and procedures, a complete site application form for the Charleys Restaurant that you propose to operate and that you in good faith believe to conform to our standard site selection criteria. In considering whether to accept your proposed location, we will consider such factors as we deem relevant, including general location, neighborhood and distance to any other Charleys Restaurant, and whether the proposed premises meet our size and configuration standards and requirements. Upon acceptance of a proposed location (and confirmation that you have leased, subleased or purchased the location in accordance with the applicable provisions of Section 3.03), Exhibit B will be completed and signed by both parties, and the location identified in Exhibit B will be deemed the "Premises".

If you and we are unable to mutually agree on an acceptable location for your Charleys Restaurant during the Site Selection Period or if you fail to lease, sublease or purchase the accepted location for your Charleys Restaurant within 30 days after we accept the Premises, either party has the right to terminate this Agreement, effective upon notice. We may, in our sole discretion and at your request, grant one or more extensions to the Site Selection Period and charge you extension fees in connection therewith.

3.02. Site Acceptance Disclaimer. Neither our proposal nor acceptance of the Premises nor any information communicated to you regarding our standard site selection criteria for Charleys Restaurants constitutes a warranty or representation of any kind, express or implied, as to the suitability of the Premises for a Charleys Restaurant or for any other purpose. Our proposal or acceptance of the Premises merely signifies that we are willing to grant a franchise for a Charleys Restaurant at that location. Your decision to develop and operate a Charleys Restaurant at the Premises is based solely on your own independent investigation of the suitability of the Premises for a Charleys Restaurant. In consideration of our proposal or acceptance of the Premises, you and each of your Owners release us, and our Affiliates, officers, directors, employees and agents (including any area

representatives) from any and all losses, damages and liability arising from or in connection with the selection and/or acceptance of the Premises for development as a Charleys Restaurant.

3.03. Purchase or Lease of Premises. You must lease, sublease or purchase the Premises within 30 days of the Effective Date or within 30 days after the date that we accepted the Premises in accordance with Section 3.01 if the Premises was not identified in Exhibit B as of the Effective Date. We may provide you guidance with respect to leasing or subleasing the Premises as we deem appropriate. We have the right to approve the terms of any lease, sublease or purchase contract for the Premises, and you agree to deliver a copy to us for our approval before you sign it.

You agree that any lease or sublease for the Premises must, in form and substance satisfactory to us: (a) provide for notice to us of your default under the lease or sublease and an opportunity for us to cure such default; (b) require the lessor or sublessor to disclose to us, on our request, sales and other information furnished by you; (c) give us the right on any termination or expiration (without renewing the franchise) of this Agreement to assume the lease or sublease without the lessor's or sublessor's consent; (d) give us and our agents the right to enter the Premises to make any modifications to the decor of the Premises to protect our rights to the Marks; (e) provide that the lessor and/or sublessor relinquishes to us, on any termination or expiration (without renewing the franchise) of this Agreement, any lien or other ownership interest, whether by operation of law or otherwise, in and to any tangible property, including outdoor signage, that embodies any of the Marks; and (f) require that the lessor and/or sublessor acknowledges that we have no liability or obligation whatsoever under the lease or sublease until and unless we assume the lease or sublease on termination or expiration of this Agreement.

You may not execute a lease, sublease or purchase contract or any modification thereof for the Premises without our approval. Our approval of the lease, sublease or purchase contract does not constitute a warranty or representation of any kind, express or implied, as to its fairness or suitability or as to your ability to comply with its terms. We do not, by virtue of approving the lease, sublease or purchase contact, assume any liability or responsibility to you or to any third parties. You must deliver a copy of the fully signed lease, sublease or purchase contract to us within 5 days after its execution. If you or one of your Affiliates at any time owns the Premises, you must immediately notify us and we may require that you or such Affiliate enter into a lease with us at commercially reasonable rates for a term equal to the Term, and we will sublease the Premises to you on the same terms as the prime lease.

3.04. Development of the Premises. You are responsible for developing the Restaurant, for all expenses associated with it and for compliance with the requirements of any applicable federal, state or local law, code or regulation, including those concerning the Americans with Disabilities Act ("ADA") or similar rules governing public accommodations for persons with disabilities.

We will furnish you with the prototype plans for a Charleys Restaurant. The prototype plans are to be used as a guideline for your use in developing a final set of plans for construction of the Restaurant. You may modify those prototype plans only as required to ensure that the plans and all specifications comply with all applicable federal, state and local laws, codes and regulations, ordinances, building codes and permit requirements and

any lease requirements and restrictions. If you are developing a free standing location, you may not make modifications to the dimensions or the exterior design of the building for the Restaurant. You must engage the services of an architect that has been approved by us for the planning and design of the Restaurant and submit all modified plans and specifications to us for our approval before starting to develop the Premises. Our review and approval of your plans are not designed to assess compliance with federal, state or local laws and regulations, including the ADA, as compliance with such laws is your sole responsibility. At our request, you must submit all revised or "as built" plans and specifications. All development must be in accordance with the plans and specifications we have approved and must comply with all applicable laws, ordinances and local rules and regulations.

You must engage the services of a general contractor that has been approved by us for developing the Premises. We will furnish such guidance to you in developing the Premises as we deem appropriate. We may periodically inspect the Premises during its development. We do not, by providing a list of approved architects and/or general contractors, approving your plans or specifications or inspecting the Premises, assume any liability or responsibility to you or to any third parties. Such approvals and inspections shall be solely for the purpose of assuring compliance with our standards and shall not be construed as any express or implied representation or warranty that your Restaurant complies with any applicable laws, codes or regulations (including the ADA or any other federal, state, or local law or ordinance regulating standards for the access to, use of, or modifications of buildings for any by persons whose disabilities are protected by law) or that the construction thereof is sound or free from defects. All prototype plans and other plans and specifications for the Restaurant shall be our sole and exclusive property, and you may claim no interest therein.

You must start construction or renovation of the Restaurant within 90 days after you have leased, subleased or acquired the Premises. You must complete construction or renovation of the Restaurant within 90 days after the start of construction or renovation. You must open the Restaurant within 30 days after the date construction or renovation is completed. Any extensions of time are subject to our approval, which we may withhold at our discretion.

The requirement to complete construction or renovation of the Restaurant includes obtaining all required construction and occupancy licenses and permits, developing the Premises (including all outdoor features and landscaping of the Premises, if applicable), installing all required fixtures, furnishings, equipment and signs, and doing all other things as may be required pursuant to this Agreement or by practical necessity to have the Restaurant ready to open for business. You may not open the Restaurant for business until we have notified you that the Restaurant meets our requirements for opening, including payment in full of the initial franchise fee and all other amounts then owing to us, successful completion of our initial training program, and our receipt of your certificates of insurance in compliance with Section 9.07.

3.05. Equipment, Furniture, Fixtures and Signs. You agree to purchase or lease all required equipment, furnishings, fixtures and signs for the Restaurant. You agree to purchase or lease only such types, brands and models of fixtures, furniture, equipment, signs and supplies which we approve for Charleys Restaurants as meeting our standards and specifications, including standards and specifications for quality, design, warranties, appearance, function and performance. You may purchase or lease approved types, brands

or models of fixtures, furniture, equipment, signs and supplies only from suppliers approved by us (including us and any of our Affiliates). From time to time, we may modify the list of approved types, brands, models and/or suppliers, and you may not, after receipt of notice of such modification, reorder any type, brand or model, or from any supplier, which is no longer approved.

If you propose to purchase any fixtures, furniture, equipment, signs or supplies of a type, brand or model, or from a supplier, that we have not previously approved, you must notify us and submit to us such information as we may request. We may impose reasonable inspection and supervision fees on approved suppliers to cover our costs.

3.06. Opening Assistance. If you (or your Operating Partner as defined in Section 8.03) have not previously owned or managed a Charleys Restaurant, we will provide you with such opening assistance as we deem appropriate to assist you in starting your operations, including on-site opening assistance for not more than 7 days, as scheduled by us.

3.07. Grand Opening Marketing Kit. Prior to the opening of your Restaurant, you must purchase a grand opening marketing kit from our approved vendors with an estimated cost ranging from $7,000 to $10,000. Our Marketing Department will present a range of grand opening marketing kits available to you for the opening of your Restaurant. Grand opening marketing kits may include grand opening/starter signage kits, digital advertising, decorations, printed materials, and give away items.

4. TRAINING AND GUIDANCE.

4.01. Initial and Ongoing Training Programs. If you (or your Operating Partner) or any of your managers of the Restaurant have not previously completed to our satisfaction our initial training program, then prior to opening the Restaurant, you (or your Operating Partner) and all such managers, as applicable, must attend and successfully complete an initial training program on the operation of a Charleys Restaurant at such time(s) and place(s) as we designate. As of the Effective Date, our initial training program is held in Columbus, Ohio. At least two persons, including you (or your Operating Partner), must have completed to our satisfaction our initial training program or we may terminate this Agreement. You will be responsible for all compensation and expenses (including travel, meals and lodging) incurred by you and your personnel in attending any training programs. You must immediately replace any manager who fails to successfully complete any training program or who otherwise is not qualified to manage a Charleys Restaurant.

We may require you (or your Operating Partner) and your employees to attend and successfully complete other training courses, quality assurance programs, conferences (including annual conferences) and seminars at such locations as we may designate ("Ongoing Training"). You will pay the then-current fee for any Ongoing Training and will be responsible for all expenses incurred by your participants (including, but not limited to, travel, meals, lodging and wages or salaries and benefits). We reserve the right to impose a fee for your failure to attend Ongoing Training.

4.02. On-Going Guidance. We will furnish you periodic guidance with respect to the System, including improvements and changes to the System. Such guidance, at our discretion, will be furnished in the form of the Operations Manual, bulletins and other

written materials, consultations by telephone or in person at our offices or at the Restaurant, or by any other means of communications. At your request, we may provide special assistance for which you will be required to pay the per diem fees and charges we may establish from time to time.

4.03. Operations Manual. We will provide access to our Operations Manual, as amended from time to time, which may consist of one or more manuals, containing our mandatory and suggested standards, specifications and operating procedures relating to the development and operation of Charleys Restaurants and other information relating to your obligations under this Agreement. The term "Operations Manual" also includes alternative or supplemental means of communicating such information by other media which specifically reference that they are to be considered part of the Operations Manual, including bulletins, e-mails, limited access intranet sites, DVDs, videotapes, audio tapes, compact discs, computer diskettes, CDs and other electronic media. You agree to comply fully with all mandatory standards, specifications and operating procedures and other obligations contained in the Operations Manual. We may modify the Operations Manual from time to time to reflect changes in standards, specifications and operating procedures, provided no addition or modification may alter your fundamental status and rights under this Agreement. If a dispute develops relating to the contents of the Operations Manual, our master copy will be controlling. The Operations Manual contains Confidential Information, as defined in Section 7.01 and you agree not to copy any part of the Operations Manual or to allow unauthorized persons access to the Operations Manual.

5. TRADEMARKS.

5.01. Ownership of the Marks. You acknowledge that we own the Marks. Your right to use the Marks is derived solely from this Agreement and is limited to conducting business pursuant to and in compliance with this Agreement. Your unauthorized use of any of the Marks constitutes a breach of this Agreement and an infringement of our rights to the Marks. This Agreement does not confer on you any goodwill or other interests in the Marks. Your use of the Marks and any goodwill established thereby inures to our exclusive benefit. All provisions of this Agreement applicable to the Marks apply to any additional or substitute trademarks, service marks and trade dress we authorize you to use. You may not at any time during or after the Term contest, or assist any other person in contesting, the validity or ownership of any of the Marks.

5.02. Use of the Marks. You agree to use the Marks as the sole identification of the Restaurant, provided you identify yourself as the independent owner thereof in the manner we prescribe. You agree to use the Marks as we prescribe in connection with the sale of authorized food products, beverages and services. You may not use any Mark (or any abbreviation, modification or colorable imitation) as part of any corporate or other entity name or in any other manner (including as an electronic media identifier, such as a Web site, Web page, domain name, meta-tag, download, application, posting, social networking profile, directory listing, screen name, anonymous name, blog, vlog, e-mail account, instant messaging account or texting identity) not expressly authorized by us in writing.

5.03. Discontinuance of Use of Marks. If it becomes advisable at any time for us and/or you to modify or discontinue use of any Mark and/or use one or more additional or substitute trademarks, service marks or trade dress, you agree to comply with our directions

within a reasonable time after notice. We will have no liability or obligation whatsoever with respect to any such required modification or discontinuance of any Mark or the promotion of a substitute trademark, service mark or trade dress.

5.04. Notification of Infringements and Claims. You must notify us immediately of any apparent infringement of or challenge to your use of any Mark, or any claim by another person of any rights in any Mark. You may not communicate with any person, other than us and our counsel, in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate and will have the right to control exclusively any litigation or U.S. Patent and Trademark Office proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You must sign any and all documents, render such assistance and do such things as may be advisable in the opinion of our counsel to protect our interests in any litigation or U.S. Patent and Trademark Office or other administrative proceeding or otherwise to protect our interests in the Marks.

5.05. Indemnification of Franchisee. We agree to indemnify you against, and to reimburse you for, all damages for which you are held liable in any proceeding arising out of your authorized use of any Mark pursuant to and in compliance with this Agreement and, except as provided herein, for all costs you reasonably incur in defending any such claim brought against you, provided you have timely notified us of such claim and provided further that you and your Owners and Affiliates are in compliance with this Agreement and all other agreements entered into with us or any of our Affiliates. We, at our sole discretion, are entitled to prosecute, defend and/or settle any proceeding arising out of your use of any Mark pursuant to this Agreement, and, if we undertake to prosecute, defend and/or settle any such matter, we have no obligation to indemnify or reimburse you for any fees or disbursements of any legal counsel retained by you.

6. FEES.

6.01. Initial Franchise Fee. Simultaneously with your execution of this Agreement, you agree to pay us an initial franchise fee of $24,500.00. The initial franchise fee is fully earned by us as of the Effective Date and is not refundable.

6.02. Royalty Fees. You agree to pay us weekly royalty fees equal to the greater of: (a) $300; or (b) 6% of Gross Sales. Royalty fees are payable on or before Thursday of each Week with respect to the Gross Sales incurred during the immediately preceding Week.

We define a "Week" as each 1 week period starting on Monday through the following Sunday, subject to change by us. The first Week each year shall conform to the start of our Fiscal Year for that year. A "Fiscal Year" is the fiscal year that we may determine from time to time. As of the Effective Date, our Fiscal Year consists of weekly periods ending on the Monday closest to December 31st each year.

"Gross Sales" includes the aggregate amount of all sales of food, beverages and other products sold and services rendered at the Premises or otherwise rendered in connection with the Restaurant, including monies derived from sales at or away from the Restaurant, whether for cash or credit, but excluding: (1) all federal, state or municipal sales or service taxes collected from customers and paid to the appropriate taxing authority; and (2) all customer refunds and adjustments and promotional discounts.

6.03. Marketing Contributions and Expenditures. We have established the Marketing Fund (as described in Section 10.02 below) and we may establish an advertising cooperative in your region (as described in Section 10.03 below). During any period that the Marketing Fund and/or an advertising cooperative is/are in effect, you must make contributions to such fund(s) in such proportions and amounts as we may require under Section 10 below. Additionally, as described in Section 10.03, we require that you spend certain amounts (which will be determined as described in Section 10.03 below) for local marketing and advertising initiatives.

6.04. Designated Account. Prior to the opening of your Restaurant, and as a condition thereof, you shall establish a designated bank account from which we shall be authorized to withdraw in any manner which we prescribe (including electronic transfer of funds), any amounts due to us or our Affiliates from you under this Agreement, including royalty fees and Marketing Fund contributions. You agree not to close the account (or allow the account to be closed) without first opening and notifying us of an alternate account, nor to terminate any direct debit authorization from the account without a replacement authorization approved by us. You authorize us to initiate debit entries and/or credit entries to the account for payments of royalty fees and other amounts payable under this Agreement. We have the right to review your Gross Sales on a periodic basis, including a daily basis. Prior to the weekly payment date of royalty fees, we shall calculate the royalty fee due for the immediately preceding Week and withdraw such amount and any other amounts due under this Agreement, including any Marketing Fund or advertising and cooperative contributions set forth under Section 10 directly from the designated account. All costs and expenses of establishing and maintaining such designated account, including transaction fees and funds transfer fees, shall be paid by you. If we have not been able to access your Gross Sales, or to have received weekly reports of Gross Sales from you, then we may debit the account in an estimated amount based on prior reports of Gross Sales.

6.05. Late Charges and Interest On Late Payments. All payments of royalty fees and other periodic fees payable each Week shall be due and payable on, and must be received by us, by Thursday of the immediately following Week. Any payment or report not actually received by us on or before such date shall be deemed overdue. If any payment is overdue, you shall pay to us, in addition to the overdue amount, a late fee (in such amount as we may determine from time to time) and/or interest on such amount from the date it was due until paid, at a rate which is the lesser of 12% per annum or the maximum rate permitted by law. You also agree to maintain at all times sufficient funds in such designated bank accounts for such withdrawals as provided in Section 6.04. If sufficient funds are not available in the designated bank account at the time of an electronic transfer to pay fees that are due us or our Affiliates, we have the right to collect a service fee, subject to applicable law. Entitlement to such interest and service fee shall be in addition to any other remedies we may have. Your failure to have sufficient funds available in the designated account in an amount equal to any amount then due or your failure to pay all amounts when due, constitutes grounds for termination of this Agreement, as provided in Section 14.

6.06. Application of Payments. We may apply any payments by you to any of your past due indebtedness for royalty fees, Marketing Fund contributions (as defined in Section 10.02) or any other indebtedness to us or any of our Affiliates, notwithstanding any designation by you.

6.07. Collection Costs and Expenses. You agree to pay us on demand any and all costs and expenses incurred by us in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by you to us. These costs and expenses include, but are not limited to, cost and commissions due a collection agency, reasonable attorneys' fees, costs incurred in creating or replicating reports demonstrating Gross Sales of your Restaurant, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

7. RESTRICTIVE COVENANTS

7.01. Confidential Information. We will disclose parts of our Confidential Information to you solely for your use in the operation of the Restaurant. "Confidential Information" includes our proprietary and confidential information relating to the development and operation of Charleys Restaurants, including: (a) ingredients, recipes, and methods of preparation and presentation of authorized foods products; (b) site selection criteria for Charleys Restaurants and plans and specifications for the development of Charleys Restaurants; (c) sales, marketing and advertising programs and techniques for Charleys Restaurants; (d) identity of suppliers and knowledge of specifications and pricing for authorized food products, materials, supplies and equipment; (e) knowledge of operating results and financial performance of Charleys Restaurants, other than the Restaurant and other Charleys Restaurants you own; (f) methods of inventory control, storage, product handling, training and management relating to Charleys Restaurants; (g) computer systems and software programs; and (h) any and all other information we provide you that is designated orally or in writing as proprietary or confidential or by its nature would reasonably be understood to be proprietary or confidential, regardless whether such information is specifically designated as proprietary or confidential.

The Confidential Information is proprietary and includes our trade secrets. During the Term and thereafter: (1) you may not use the Confidential Information in any other business or capacity (you acknowledge such use is an unfair method of competition); (2) you must exert your best efforts to maintain the confidentiality of the Confidential Information; (3) you may not make unauthorized copies of any portion of the Confidential Information disclosed in written, electronic or other form; and (4) you must implement all reasonable procedures we prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including the use of nondisclosure agreements (in form and substance satisfactory to us) with your officers, directors, managers and assistant managers and the delivery of such agreements to us.

7.02. In-Term Covenants. During the Term, neither you nor any of your Owners may, without our prior consent (which consent may be withheld for any reason or no reason): (a) directly or indirectly (such as through members of your or their Immediate Families, which includes a spouse, parents, siblings and adult children, whether natural or adopted) own any legal or beneficial interest in, or render services or give advice to: (1) any Competitive Business located anywhere; or (2) any entity located anywhere which grants franchises, licenses or other interests to others to operate any Competitive Business; or (b) divert or attempt to divert any business or customer of Charleys Restaurants to any competitor or do anything injurious or prejudicial to the goodwill associated with the Marks or the System.

A "Competitive Business" is any fast food, quick-service, or fast casual restaurant: (a) featuring submarine sandwiches or other food items now or in the future featured by Charleys Restaurants; (b) offering and selling submarine sandwiches and for which the sale of such sandwiches constitutes 10% or more of its sales (or such sales from a single location constitute 10% or more of the total sales of that location) during any calendar quarter or calendar year; or (c) any other business that is the same as or similar to the Charleys Restaurant concept, as it evolves or changes over time. Restrictions in this Agreement on competitive activities do not apply to: (1) the ownership or operation of other Charleys Restaurants that are licensed or franchised by us or any of our Affiliates; or (2) the ownership of shares of a class of securities that are listed on a stock exchange or traded on the over the counter market and that represent less than 5% of that class of securities.

7.03. Post-Term Covenants. For a period of 2 years, starting on the effective date of the termination or expiration (without renewing the franchise) of this Agreement, neither you nor any of your Owners may directly or indirectly (such as through members of your or their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (a) any Competitive Business operating at the Premises or within a 3-mile radius of the Premises; (b) any Competitive Business operating within a 3-mile radius of any Charleys Restaurant in operation or under construction on the effective date of termination or expiration; or (c) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business.

7.04. Scope of the Covenants. If any part of Section 7.02 or Section 7.03 is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. You and each of your Owners acknowledge that we have a protectable legal interest in the System, customers of Charleys Restaurants and the goodwill associated with the Marks and the non-competition covenants contain in Section 7.01 and Section 7.02 are necessary elements to their protection and are an integral part of this Agreement. You and each of your Owners also expressly acknowledge the possession of skills and abilities of a general nature and the opportunity for exploiting such skills in other ways, so that enforcement of the covenants made in this Section will not deprive any of you of your personal goodwill or ability to earn a living. If you or any of your Owners fail or refuse to abide by any of the foregoing covenants, and we obtain enforcement in a judicial or arbitration proceeding, the obligations under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or we seek to enforce it, and will continue in effect for a period of time ending 2 years after the date of the order enforcing the covenant.

7.05. Information Exchange. All recipes, processes, ideas, concepts, advertising and promotional materials, website pages and content, methods, techniques or materials used or useful to a quick service restaurant business, whether or not constituting protectable intellectual property (collectively, the "Materials"), that you create, or that are created on your behalf, in connection with the development or operation of your Restaurant must be promptly disclosed to us. If we adopt any of such Materials as part of the System, or deem them to be sufficiently related to us and our business to be considered proprietary, they will be deemed to be our sole and exclusive property and deemed to be Works-made-for-Hire (as such term is defined under Section 101 of the Copyright Act) for us, and to the extent the Materials may for any reason not be considered a Work-made-for-Hire, you irrevocably convey, grant, transfer and assign to us all right, title and interest which you may have now

or in the future in and to the Materials. You agree to sign whatever assignment or other documents we request, during and after the Term, to evidence our ownership or to assist us in securing intellectual property rights in the Materials, and you warrant that you will obtain all rights from any third party acting on your behalf to comply with this provision.

8. YOUR ORGANIZATION AND MANAGEMENT

8.01. Organizational Documents. If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you and each of your Owners represent, warrant and agree that: (a) you are duly organized and validly existing under the laws of the state of your organization, and, if a foreign business corporation, partnership, limited liability company or other legal entity, you are duly qualified to transact business in the state in which the Restaurant is located; (b) you have the authority to execute and deliver this Agreement and to perform your obligations hereunder; (c) true and complete copies of the articles of incorporation, partnership agreement, bylaws, subscription agreements, buy-sell agreements, voting trust agreements and all other documents relating to your ownership, organization, capitalization, management and control have been delivered to us and all amendments thereto shall be promptly delivered to us; (d) your activities are restricted to those necessary solely for the development, ownership and operation of Charleys Restaurants in accordance with this Agreement and in accordance with any other agreements entered into with us or any of our Affiliates; (e) the articles of incorporation, partnership agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interest is restricted by the terms of this Agreement; and (f) all certificates representing direct or indirect legal or beneficial ownership interests now or hereafter issued must bear a legend in conformity with applicable law reciting or referring to such restrictions.

8.02. Disclosure of Ownership Interests. You and each of your Owners represents, warrants and agrees that Exhibit A is current, complete and accurate. You agree that updated Exhibits A will be furnished promptly to us, so that Exhibit A (as so revised and signed by you) is at all times current, complete and accurate. Each person who is or becomes an Owner must execute a personal guaranty or agreement in form as we prescribe, the current form of which is attached as Exhibit C, undertaking to be bound jointly and severally by the terms of this Agreement. Each Owner must be an individual acting in his or her individual capacity, unless we waive this requirement.

8.03. Operating Partner/Management of Business. If you are, or at any time become, a business corporation, partnership, limited liability company or other legal entity, you must designate in Exhibit A as the "Operating Partner" an individual approved by us who must: (a) own and control, or have the right to own and control (subject to conditions reasonably acceptable to us), not less than 10% of your equity and voting rights; (b) have the authority to bind you regarding all operational decisions with respect to the Restaurant; and (c) have completed our training program to our satisfaction.

You (or your Operating Partner): (a) shall exert your full-time and best efforts to the development and operation of the Restaurant and all other Charleys Restaurants you own; and (b) may not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility or time commitments or otherwise may conflict with your obligations hereunder. The Restaurant at all times must be managed by you (or your

Operating Partner) or by a manager who has completed our training program to our satisfaction.

9. RESTAURANT OPERATING STANDARDS.

9.01. Condition of Restaurant. You must maintain the Restaurant's condition and appearance so that it is attractive, clean and efficiently operated. You agree to maintain the Restaurant's condition and appearance and to make such modifications and additions to its layout, decor, and general theme as we require from time to time, including replacement of worn-out or obsolete fixtures, equipment, furniture, signs and utensils, repair of the interior and exterior and appurtenant drive-thru and parking areas and periodic cleaning and redecorating. If at any time the general state of repair, appearance or cleanliness of the Restaurant or its fixtures, equipment, furniture, signs or utensils, does not meet our standards, we may notify you and specify the action you must take to correct such deficiency. If, within 10 days after receiving such notice, you fail or refuse to initiate and thereafter continue in good faith and with due diligence a bona fide program to complete such required maintenance, we have the right (in addition to our rights under Section 14), but not the obligation, to enter the Premises and do such maintenance on your behalf and at your expense. You must promptly reimburse us for such expenses.

You must periodically upgrade and/or remodel the Restaurant pursuant to our plans and specifications, provided, however, we will not require substantial remodeling more often than every 5 years during the Term.

If the Restaurant is damaged or destroyed by fire or other casualty, you must initiate within 30 days (and continue until completion) all repairs or reconstruction to restore the Restaurant to its original condition. If, in our reasonable judgment, the damage or destruction is of such a nature that it is feasible, without incurring substantial additional costs, to repair or reconstruct the Restaurant in accordance with the then standard Charleys Restaurant layout and decor specifications, we may require you to repair or reconstruct the Restaurant in accordance with those specifications.

You may not make any alterations to the Restaurant, nor any replacements, relocations or alterations of fixtures, equipment, furniture or signs, without our approval. We have the right at your expense to rectify any replacements, relocations or alterations not previously approved by us.

9.02. Uniform Image. You agree that the Restaurant will offer for sale food, beverages and other products and services that we determine from time to time to be appropriate for the Restaurant. You further agree that the Restaurant will not, without our approval, offer any products or services (including promotional items) not then authorized by us. The Restaurant may not be used for any purpose other than the operation of a Charleys Restaurant in compliance with this Agreement. You agree that the Restaurant will offer courteous and efficient service and a pleasant ambiance.

9.03. Products and Services. You acknowledge that the reputation and goodwill of Charleys Restaurants is based on, and can be maintained only by, the sale of distinctive high quality products and services. Therefore, you agree that the Restaurant will use and/or offer for sale only food products, beverages, ingredients, uniforms, packaging materials, menus,

forms, labels and other supplies and other products and services that conform to our specifications and quality standards and/or are purchased from suppliers we approve (which may include us and/or any of our Affiliates). We may modify the list of approved brands and/or suppliers. After notice of such modification, you may not reorder any brand or from any supplier which is no longer approved.

If you propose to use any food items, dry goods, fixtures, furniture, equipment, signs or supplies of a type, brand or model, or from a supplier that we have not approved, you must first notify us and submit sufficient information, specifications and samples concerning such item, brand and/or supplier so that we can decide whether such item and/or brand complies with our specifications and standards and/or such supplier meets our approved supplier criteria. For any food items or dry goods, you must complete our Supplier Information form for us to confirm the capability of the proposed supplier before purchasing any product for use in the Restaurant. We have the right to charge reasonable fees to cover our costs. We will notify you of our decision within a reasonable period of time. We may prescribe procedures for the submission of requests for approval and impose obligations on suppliers, which we may require to be incorporated in a written agreement. We may impose limits on the number of suppliers and/or brands for any of the foregoing items.

Subject to the provisions contained in this Section 9.03, you acknowledge and agree that (i) we and/or our Affiliates may receive payments, fees, commission or reimbursements from suppliers and third parties in respect to such purchases, (ii) we and/or our Affiliates may have investments in such suppliers, and (iii) we and/or our Affiliates may profit from your purchases from approved suppliers.

You must maintain at all times an inventory of approved food products, beverages, ingredients and other products sufficient in quantity, quality and variety to realize the Restaurant's full potential.

We may conduct market research to determine consumer trends and salability of new food products and services. You agree to cooperate by participating in our market research programs, test marketing new food products and services in the Restaurant and providing us timely reports and other relevant information regarding such market research. You must purchase a reasonable quantity of such test products and make a reasonable effort to sell them.

9.04. Specifications and Standards. You acknowledge that each and every aspect of the interior and exterior appearance, layout, decor, services, equipment and operation of the Restaurant is important to us and is subject to our specifications and standards. You agree to comply with all mandatory specifications, standards and operating procedures, as modified from time to time (whether contained in the Operations Manual or any other written communication) relating to the appearance, function, cleanliness or operation of a Charleys Restaurant, including: (a) type, quality, taste, weight, dimensions, ingredients, uniformity, and manner of preparation, packaging and sale of food products and beverages; (b) sales procedures and customer service; (c) advertising and promotional programs; (d) appearance and dress of employees; (e) safety, maintenance, appearance, cleanliness, sanitation, standards of service and operation of the Restaurant; (f) days and hours of operation; and (g) bookkeeping, accounting and record keeping systems and forms.

9.05. Compliance With Laws. You must maintain in force in your name all required licenses, permits and certificates relating to the operation of the Restaurant. You must operate the Restaurant in full compliance with all applicable laws, ordinances and regulations. You must notify us in writing within 5 days after: (a) the commencement of any legal or administrative action, or the issuance of any order of any court, agency or other governmental instrumentality, which may adversely affect the development, occupancy or operation of the Restaurant or your financial condition; or (b) the delivery of any notice of violation or alleged violation of any law, ordinance or regulation, including those relating to health or sanitation at the Restaurant.

All of your advertising and promotion must be completely factual and must conform to the highest standards of ethical advertising. In all dealings with us, as well as your customers, suppliers, lessors and the public, you must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business, to the business of other Charleys Restaurants or to the goodwill associated with the Marks.

9.06. Personnel. Except as set forth in the Operations Manual, the Restaurant must at all times be under the direct, on premises supervision of a manager who has completed our training program to our satisfaction and staffed by a sufficient number of competent and properly trained employees. You (or your Operating Partner) at all times must remain active in overseeing the operations of the Restaurant. If the relationship with your Operating Partner terminates, you must promptly hire a successor Operating Partner. Any successor Operating Partner must meet our approval and must successfully complete our training program.

You agree to maintain a competent, conscientious, trained staff in numbers sufficient to promptly service customers, including specified positions and minimum staffing levels that we may establish from time to time in the Operations Manual. Your Restaurant employees that operate as crew members or managers must be active users of our learning management platform as this is the primary vehicle for the delivery of our restaurant training programs. All crew members are required to be properly certified (as defined by us) for the positions in which they work to ensure that brand standards are met. You are solely responsible for all employment decisions and functions for the Restaurant, including, without limitation, those related to hiring, firing, remuneration, personnel policies, training, benefits, insurance, compliance with wage and hour requirements, recordkeeping, and the supervision, direction, and discipline of employees. You must establish at the Restaurant an employee training program meeting our standards.

9.07. Insurance. You are responsible for all loss or damage arising from or related to your development and operation of the Restaurant and all demands or claims with respect to any loss, liability, personal injury, death, property damage or expense occurring upon the premises of, or arising from the development and/or operation of, the Restaurant. You shall maintain in full force and effect throughout the term of this Agreement that insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Restaurant, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, as set forth in the Operations Manual and as specified by your lease or sublease. We, and any entity with an insurable interest

that we designate, shall be an additional insured in such policies to the extent each has an insurable interest.

All insurance policies shall be written by an insurance company or companies satisfactory to us, in compliance with the standards, specifications, coverages and limits set forth in the Operations Manual or otherwise provided to you in writing. We may reasonably increase the minimum coverage required and/or require different or additional kinds of insurance to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. We will provide to you written notice of such modifications, and upon receipt, you shall take prompt action to secure the additional coverage or higher policy limits.

No later than 10 days before you begin construction of the Restaurant, and on each insurance policy renewal date thereafter, you must submit to us evidence of satisfactory insurance and proof of payment. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to us. Upon our request, you must provide to us copies of any policies and policy amendments and riders.

You acknowledge that no requirement for insurance contained in this Agreement constitutes advice or a representation by us that only such policies, in such amounts, are necessary or adequate to protect you from losses in connection with your business under this Agreement. If you fail or refuse to maintain any required insurance coverage, or to furnish satisfactory evidence thereof, we, at our option and in addition to our other rights and remedies hereunder, may obtain such insurance coverage on your behalf. If we do so, you must fully cooperate with us in our effort to obtain such insurance policies and pay us any costs and premiums we incur.

Your obligation to maintain insurance coverage is not diminished in any manner by reason of any separate insurance we may choose to maintain, nor does it relieve you of your obligations under Section 17.02.

9.08. Programs. You agree to participate in and comply with the terms of all marketing, advertising, operating and quality assurance programs and policies required by us for the System (including, without limitation, any Internet-based or other electronic advertising and marketing conducted and prescribed by us), in the manner directed by us in the Operations Manuals or otherwise in writing. Such programs and policies may include, without limitation, any customer loyalty programs, corporate programs, voucher program, customer satisfaction program and all other programs designated by us that do not violate the laws of the state/locality in which the Restaurant is located. We may also establish and coordinate advertising, marketing and sales programs, customer loyalty programs and other activities among Restaurants, including restaurants owned or operated by our Affiliates, on a local or regional basis and you agree to participate in and comply with such programs and activities on the same basis as other participating Restaurants in the same region as the Restaurant. We reserve the right to impose a fee for your failure to participate in such programs and activities.

10. MARKETING AND ADVERTISING.

10.01. Advertising and Promotion Obligation. During the term of this Agreement, you shall have a weekly advertising and promotion obligation ("APO") in an amount up to 5% of the Gross Sales of the Restaurant as set forth in this Section 10. Your APO as of the date of this Agreement is set forth in Exhibit B. Following written notice to you, we may modify the amount and allocation of the APO among the Marketing Fund, local store marketing ("LSM") as described in Section 10.03, or an advertising cooperative in accordance with Section 10.04.

10.02. Charleys Marketing Fund. We have established a Charleys marketing fund ("Marketing Fund") for the enhancement and protection of the System and the Marks, and for the creation and development of advertising, marketing and public relations, research and related programs, activities and materials that we, in our sole discretion deem appropriate. The Marketing Fund shall be administered by us or any successor entity designated by us. You must contribute to the Marketing Fund amounts that we establish from time to time, which are payable weekly together with the royalty fees due hereunder. Your Marketing Fund contribution as of the date of this Agreement is set forth in Exhibit B. Charleys Restaurants that we and our Affiliates own shall contribute to the Marketing Fund on the same basis as comparable franchisees.

Although the Marketing Fund is intended to maximize general recognition and patronage of the Marks for the benefit of all Charleys Restaurants, we cannot assure you that any particular Charleys Restaurant will benefit directly or pro-rata from the placement of advertising. Funds contributed to the Marketing Fund may be used to pay for the cost of preparing and producing materials and campaigns we select, including video, audio and written advertising materials, and for the cost of employing advertising agencies, in-house staff and supporting market research activities. We may furnish you with marketing, advertising and promotional materials at cost, plus any related administrative, shipping, handling and storage charges.

We will account for funds in the Marketing Fund separately from our other funds and will not use these funds to defray any of our general operating expenses, except for reasonable salaries, administrative costs and overhead we may incur in activities related to the administration of the Marketing Fund and its programs, including conducting market research, preparing advertising and marketing materials, travel costs and meeting expenses and collecting and accounting for contributions to the Marketing Fund. All disbursements from the Marketing Fund shall be made first from income and then from contributions. We may spend in any fiscal year an amount greater or less than the aggregate contributions of all Charleys Restaurants to the Marketing Fund in that year, and we may borrow from our affiliates or other lenders to cover deficits in the Marketing Fund or invest any surplus for future use.

We will prepare annually a statement of monies collected and costs incurred by the Marketing Fund and furnish you a copy upon your written request. Except as otherwise expressly provided in this Section, we do not assume any direct or indirect liability or obligation with respect to the maintenance, direction or administration of the Marketing Fund. We do not act as trustee or in any other fiduciary capacity with respect to the

Marketing Fund. We have the right to terminate and discontinue the Marketing Fund at any time, effective upon notice.

10.03. Local Store Marketing. You must spend for approved LSM on a quarterly basis, the difference between our established APO and the amount you contribute to the Marketing Fund or an advertising cooperative. Your required LSM expenditure as of the date of this Agreement is set forth in Exhibit B. Within 30 days after the end of each fiscal quarter, you must provide us or our designee copies of all documentation demonstrating the amount and types of LSM expenditures made by you in the prior fiscal quarter. For these purposes, LSM expenditures include: amounts spent for advertising media, such as television, radio, newspaper, billboards, posters, direct mail, yellow pages, collateral promotional and novelty items, digital or social media advertising, advertising on public vehicles, such as taxis and buses, and, if not provided by us, the cost of producing approved materials necessary to participate in these media. As part of your ongoing marketing efforts and to build up the goodwill of your Restaurant in your community, we have the right to require you to participate in charitable programs and/or fundraising campaigns, all proceeds of which will be donated or used for charitable purposes. Advertising expenditures do not include amounts spent for items which we, in our reasonable judgment, deem inappropriate for meeting the minimum advertising requirement, including permanent on-premises signs and menu boards, lighting, menus, premiums, discounts, loyalty programs, free offers, and employee incentive programs.

If, in any fiscal year, you spend less than the required amount for the Restaurant for authorized LSM expenditures, you must contribute the difference between the required amount and the amount actually spent in that fiscal year to the Marketing Fund within 110 days after demand for payment is sent to you. In determining whether you have spent the required amount for the Restaurant for these purposes in any fiscal year, only expenditures made in that fiscal year will be counted and there will be no carryover from a previous fiscal year of any expenditures.

You must submit to us for our prior approval, samples of all advertising and promotional materials not prepared or previously approved by us and which vary from our standard advertising and promotional materials. You may not use any advertising or promotional materials that we have disapproved. You may not issue any press or other media releases or other communication regarding the Restaurant without our prior written consent.

We have the right to establish local and/or regional advertising cooperatives for Charleys Restaurants in your local or regional area, covering such geographical areas as we may designate from time to time. You must participate in such advertising cooperative(s) and their programs (other than price advertising, as to which you may choose not to participate) and abide by its by-laws. You must contribute such amounts to the advertising cooperative(s) as they determine from time to time in accordance with their by-laws. Any Charleys Restaurants owned by us or any of our Affiliates located in such designated local or regional area(s) will contribute to the cooperative(s) on the same basis. Contributions to such local and regional advertising cooperatives are credited toward your APO required by Section 10.01; however, if we provide you and your local and/or regional advertising cooperative 90 days' notice of a special regional promotion, you must participate in such promotion and pay to us any regional advertising fees assessed in connection therewith, beginning on the effective date of such notice and continuing until such regional promotion is concluded. Any

such special regional advertising fees shall be in addition to, and not credited towards, the 5% APO required by this Section.

You agree not to promote, offer or sell any products or services relating to your Restaurant, or to use any of the Marks, through the Internet, any Web site or any other similar future technological avenues without our consent, which consent may be withheld for any reason or no reason. In connection with any such consent, we may establish such requirements as we deem appropriate, including (a) obtaining our prior written approval of any Internet domain name and home page addresses and social networking sites; (b) submission for our approval of all Web site and social networking pages, materials and content; (c) use of all hyperlinks and other links; (d) restrictions on use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has any ownership interest; and (e) obtaining our prior written approval of any modifications.

10.04. Changes in the APO. We have the right, following written notice to you, to reallocate and/or increase the APO. We may not increase the APO above 5% of Gross Sales; however, this limitation on us does not prevent the Restaurant's advertising cooperative from requiring a special regional promotional expenditure, that when added to your Marketing Fund contribution, advertising cooperative contribution and LSM expenditures, results in a total APO in excess of 5% of Gross Sales.

11. RECORDS AND REPORTS.

11.01. Records. You agree to prepare and to maintain for 5 years complete and accurate books, records (including invoices and records relating to your advertising expenditures) and accounts (using our standard chart of accounts) for the Restaurant, copies of your sales tax returns and such portions of your state and federal income tax returns as relate to the Restaurant. All such books and records shall be kept at the Premises, unless we otherwise approve.

11.02. Computer and Point of Sale Systems. You must purchase or lease, and thereafter maintain, such computer hardware and software including a point of sale system, required dedicated telephone, cable, satellite, wireless and communications capabilities, and power lines, modem(s), printer(s), and other computer-related accessories or peripheral equipment as we approve, for the purpose of, among other functions, recording sales data, customer data and other record keeping and central functions. You must record all sales on point of sale system designated or approved by us. We may require you to use our designated vendors to install your point of sale system at the Restaurant.

Your computer and point of sale systems must be fully compatible with our computer system and include an information interface capability to communicate electronically with our computer system. We have the right to use the data we collect for any purpose. If we require you to use proprietary software, you agree to execute and comply with such software license agreements as we deem necessary to protect our interests, and you agree to pay such license, training, and maintenance fees as we deem reasonably appropriate.

In view of the contemplated interconnection of computer and point of sale systems and the necessity that such systems be compatible with each other, you agree that you will strictly comply with our standards and specifications for all items associated with your computer and

point of sale systems, incorporate any software or hardware required to perform the tasks described in this Section 11.02, and otherwise operate your computer and point of sale systems in accordance with our standards and specifications. In addition to other requirements of this Agreement to provide us with information and reports, you agree to provide us with the information that we reasonably require concerning your compliance with respect to data, privacy, and cybersecurity requirements.

To ensure full operational efficiency and optimum communication capability between and among computer systems, point of sale systems, and accounting systems installed by you, us, and other franchisees, you agree, at your expense, to keep your computer and point of sale systems in good maintenance and repair, and, at your expense to promptly install such upgrades, additions, changes, modifications, substitutions, and/or replacements to your computer hardware, software, point of sale system, network/connectivity devices and configurations, payment card industry (PCI) compliance, telephone and other communications systems, and power lines, and other computer-related facilities, as we direct.

11.03. Periodic Reports. You must furnish us: (a) no later than Tuesday of each Week, a report of Gross Sales for the immediately preceding Week; (b) no later than the 15th day following the end of each Monthly Period, which is each 4 or 5 Week period conforming to our Fiscal Year, an income statement and statement of cash flow for the Restaurant for such Monthly Period and for the year-to-date and a balance sheet as of the end of such month; (c) within 90 days after the end of each Fiscal Year, a year-end balance sheet and income statement and statement of cash flow of the Restaurant for such Fiscal Year, reflecting all year-end adjustments and accruals; and (d) such other information as we may require from time to time, including food and labor cost reports, profit and loss statements, sales and income tax statements, and restaurant development costs.

You must verify that the information in each such report and financial statement is complete and accurate and sign it. We have the right to disclose data from such reports and statements if we consider disclosure advisable. We reserve the right to require that your annual financial statements be audited, at your expense, by an independent certified public accountant approved by us.

12. INSPECTIONS OF THE RESTAURANT.

12.01. Inspections. We and our designated agents have the right at any reasonable time and without prior notice to: (a) inspect the Restaurant; (b) observe, photograph, record, audio-tape and/or video tape the operations of the Restaurant; (c) remove samples of any food and beverage products, materials or supplies for testing and analysis; and (d) interview personnel and customers of the Restaurant. You agree to cooperate fully with such activities. If the inspection reveals deficiencies in the operation of the Restaurant or your failure to conform to the Operations Manual, as determined in our sole discretion, you shall, at our discretion: (a) upon our or our designated agent's written request, take such steps as may be necessary to correct such deficiencies within the time specified by us and provide our representatives with lodging, without charge, and reimburse us for the travel expenses incurred by such representatives in subsequent evaluations to determine whether all deficiencies have been corrected and/or (b) pay such fees as are imposed by our then-current quality assurance program(s).

12.02. Audits. We have the right at any time during business hours, and without prior notice to you, to inspect, copy and audit the books, records, tax returns and documents relating to the development, ownership, lease, occupancy or operation of the Restaurant. You must cooperate fully with our representatives and independent accountants conducting such audits. If any inspection or audit discloses an understatement of Gross Sales, you must pay us, within 7 days after receipt of the audit report, the royalty fees and Marketing Fund contributions due on the amount of such understatement, plus interest (as provided in Section 6.05) from the date originally due until the date of payment. Further, if such inspection or audit is made necessary by your failure to furnish reports, records or information on a timely basis, or if we determine an understatement of Gross Sales for the period of any audit to be greater than 1%, you must reimburse us for the cost of such audit or inspection, including the charges of any attorneys and independent accountants and the travel expenses, room and board and compensation of our employees.

13. FRANCHISEE'S RIGHT TO TRANSFER.

13.01. GEI's Approval. The rights and duties created by this Agreement are personal to you or, if you are a business corporation, partnership, limited liability company or other legal entity, your Owners. Accordingly, neither you nor any of your Owners may Transfer the Franchise without our approval and without complying with all of the provisions of Section 13. Any Transfer without such approval or compliance constitutes a breach of this Agreement and is void and of no force or effect.

In this Agreement, "Transfer" or "Transfer the Franchise" – or similar words – means the direct or indirect sale, assignment, transfer, exchange, conversion, license, sublicense, lease, sublease, mortgage, pledge, collateral assignment, grant of a security, collateral or conditional interest or other encumbrance in or on, or other disposition, whether voluntary, involuntary, by operation of law or otherwise, of this Agreement, any interest in or right under this Agreement, any form of legal or beneficial ownership interest in you, or any form of ownership interest or right to participate in or receive the benefit of the assets, revenues, income or profits of your Restaurant, or any one or more other acts or events not covered by the foregoing that we reasonably determine to be a form of direct or indirect transfer, including:

(1) any transfer, redemption or issuance of a legal or beneficial ownership interest in the capital stock of, a membership interest in, or a partnership interest in, you or of any interest convertible into or exchangeable for capital stock of, a membership interest in or a partnership interest in, you;

(2) any merger or consolidation between you and another entity, whether or not you are the surviving entity, or any conversion of your entity from one form of legal entity into another form of legal entity, or any sale, exchange, encumbrance or other disposition of your assets;

(3) any transfer in connection with or as a result of a divorce, dissolution of marriage or similar proceeding or a property settlement or legal separation agreement in the context of a divorce, dissolution or marriage or similar proceeding, an insolvency, bankruptcy or assignment for benefit of creditors, a judgment, a corporate, limited liability company or partnership dissolution or otherwise by operation of law;

(4) any transfer by gift, declaration of trust, transfer in trust, revocation of trust, trustee succession, trust termination, discretionary or mandatory trust distribution, occurrence of any event (e.g., death of a person) that affects or ripens the rights of contingent beneficiaries, exercise of a power of appointment, exercise of a withdrawal right, adjudication of your or any Owner as legally disabled, or upon or after your death or the death of any of your Owners by will, disclaimer of the laws of intestate succession or otherwise; or

(5) any foreclosure upon your Restaurant or the transfer, surrender or loss by you of possession, control or management of your Restaurant.

13.02. Conditions for Approval. If we have not exercised our right of first refusal under Section 13.06, we will not unreasonably withhold our approval of a Transfer of the Franchise that meets all of the reasonable restrictions, requirements and conditions we impose on the Transfer, the transferor(s) and/or the transferee(s), including the following:

(1) you have completed development of the Restaurant and are operating the Restaurant in accordance with this Agreement;

(2) you and your Owners and Affiliates are in compliance with the provisions of this Agreement and all other agreements with us or any of our Affiliates;

(3) the proposed transferee, or its Owners (if the proposed transferee is a legal entity), must provide us on a timely basis all information we request, must be individuals acting in their individual capacities who are of good character and reputation, who must have sufficient business experience, aptitude and financial resources to operate the Restaurant, and who must otherwise meet our approval;

(4) the transferee (or its operating partner) and its managers must have completed our initial training program to our satisfaction;

(5) the transferee (and its owners) must agree to be bound by all of the provisions of this Agreement for the remainder of its term or, at our option, execute our then current standard form of franchise agreement and related documents used in the state in which the Restaurant is located for a term which is the remainder of the term of this Agreement (which may provide for different royalty fees, Marketing Fund contributions and expenditures, duration and other rights and obligations than those provided in this Agreement and which we may require to be guaranteed by you and your Owners);

(6) the transferee must pay us a transfer fee equal to the greater of $10,000 or our costs incurred in connection with the Transfer;

(7) you and your Owners and Affiliates must, except to the extent limited or prohibited by applicable law, execute a general release, in form and substance satisfactory to us, of any and all claims against us and our Affiliates, stockholders, officers, directors, employees, agents, successors and assigns;

(8) we must not have disapproved the material terms and conditions of such Transfer (including the price and terms of payment) on the basis that they are so burdensome

as to be likely, in our judgment, to adversely affect the transferee's operation of the Restaurant or its compliance with its franchise agreements;

(9) if you (or any of your Owners or Affiliates) finance any part of the sale price of the transferred interest, you and/or your Owners or Affiliates must agree that all obligations of the transferee, and security interests reserved by any of them in the assets of the Restaurant, will be subordinate to the transferee's obligations to pay all amounts due us and our Affiliates and to otherwise comply with this Agreement or the new franchise agreement executed by the transferee;

(10) you and your Owners must execute a noncompetition covenant, in form and substance satisfactory to us, in favor of us and the transferee agreeing that, for a period of 2 years, starting on the effective date of the Transfer, you and your Owners will not directly or indirectly (such as through members of your or their Immediate Families) own any legal or beneficial interest in, or render services or give advice to: (1) any Competitive Business that is located at the Premises or within a 3-mile radius of the Premises; (2) any Competitive Business that is located within a 3-mile radius of any other Charleys Restaurant in operation or under construction as of the effective date of such Transfer; or (3) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business; and

(11) you and your Owners and Affiliates must execute such other documents and do such other things as we may reasonably require to protect our rights under this Agreement and under any area development agreement.

13.03. Effect of Approval. Our approval of a Transfer of the Franchise does not constitute: (a) a representation as to the fairness of the terms of any agreement or arrangement between you or your Owners and the transferee or as to the prospects of success of the Restaurant by the transferee; or (b) a release of you and your Owners, a waiver of any claims against you or your Owners or a waiver of our right to demand the transferee's exact compliance with this Agreement. Any approval shall apply only to the specific Transfer of the Franchise being proposed and shall not constitute an approval of, or have any bearing on, any other Transfer of the Franchise.

13.04. Special Transfers. Neither Section 13.02(1), (3), (5) or (6) nor Section 13.06 shall apply to any Transfer of the Franchise among any of your then current Owners. Neither Section 13.02(6) or (8) nor Section 13.06 shall apply to any Transfer of the Franchise to your Immediate Family or the Immediate Family of one of your then-current Owners (if a business corporation, partnership, limited liability company or other entity). On 30 days' prior notice to us, you (if you are an individual or partnership) may Transfer this Agreement, in conjunction with a Transfer of all of the assets of the Restaurant, by an agreement in form and substance approved by us, to a corporation or limited liability company which conducts no business other than the Restaurant (and other Charleys Restaurants under franchise agreements granted by us), and of which you own and control all of the equity and voting power of all issued and outstanding capital stock or membership interests. None of the foregoing assignments shall relieve you or your Owners of your respective obligations hereunder, and you and your Owners remain jointly and severally liable for all obligations hereunder.

13.05. Death or Disability of Franchisee. Upon your death or permanent disability, or the death or permanent disability of the Operating Partner or an Owner of a controlling interest in Franchisee, the executor, administrator or other personal representative of such person shall Transfer their interest in this Agreement or their interest in Franchisee to a third party approved by us in accordance with all of the applicable provisions of Section 13 within a reasonable period of time, not to exceed 3 months from the date of death or permanent disability. A person shall be deemed to have a "permanent disability" if his personal, active participation in the development and operation of the Restaurant is for any reason curtailed for a continuous period of 6 months.

13.06. GEI's Right of First Refusal. If you or any of your Owners desire to Transfer the Franchise (other than by gift or bequest), you or such Owner must obtain a bona fide, executed written offer and earnest money deposit in the amount of at least 5% of the offering price from a responsible and fully disclosed purchaser and must deliver immediately to us a complete and accurate copy of such offer. If the offeror proposes to buy any other property or rights from you or any of your Owners or Affiliates (other than rights under other franchise agreements for Charleys Restaurants) as part of the bona fide offer, the proposal for such property or rights must be set forth in a separate, contemporaneous offer that is disclosed to us, and the price and terms of purchase offered to you or your Owners for the Transfer of the Franchise must reflect the bona fide price offered therefor and may not reflect any value for any other property or rights.

We have the option, exercisable by notice delivered to you or your Owners within 30 days from the date of delivery of a complete and accurate copy of such offer to us, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that: (a) we may substitute cash for any form of payment proposed in such offer; (b) our credit shall be deemed equal to the credit of any proposed purchaser; and (c) we will have not less than 90 days from the option exercise date to consummate the transaction. We have the right to investigate and analyze the business, assets and liabilities and all other matters we deem necessary or desirable in order to make an informed investment decision with respect to the fairness of the terms of our right of first refusal. We may conduct such investigation and analysis in any manner we deem reasonably appropriate, and you and your Owners must cooperate fully with us in connection therewith.

If we exercise our option to purchase, we are entitled to purchase such interest subject to all representations and warranties, releases, non-competition covenants, closing documents and indemnities as we reasonably may require. If we do not exercise our option to purchase, you or your Owners may complete the sale to such offeror pursuant to and on the exact terms of such offer, subject to our approval of the Transfer as provided in Sections 13.01 and 13.02, provided that if the sale to such offeror is not completed within 90 days after delivery of such offer to us, or if there is a material change in the terms of the offer, you must promptly notify us and we will have an additional option to purchase (on the terms of the revised offer, if any, and otherwise as set forth herein) during the 30 day period following your notification of the expiration of the 90 day period or the material change to the terms of the offer.

14. TERMINATION OF AGREEMENT.

14.01. Automatic Termination. You are in material breach of this Agreement, and this Agreement will automatically terminate without notice, at our discretion, if you become insolvent by reason of your inability to pay your debts as they mature; if you are adjudicated bankrupt or insolvent; if you file a petition in bankruptcy, reorganization or similar proceedings under the bankruptcy laws of the United States or have such a petition filed against you which is not discharged within 30 days; if a receiver or other custodian, permanent or temporary, is appointed for your business, assets, property; if you request the appointment of a receiver or make a general assignment for the benefit of creditors; if final judgment against you in the amount of $25,000 or more remains unsatisfied of record for 30 days or longer; if your bank accounts, property or accounts receivable are attached; if execution is levied against your business or property; if suit is filed to foreclose any lien or mortgage against any of your assets and such suit is not dismissed within 30 days; if you voluntarily dissolve or liquidate or have a petition filed for corporate or partnership dissolution and such petition is not dismissed within 30 days; or if your assets, property or interests are "blocked" under any law or regulation relating to terrorist activities or if you are otherwise in violation of any such law or regulation.

14.02. Termination Upon Notice Without Opportunity to Cure. In addition to our right to terminate pursuant to other provisions of this Agreement and under applicable law, you will be deemed to be in default under this Agreement, and we will have the right to terminate this Agreement and all rights granted under this Agreement, without affording you any opportunity to cure the default, effective immediately upon the delivery of our written notice of termination to you, if you or any of your Owners or Affiliates:

(1) fail to open the Restaurant and start business, as provided in Section 3.04;

(2) abandon or fail to actively operate the Restaurant for 3 consecutive days, except where such failure to actively operate results solely from events constituting force majeure;

(3) surrender or transfer control of the operation of the Restaurant without our prior consent;

(4) make any material misstatement or omission in an application for a Charleys franchise or in any other information provided to us;

(5) suffer cancellation or termination of the lease or sublease for the Restaurant;

(6) are convicted of, or plead no contest to, a felony or other crime or offense, or engage in other conduct, that we reasonably believe may adversely affect the goodwill associated with the Marks;

(7) make an unauthorized Transfer of the Franchise or fail to Transfer the Franchise or the interest of a deceased or disabled principal Owner of Franchisee as herein required;

(8) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Operations Manual in violation of this Agreement;

(9) fail or refuse to comply with any mandatory specification, standard or operating procedure prescribed by us in this Agreement or in the Operations Manual relating to the cleanliness or sanitation of the Restaurant or the wholesomeness of food products served at the Restaurant, or violate any health, safety or sanitation law, ordinance or regulation, and do not correct such failure, refusal or violation within 24 hours after written notice thereof is delivered to you;

(10) commit 3 or more defaults under this Agreement within any period of 12 consecutive months, whether or not such default is cured after notice is delivered to you;

(11) remain in default beyond the applicable cure period under any other agreement with us or our Affiliates (provided that, if the default is not by you, we shall provide to you written notice of the default and a 30-day period to cure the default); remain in material default beyond the applicable cure period under any real estate lease, equipment lease, financing instrument or supplier contract relating to the Restaurant; or fail to pay when due any taxes or assessments relating to the Restaurant or its employees, unless you are actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

14.03. Termination With Notice and Opportunity to Cure. Except as otherwise provided above in Sections 14.01 and 14.02 above, if you fail to comply with any other provision of this Agreement or any mandatory specification, standard or operating procedure prescribed by us in this Agreement or in the Operations Manual, we may terminate this Agreement by giving you written notice of termination stating the nature of the default at least 30 days before the effective date of termination; provided, however, that you may avoid termination by immediately initiating a remedy to cure such default, curing it to our satisfaction, and by promptly providing proof of the cure to us, all within the 30 day period. If any such default is not cured within the specified time (or such longer period as applicable law may require), then this Agreement shall terminate without further notice to you effective immediately upon the expiration of the 30 day period or such longer period as applicable law may require.

Notwithstanding the provisions of preceding paragraph, if you fail to accurately report Gross Sales or pay any amounts due to us or any of our Affiliates within 5 days after receiving written notice of default, then this Agreement will terminate effective immediately upon expiration of that time, unless we notify you otherwise in writing.

15. RENEWAL RIGHTS.

15.01. Your Right To Renew. You have the right, subject to the conditions contained in Section 15, to renew the franchise for the Restaurant on the terms and conditions of our then current form of franchise agreement for Charleys Restaurants, if upon expiration of the Term: (a) you and your Owners and Affiliates are in compliance with this Agreement and any other agreements with us or any of our Affiliates, and you and your Owners have been

in substantial compliance with this Agreement throughout the Term; and (b) you maintain the right to possession of the Premises for the term of the new franchise agreement and enter into an agreement with us whereby you agree within a specified time period, starting on the signing of a new franchise agreement, to remodel the Restaurant, add or replace improvements, fixtures, furnishings, equipment and signs and otherwise modify the Restaurant to upgrade the Restaurant to the specifications and standards then applicable for new Charleys Restaurants. You will be obligated to pay our then-current standard renewal franchise fee for a Charleys Restaurant, which currently is $10,000.

15.02. Notices. You must give us written notice of your desire to renew the franchise at least 180 days prior to the expiration of this Agreement. We will give you notice, not later than 60 days after receipt of your notice, of our decision whether or not you have the right to renew the franchise pursuant to Section 15.01. Notwithstanding any notice of our decision that you have the right to renew the franchise for the Restaurant, your right will be subject to your continued compliance with all the provisions of this Agreement up to the date of its expiration.

15.03. Agreements. If you have the right to renew the franchise in accordance with Section 15.01 and state your desire to exercise that right in accordance with Section 15.02, we and you (and your Owners) will execute the form of franchise agreement (which may contain provisions, including royalty fees and Marketing Fund contributions, materially different from those contained herein) and all ancillary agreements (including, personal guarantees by your Owners and a remodeling agreement on such terms as we determine to be appropriate) which we then customarily use in granting franchises for the operation of Charleys Restaurants, and you and your Owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our Affiliates, officers, directors, employees, agents, successors and assigns. Failure by you (and your Owners) to sign such agreements and releases (and to pay the required renewal franchise fee) within 30 days after delivery to you shall be deemed an election by you not to renew the franchise for the Restaurant.

16. EFFECT OF TERMINATION OR EXPIRATION.

16.01. Payment of Amounts Owed to Us. Within 30 days after the effective date of termination or expiration (without renewing the franchise) of this Agreement, you must pay us and our Affiliates all royalty fees, Marketing Fund contributions, amounts owed for purchases from us or our Affiliates, interest due on any of the foregoing and all other amounts owed to us or our Affiliates which are then unpaid.

16.02. Discontinue Use of Marks and Confidential Information.

Upon the termination or expiration (without renewing the franchise) of this Agreement, you will:

(1) not directly or indirectly at any time or in any manner use any Mark, any colorable imitation of any Mark or any other indicia of a Charleys Restaurant;

(2) take such action as may be required to cancel all fictitious or assumed name registrations relating to your use of any Mark;

(3) notify the telephone company and all telephone directory publishers of the termination or expiration of your right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark and to authorize transfer of the number to us or at our direction;

(4) if we do not exercise our right to purchase the Restaurant pursuant to Section 16.04, promptly remove from the Premises, and discontinue using for any purpose, all signs, fixtures, furniture, decor items, advertising materials, forms and other materials and supplies which display any of the Marks or any distinctive features, images, or designs associated with Charleys Restaurants (including wallpaper, signage, graphics, photos, tiles, perimeter design lighting, menu board, awnings) and, at your expense, make such alterations as may be necessary (and as we may require) to distinguish the Premises so clearly from its former appearance as a Charleys Restaurant and from other Charleys Restaurants as to prevent any possibility of confusion by the public;

(5) immediately cease to use all Confidential Information and return to us all copies of the Operations Manual and any other confidential materials which have been provided to you;

(6) immediately discontinue any mode of communications on the Internet directly or indirectly relating to your Restaurant, including any electronic identifiers including social networking sites, email addresses, Web sites or pages associated with your Restaurant, and immediately take all steps required by us to transfer any domain name associated with your Restaurant to us (such as executing a Registrant Name Change Agreement with the applicable Registrar). You irrevocably appoint the person who is then our president as your duly authorized agent and attorney-in-fact to execute all instruments and take all steps to transfer such domain names;

(7) immediately cease to use all computer software licensed by us or any of Affiliates and comply with your obligations under any software license agreements; and

(8) within 30 days after the effective date of termination or expiration, furnish us evidence satisfactory to us of your compliance with the foregoing obligations.

16.03. Liquidated Damages If you default on your obligations and we terminate this Agreement prior to the expiration of the term of this Agreement, it is hereby agreed by the parties that the amount of damages which we would incur for any such termination of this Agreement would be difficult, if not impossible, to accurately ascertain. Accordingly, within thirty (30) days after the effective date of termination of this Agreement you shall pay to us, in addition to the amounts owed under Section 16.01 above, liquidated damages, which shall be calculated as the product of: (a) the total royalty fees that you were obligated to pay us based on the Gross Sales of the Restaurant during the one (1) year period prior to termination (or, if the Restaurant was open for less than one (1) year, the total royalty fees that you were obligated to pay us based on the Gross Sales of the Restaurant during the period of time that the Restaurant was in operation); (b) multiplied by three (3) (unless there are less than three (3) years remaining in the term of this Agreement at the time of termination, in which case the royalty fees shall be multiplied by the number of years, or portion of years, remaining). These liquidated damages shall not to be construed as a penalty and shall be the joint and several liability of you and your guarantors. The parties acknowledge and agree that: (1) the

liquidated damages are a reasonable estimation of the damages that would be incurred by us resulting from or arising out of the premature termination of this Agreement; and (2) your payment of such liquidated damages is intended to fully compensate us only for any and all damages related to or arising out of the premature termination of this Agreement, and shall not constitute an election of remedies, waiver of any default under this Agreement, nor waiver of our claim for other damages and/or equitable relief arising out of your breach of this Agreement. The imposition of liquidated damages shall be at our option. We are not required to impose liquidated damages and may, in addition or in lieu thereof, pursue other remedies available to us under the terms and conditions of this Agreement, in equity or at law in the event of your default under this Agreement, including actual damages incurred by us, if such can be ascertained. All such remedies shall be cumulative and non-exclusive.

16.04. Option to Purchase Restaurant. Upon termination or expiration (without renewing the franchise) of this Agreement, we have the right, exercisable by giving notice thereof ("Appraisal Notice") within 10 days after the date of such termination or expiration, to require that a determination be made of the "Agreed Value" (as defined below) of all the personal property used in the Restaurant which you own, including inventory of non-perishable products, materials, supplies, furniture, equipment, signs, but excluding any cash and short-term investments and any items not meeting our specifications for Charleys Restaurants (the "Purchased Assets"). Upon such notice, you may not sell or remove any of the personal property of the Restaurant from the Premises and must give us, our designated agents and the "Appraiser" (as defined below) full access to the Restaurant and all of your books and records at any time during customary business hours in order to conduct inventories and determine the purchase price for the Purchased Assets.

The Agreed Value shall be determined by consultation between you and us. If you and we are unable to agree on the Agreed Value of the Purchased Assets within 15 days after the Appraisal Notice, then the Agreed Value will be as follows: (a) in the event of an expiration (without renewing the franchise) of this Agreement, the Agreed Value shall be the "Fair Market Value," consisting of the amount which an arm's length purchaser would be willing to pay for the Purchased Assets, assuming that the Purchased Assets would be used for the operation of a Charleys Restaurant under a valid franchise agreement reflecting the then-current (or if we are not offering franchises at that time, then the most recent) standard terms upon which we offer franchises for Charleys Restaurants, less the cost of any required remodeling; and (b) in the event of any termination of this Agreement, the Agreed Value shall be the lesser of the Appraised Asset Value (as defined below) and the Net Book Value (as defined below).

The "Appraised Asset Value" shall be the amount which an arm's length purchaser would be willing to pay for the Purchased Assets, considering their age and condition and without reference to their use in a Charleys Restaurant. The "Net Book Value" shall be the net book value of the Purchased Assets, as reflected on your books and records, provided all capital assets will be depreciated on a straight line basis over a reasonable period of time not to exceed 5 years, without residual value. The Fair Market Value, the Appraised Asset Value and/or Net Book Value will be determined by a member of a nationally recognized accounting firm (other than a firm which conducts audits of our financial statements) selected by us who has experience in the valuation of restaurant businesses (the "Appraiser"). We will notify you of the identity of the Appraiser, who will make a determination and submit a written report ("Appraisal Report") to you and us as soon as practicable, but in no event more than

30 days after his or her appointment. You agree to promptly provide the Appraiser with such books and records as he or she may require, which you represent and warrant to be complete and accurate. In absence of such books and records or if the Appraiser is not satisfied with their completeness or accuracy, the Appraiser may make the determination of the Agreed Value on the basis of other sources and information he or she deems appropriate. The Appraiser's determination shall be final and binding on the parties hereto.

We have the option, exercisable by delivering notice thereof within 15 days after submission of the Appraisal Report (or the date that an agreement is reached, if the parties agree to the Agreed Value), to agree to purchase the Purchased Assets at the Agreed Value. We shall have the unrestricted right to assign this option to purchase separate and apart from the remainder of this Agreement.

If we exercise our option to purchase, 50% of the purchase price for the Purchased Assets will be paid in cash at the closing, which will occur at the place, time and date we designate, but not later than 30 days after the exercise of our option to purchase the Purchased Assets. At the closing, we will be entitled to all representations, warranties, covenants, title insurance policies and other closing documents and post-closing indemnifications as we reasonably require, including: (a) instruments transferring good and merchantable title to the Purchased Assets, free and clear of all liens, encumbrances, and liabilities, to us or our designee, with all sales and other transfer taxes paid by you; and (b) an assignment of all leases of personal property and real estate used in the operation of the Restaurant, including land, building and/or equipment (or if an assignment is prohibited, a sublease to us or our designee for the full remaining term and on the same terms and conditions as your lease, including renewal and/or purchase options), provided, however, that if any of your Owners or Affiliates directly or indirectly owns the land and/or building of the Restaurant, then you will, at our option, cause such Owner or Affiliate to grant to us a lease at reasonable and customary rental rates and other terms prevailing in the community where the Restaurant is located. Any dispute concerning the rental rates and terms of such lease shall be resolved by the Appraiser. 25% of the purchase price (plus accrued and unpaid interest on the unpaid balance, at the Prime Rate, as defined below, from and after the closing date) shall be payable on the first anniversary of the closing date, and the remaining 25% of the purchase price (plus accrued and unpaid interest on the unpaid balance, at the Prime Rate, from and after the closing date) shall be payable on the second anniversary of the closing date. The "Prime Rate" shall be the published prime rate as of the date of closing of any national bank we select.

If you cannot deliver clear title to all of the assets, or if there are other unresolved issues, the closing of the sale may, at our option, be accomplished through an escrow on such terms and conditions as we deem appropriate, including the making of payments, to be deducted from the purchase price, directly to third parties in order to obtain clear title to any of the Purchased Assets. Further, you and we shall comply with any applicable Bulk Sales provisions of the Uniform Commercial Code as enacted in the state where the Premises are located and all applicable state and local sales and income tax notification and/or escrow procedures. We have the right to set off against and reduce the purchase price by any and all amounts owed by you or any of your Owners or Affiliates to us or any of our Affiliates.

Upon delivery of the Appraisal Notice and pending (a) determination of Fair Market Value, (b) our option period, and (c) the closing of the purchase, we may authorize continued

temporary operations of the Restaurant pursuant to the terms of this Agreement, subject to the supervision and control of one or more of our appointed managers.

16.05. Continuing Obligations. All obligations under this Agreement which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect until they are satisfied in full or by their nature expire.

17. RELATIONSHIP OF THE PARTIES.

17.01. Independent Contractors.

Neither this Agreement nor the dealings of the parties pursuant to this Agreement shall create any fiduciary relationship or any other relationship of trust or confidence between the parties hereto. GEI and Franchisee, as between themselves, are and shall be independent contractors.

We and you acknowledge and agree that this Agreement (and the relationship of the parties which arises from this Agreement) grants us the right to make decisions, take actions and/or refrain from taking actions not inconsistent with your explicit rights and obligations hereunder that may affect favorably or adversely your interests. You understand and agree that we may operate and change the System and our business in any manner that is not expressly and specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make our decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including our judgment of what is in the best interests of our franchise network, at the time our decision is made, without regard to: (a) whether other reasonable or even arguably preferable alternative decisions or actions could have been made by us; (b) whether our decision or the action we take promotes our financial or other individual interest; (c) whether our decision or the action we take applies differently to you and one or more other franchisees; or (d) whether our decision or the exercise of our rights is adverse to your individual interests or the individual interests of any other particular franchisees. We will have no liability to you for any such decision or exercise of our rights.

Nothing contained in this Agreement, or arising from the conduct of the parties hereunder, is intended to make either party a general or special agent, joint venturer, joint employer, integrated enterprise, partner or employee of the other for any purpose whatsoever. Nothing in this Agreement is intended, nor may anything in this Agreement be construed, to state or imply that we are the employer or joint employer of your employees and/or independent contractors, nor that you are the employer or joint employer of our employees and/or independent contractors. You must conspicuously identify yourself in all dealings with customers, lessors, contractors, suppliers, public officials, employees and others as the owner of the Restaurant and must place such other notices of independent ownership on such forms, business cards, stationery, advertising and other materials as we may require from time to time.

You may not make any express or implied agreements, warranties, guarantees or representations or incur any debt in our name or on our behalf or represent that the

relationship of the parties hereto is anything other than that of independent contractors. We will not be obligated by or have any liability under any agreements made by you with any third party or for any representations made by you to any third party. We will not be obligated for any damages to any person or property arising directly or indirectly out of the operation of your business hereunder.

17.02. Indemnification. You agree to indemnify us, our Affiliates and our respective directors, officers, employees, shareholders, members, agents, successors and assigns (collectively "indemnitees"), and to hold the indemnitees harmless to the fullest extent permitted by law, from any and all losses and expenses (as defined below) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether it is reduced to judgment) or any settlement thereof which arises directly or indirectly from, or as a result of, a claim of a third party against any one or more of the indemnitees in connection with (a) your failure to perform or breach of any covenant, agreement, term or provision of this Agreement, (b) your breach of any representation or warranty contained in this Agreement, (c) the marketing, promotion, advertisement or sale of any of the products and services offered by your Restaurant pursuant to this Agreement, including unfair or fraudulent advertising claims (whether in print advertising or electronic media), and product liability claims, (d) your development, ownership, operation and/or closing of your Restaurant, (e) your noncompliance or alleged noncompliance with any law, ordinance, rule or regulation including any allegation that we or another indemnitee is a joint employer or otherwise responsible for your acts or omissions relating to your employees; and (f) any allegedly unauthorized service or act rendered or performed in connection with this Agreement, (collectively "event") and regardless of whether it resulted from any strict or vicarious liability imposed by law on the indemnitees.

The foregoing indemnity shall apply even if it is determined that the indemnitees' negligence caused such loss, liability or expense, in whole or in part, provided, however, that this indemnity will not apply to any liability arising from a breach of this Agreement by the indemnitees or the gross negligence or willful acts of the indemnitees (except to the extent that joint liability is involved, in which event the indemnification provided herein will extend to any finding of comparative or contributory negligence attributable to you).

The term "losses and expenses" includes compensatory, exemplary, and punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses.

We agree to give you reasonable notice of any event of which we become aware for which indemnification may be required and we may elect (but are not obligated) to direct the defense thereof, provided that the selection of counsel shall be subject to your consent, which consent shall not be unreasonably withheld or delayed. We may, in our reasonable discretion, take such actions as we deem necessary and appropriate to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereto as may be necessary for the protection of indemnitees or Charleys Restaurants generally, provided however, that any settlement shall be subject to your consent, which consent shall not be unreasonably withheld or delayed. Further, notwithstanding the foregoing, if the insurer on a policy or

policies obtained in compliance with your Franchise Agreement agrees to undertake the defense of an event (an "Insured Event"), we agree not to exercise our right to select counsel to defend the event if such would cause your insurer to deny coverage. We reserve the right to retain counsel to represent us with respect to an Insured Event at our sole cost and expense.

This Section 17.02 shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

17.03. Taxes. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon the Restaurant, your property or upon us, in connection with sales made or business conducted by you (except for any income taxes imposed on our income). Payment of all such taxes shall be your responsibility. In the event of a bona fide dispute as to your liability for taxes, you may contest your liability in accordance with applicable law. In no event, however, will you permit a tax sale, seizure, or attachment to occur against the Restaurant or any of its assets.

18. ENFORCEMENT.

18.01. Arbitration. Subject to Section 18.02, all controversies, disputes, or claims between us, any of our Affiliates, or any of our and their respective officers, directors, agents (including area representatives), employees and attorneys, and you, any of your Affiliates or any of your or their respective Owners, arising from or relating to this Agreement, including the scope and validity of any provision of this Agreement (such as this Section 18.01), shall on demand of either party be submitted for arbitration to the offices of the American Arbitration Association ("AAA") located closest to our principal offices at the time of such demand. The arbitration shall be governed exclusively by the United States Arbitration Act (9 U.S.C. § 1, et seq.), without reference to any state arbitration statutes. The parties agree that, in connection with any such arbitration proceeding, each shall submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedures) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding shall be barred. The arbitration proceedings shall be conducted in the city closest to our principal place of business (currently, Columbus, Ohio) and shall be conducted in accordance with the then-current commercial arbitration rules of the AAA, except as modified by this Agreement. The parties shall be entitled to limited discovery at the discretion of the arbitrator(s) who may, but are not required to, allow depositions. The parties acknowledge that the arbitrators' subpoena power is not subject to geographic limitations.

The arbitration proceedings shall be conducted on an individual basis and not on a multi-plaintiff, consolidated or class-wide basis. The foregoing sentence is an integral provision of the arbitration procedures set forth in this paragraph, and may not be severed therefrom, notwithstanding Section 19.01 of this Agreement. If such sentence is determined to be invalid or unenforceable in connection with a particular controversy, dispute, or claim, then the entire Section 18.01 shall be stricken from this Agreement and neither party shall be deemed to have consented to arbitration of such controversy, dispute, or claim. The arbitrator(s) shall have the right to award the relief which he or she deems proper, consistent with the terms of this Agreement, including compensatory damages (with interest on unpaid amounts from date due), specific performance, injunctive relief, legal fees and costs. The

award and decision of the arbitrator(s) shall be conclusive and binding on all parties, and judgment upon the award may be entered in any court of competent jurisdiction. Any right to contest the validity or enforceability of the award shall be governed exclusively by the United States Arbitration Act.

Subject to the foregoing, you and your Owners irrevocably submit to the jurisdiction of the courts of the State of Ohio in any suit, action or proceeding, arising out of or relating to this Agreement or any other dispute between you and us, and you irrevocably agree that: (a) all claims in respect of any such suit, action or proceeding must be brought and/or defended therein, except with respect to matters that are under the jurisdiction of the Federal Courts of the United States, which shall be brought and/or defended in the Federal District Court sitting in Columbus, Ohio; and (b) **any such matter shall be tried to the court sitting without a jury, and you waive any right to a jury trial**. You irrevocably waive, to the fullest extent you may lawfully do so, the defense of an inconvenient forum to the maintenance of such suit, action or proceeding and agree that service of process for purposes of any such suit, action or proceeding need not be personally served or served within the State of Ohio but may be served with the same effect as if you were served within the State of Ohio, by certified mail or any other means permitted by law addressed to you at the address set forth herein. Nothing contained herein shall affect our rights to bring a suit, action or proceeding in any other appropriate jurisdiction, including any suit, action or proceeding brought by us to enforce any judgment against you entered by a State or Federal Court.

The provisions of this Section 18.01 shall continue in full force and effect subsequent to and notwithstanding expiration or termination of this Agreement.

18.02. Injunctive Relief. We, as an alternative or supplement to arbitration pursuant to Section 18.01, may obtain in any court of competent jurisdiction any injunctive relief, including temporary restraining orders and preliminary injunctions, against conduct or threatened conduct for which no adequate remedy at law may be available or which may cause us irreparable harm. We may have such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and your sole remedy in the event of the entry of such injunction, shall be its dissolution, if warranted, upon hearing duly had (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). You and each of your Owners acknowledges that any violation of Section 7, 13.02(10) or 16.02 would result in irreparable injury to us for which no adequate remedy at law may be available. Accordingly, you and each of your Owners consents to the issuance of an injunction prohibiting any conduct in violation of any of those Sections and agrees that the existence of any claim you or any of your Owners may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement of any of those Sections.

18.03. Costs of Enforcement. If we file a claim in a judicial or arbitration proceeding for amounts you or any of your Owners owe us or any of our Affiliates, or if we enforce this Agreement in a judicial or arbitration proceeding, and we prevail in any such proceeding, you agree to reimburse us for all of our costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees. If we are required to engage legal counsel in connection with your failure to comply with this Agreement, you must reimburse us for any attorneys' fees we incur.

18.04. Governing Law. This Agreement shall be construed under the laws of the State of Ohio, without regard to, and without applying, Ohio conflict of law principles. However, if any provision of this Agreement would not be enforceable under Ohio law, and if the Restaurant is located outside of Ohio and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be construed under the laws of that state. Nothing in this Section is intended to subject this Agreement to any franchise, business opportunity or similar law, rule or regulation of the State of Ohio to which it otherwise would not be subject.

18.05. Time Period to Bring Claims. Any and all claims and actions arising out of or relating to this Agreement, the relationship between you and us, or your operation of the Restaurant, brought by any party to this Agreement against the other, must be commenced within one year from the occurrence of the facts giving rise to such claim or action, or, it is expressly acknowledged and agreed by all parties, such claim or action will be irrevocably barred.

18.06. Limitations on Damages and Legal Actions. **Except with respect to obligations regarding use of the Marks in Section 5 and the Confidential Information in Section 7.01, each party (and its owners) waives, without limitation, any right it might otherwise have to assert a claim for and/or to recover lost profits and other forms of consequential, incidental, contingent, punitive and exemplary damages from the other except as provided herein. Each party's liability shall be limited to actual compensatory damages except as provided herein. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.**

You acknowledge and agree that the actual compensatory damages that you will receive from us as referenced in the preceding paragraph shall not exceed the greater of (1) $100,000.00 or (2) at your sole option, all amounts paid to us for franchise fees, Royalty Fees, and Marketing Fund contributions for this Agreement for up to three years preceding the date of any award herein.

You agree that, for our franchise system to function properly, we should not be burdened with the costs of litigating system wide disputes. **Accordingly, any disagreement between you (and your Owners) and us shall be considered unique as to its facts and shall not be brought as a class action, and you (and each of your Owners) waive any right to proceed against us or any of our shareholders, members, Affiliates, officers, directors, employees, agents, successors and assigns by way of class action, or by way of a multi-plaintiff, consolidated or collective action.** In any legal action between the parties, the arbitration panel or court shall not be precluded from making its own independent determination of the issues in question, notwithstanding the similarity of issues in any other legal action involving us and any other franchisee, and each party waives the right to claim that a prior disposition of the same or similar issues precludes such independent determination.

19. MISCELLANEOUS.

19.01. Severability and Substitution of Provisions. Every part of this Agreement shall be considered severable. If for any reason any part of this Agreement is held to be invalid, that determination shall not impair the other parts of this Agreement. If any

covenant herein which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of geographical area, type of business activity prohibited and/or length of time, but could be rendered enforceable by reducing any part or all of it, you and we agree that it will be enforced to the fullest extent permissible under applicable law and public policy.

If any applicable law requires a greater prior notice of the termination of or refusal to renew the franchise than is required hereunder, a different standard of "good cause", or the taking of some other action not required hereunder, the prior notice, "good cause" standard and/or other action required by such law shall be substituted for the comparable provisions hereof. If any provision of this Agreement or any specification, standard or operating procedure prescribed by us is invalid or unenforceable under applicable law, we have the right, in our sole discretion, to modify such invalid or unenforceable provision, specification, standard or operating procedure to the extent required to make it valid and enforceable.

19.02. Waiver of Obligations. We and you may by written instrument unilaterally waive or reduce any obligation of the other under this Agreement. Any waiver granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of 10 days' prior notice. You and we shall not be deemed to have waived any right reserved by this Agreement by virtue of any custom or practice of the parties at variance with it; any failure, refusal or neglect by you or us to exercise any right under this Agreement (except as provided in Section 19.03) or to insist upon exact compliance by the other with its obligations hereunder; any waiver, forbearance, delay, failure or omission by us to exercise any right, whether of the same, similar or different nature, with respect to other Charleys Restaurants; or the acceptance by us of any payments due from you after any breach of this Agreement.

19.03. Exercise of Rights. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy hereunder shall preclude the exercise or enforcement by either party of any other right or remedy under this Agreement that either of them is entitled to enforce by law. If you commit any act of default under this Agreement for which we exercise our right to terminate this Agreement, you shall pay to us the actual and consequential damages we incur as a result of the premature termination of this Agreement, which damages shall not be reduced by any commissions payable to any area representative. You acknowledge and agree that the proximate cause of such damages sustained by us is your act of default and not our exercise of our right to terminate. Notwithstanding the foregoing, and except as otherwise prohibited or limited by applicable law, any failure, neglect, or delay of a party to assert any breach or violation of any legal or equitable right arising from or in connection with this Agreement shall constitute a waiver of such right and shall preclude the exercise or enforcement of any legal or equitable remedy arising therefrom, unless written notice specifying such breach or violation is provided to the other party within 12 months after the later of: (a) the date of such breach or violation; or (b) the date of discovery of the facts (or the date the facts could have been discovered, using reasonable diligence) giving rise to such breach or violation.

19.04. Successors and Assigns. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. This Agreement is fully transferable by us, whether by operation of law or otherwise (without

notice to you, or approval by you), and shall inure to the benefit of any transferee or other legal successor to our interests herein.

19.05. Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party. The introduction, personal guarantees, exhibits and riders (if any) to this Agreement are a part of this Agreement, which constitutes the entire agreement of the parties. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement that either party may or does rely on or that will have any force or effect. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. Nothing in this Agreement shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. This Agreement shall not be modified except by written agreement signed by both parties.

The headings of Sections are for convenience only and do not limit or construe their contents. The word "including" shall be construed to include the words "without limitation." The term "Franchisee" or "you" is applicable to one or more persons, a corporation, limited liability company or a partnership and its owners, as the case may be. If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to us shall be joint and several. References to a controlling interest in an entity shall mean more than 50% of the equity and voting control of such entity. Time is of the essence in this Agreement.

This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile and any other electronic transmission (including, without limitation, PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

19.06. Approvals and Consents. In all cases where our prior consent or acceptance is required and no other method or timing for obtaining such consent or acceptance is prescribed, you must request such consent or acceptance in writing, and we will notify you of our decision within 30 days after receiving your written request and all supporting documentation. Whenever our consent or acceptance is required hereunder, such consent or acceptance must be in writing. If we do not respond in writing to your request within such 30-day period, the request shall be deemed denied. Our consent to or acceptance of any request by you shall be effective only to the extent specifically stated and shall not be deemed to waive or render unnecessary our consent or acceptance of any subsequent similar request. Except where this Agreement expressly obligates us to reasonably accept or consent to (or not to unreasonably withhold our acceptance of or consent to) any action or request by you, we have the absolute right for any reason or no reason to withhold our acceptance of or consent to any action by you.

19.07. Notices and Payments. All notices, requests and reports permitted or required to be delivered by this Agreement shall be deemed delivered: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the same day of the transmission by facsimile or other reasonably reliable electronic

communication system; (c) 1 business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (d) 5 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at the address identified on the signature page of this Agreement. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section.

All payments and reports required by this Agreement shall be sent to us at the address identified on the signature page to this Agreement unless and until a different address has been designated by written notice. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind us, and our acceptance of any such payment shall not constitute an accord and satisfaction.

The Operations Manual, any changes that we make to the Operations Manual, and/or any other written instructions that we provide relating to operational matters, are not considered to be "notices" for the purpose of the delivery requirements in this Section 19.07.

19.08. Non-disparagement. Franchisee and its Owners and Affiliates shall not make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, adversely affect, or in any way criticize the personal or business reputation, practices, or conduct of GEI, its Affiliates, directors, officers, employees, and franchisees (including Franchisee and its Affiliates). Franchisee acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), clients, and any third parties on the Internet; however this prohibition shall not extend to communications with governmental authorities. Franchisee understands and agrees that this Section 19.08 is a material provision of this Agreement and that any breach of this Section 19.08 shall be a material breach of this Agreement, and that GEI would be irreparably harmed by violation of this provision. Franchisee understands and agrees that this non-disparagement provision shall survive termination or expiration of this Agreement.

19.09. Franchisee's Release. To the full extent permitted by applicable law, Franchisee, for itself and on behalf of its Affiliates, and their respective shareholders, directors, officers, limited liability company members, managers and employees, and their respective successors and assigns, and on behalf of the Franchisee's Owners, hereby (a) releases and forever discharges GEI and its Affiliates, and their respective directors, officers, employees, agents, representatives and attorneys, and their respective successors and assigns, from any and all claims, demands and causes of action, whether known or unknown, of any kind or nature, absolute or contingent, if any at law or in equity, arising prior to or on the Effective Date, and (b) agrees that none of them will institute any arbitration, litigation or other legal action or proceeding, at law or in equity, against GEI or its affiliates and their directors, officers, employees, agents, representatives and attorneys, and their respective successors and assigns, directly or indirectly, relating to any claim or demand released under this Section 19.09. Franchisee shall take whatever actions are necessary or appropriate to carry out the terms of this release and covenant not to sue upon GEI's request. This Section 19.09 does not release any claims arising from representations

in the Disclosure Document delivered to you and its exhibits. This Section 19.09 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on the day and year first above written.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name: Candra Alisiswanto

Title: Executive Vice President

Notice Address:

Gosh Enterprises, Inc.
Attention: Legal Department
5000 Arlington Centre Blvd., Suite 5300
Columbus, OH 43220

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name: _____

Notice Address:

_____

_____

EXHIBIT A

TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT BETWEEN GOSH ENTERPRISES, INC. AND _____

DATED _____

1. Operating Partner. The name and home address of the Operating Partner are as follows: _____

2. Form of Entity of Franchisee.

(a) Corporation or Limited Liability Company. Franchisee was incorporated on _____ under the laws of the State of _____. It has not conducted business under any name other than its corporate name. The following is a list of all of Franchisee's directors and officers as of _____.

Name of Each Director/Officer	Position(s) Held

(b) Partnership. Franchisee is a [general] [limited] partnership formed on _____ under the laws of the State of _____. It has not conducted business under any name other than its partnership name. The following is a list of all of Franchisee's general partners as of _____.

Name of General Partner

3. Owners. Franchisee and each of its Owners represents and warrants that the following is a complete and accurate list of all Owners of Franchisee, including the full name and mailing address of each Owner, and fully describes the nature and extent of each Owner's interest in Franchisee. Franchisee, and each Owner as to their ownership interest, represents and warrants that each Owner is the sole and exclusive legal and beneficial owner of their ownership interest in Franchisee, free and clear of

all liens, restrictions, agreements and encumbrances of any kind or nature, other than those required or permitted by this Agreement.

Owner's Name and Address	Description of Interest

GOSH ENTERPRISES, INC.,
an Ohio corporation

By: _____

Print Name: Candra Alisiswanto

Title: Executive Vice President

FRANCHISEE

By: _____

Print Name: _____

Title: _____

EXHIBIT B

TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT BETWEEN GOSH ENTERPRISES, INC. AND

_____

DATED _____

1. The Premises shall be the following location: _____.

2. The Premises is:

   ___ Located in a Mall

   ___ A Freestanding Restaurant

   ___ An In-line Restaurant in a Strip Center

   ___ Located in a Travel Center

   ___ Located in Walmart Store

3. You are authorized to operate your Charleys Restaurant as a:

   ___ CPS Restaurant

   ___ CPSW Restaurant

   ___ CPSW Walmart Location

4. Your APO under Section 10 of the Franchise Agreement shall be allocated as set forth below, unless and until modified by GEI as provided in Section 10:

   CPS Restaurant:

1.	Marketing Fund	1% of Weekly Gross Sales
2.	Local Store Marketing	2% of Quarterly Gross Sales
3.	Advertising Cooperative	0% of Gross Sales
TOTAL APO:		3% of Gross Sales

   CPSW Restaurant:

1.	Marketing Fund	1% of Weekly Gross Sales
2.	Local Store Marketing	3% of Quarterly Gross Sales
3.	Advertising Cooperative	0% of Gross Sales
TOTAL APO:		4% of Gross Sales

CPSW Walmart Location:

1.	Marketing Fund	1% of Weekly Gross Sales
2.	Local Store Marketing	2% of Quarterly Gross Sales
3.	Advertising Cooperative	0% of Gross Sales
TOTAL APO:		3% of Gross Sales

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name: Candra Alisiswanto

Title: Executive Vice President

FRANCHISEE
If a business entity:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

EXHIBIT C

TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT BETWEEN GOSH ENTERPRISES, INC. AND

_____

DATED _____

OWNERS' PERSONAL GUARANTY OF
FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Charleys Restaurant Franchise Agreement dated as of _____(the "Agreement") by and between GOSH ENTERPRISES, INC. ("GEI"), and _____ ("Franchisee"), each of the undersigned owners of an interest in Franchisee hereby personally and unconditionally: (1) guarantees to GEI and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and that each and every representation of Franchisee made in connection with the Agreement are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement.

Each of the undersigned waives: (a) acceptance and notice of acceptance by GEI of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (i) their direct and immediate liability under this guaranty shall be joint and several; (ii) they shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) such liability shall not be contingent or conditioned upon pursuit by GEI of any remedies against Franchisee or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the GEI may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the agreement.

If GEI brings an action to enforce this Guarantee, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred during, prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. GEI's interests in and rights under this Guarantee are freely assignable, in whole or in part, by GEI. Any assignment shall not release the undersigned from this Guarantee.

This Agreement shall be construed under the laws of the State of Ohio, without regard to, and without applying, Ohio conflict of law principles.

IN WITNESS THEREOF, each of the undersigned has hereunto affixed their signature, under seal, on the same day and year as the Agreement was executed.

PERCENTAGE OF OWNERSHIP INTERESTS IN FRANCHISEE	GUARANTOR(S)
_____	_____ (Signature) _____ (Print Name)
_____	_____ (Signature) _____ (Print Name)
_____	_____ (Signature) _____ (Print Name)
_____	_____ (Signature) _____ (Print Name)
_____	_____ (Signature) _____ (Print Name)

RIDER 1

FRANCHISE AGREEMENT EXPIRATION DATE

TO: _____

The Restaurant located at _____ first opened for business on _____. The initial term of the Franchise Agreement for the Restaurant expires on _____.

Gosh Enterprises, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B

OPERATIONS MANUAL TABLE OF CONTENTS

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EXHIBIT C

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

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

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 / Toll Free: (866) 275-2677 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62701 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT D

LIST OF FRANCHISED RESTAURANTS

LIST OF FRANCHISED RESTAURANTS

AS OF DECEMBER 31, 2025

Center	Address	City	State	ZIP	Phone	Owner Name
Dimond Center	800 E Dimond Blvd Ste 3015	Anchorage	AK	99515-2047	(907) 868-5244	Genesis Provision LLC
Elmendorf AFB	Joint Military Mall 5800 Westover Ave	Elmendorf AFB	AK	99506	(907) 753-2280	Army Air Force Exchange Service
Ross Clark Circle	2100 Ross Clark Circle	Dothan	AL	36301	334-803-0048	Guhua Zhang
Fort Rucker	Fort Rucker Food Court Bldg9214 Hutton Plz	Fort Rucker	AL	36362	(334) 503-9044	Army Air Force Exchange Service
Riverchase Galleria	3000 Riverchase Galleria	Hoover	AL	35244	(205) 593-4493	Binwen Lin
Walmart - Hoover, AL	2780 John Hawkins Pkwy	Hoover	AL	35244	(205) 502-7301	Nani, Inc.
Parkway Place Mall	2801 Memorial Pkwy SW Ste 30	Huntsville	AL	35801	(256) 519-9256	Charley's HV Inc.
Redstone Arsenal	AAFES Food Court / Charley's Grilled SubsBldg 2220	Huntsville	AL	35898	(256) 881-3326	Army Air Force Exchange Service
Maxwell AFB	Charley's Steakery Bldg 1090575 E Selfridge St Bldg 45	Maxwell AFB	AL	36112-5905	(334) 263-6044	Army Air Force Exchange Service
Bel Air Mall	3299 Bel Air Mall	Mobile	AL	36606	(251) 478-1893	James C. Dollar, David Gardner
Petro Shorter - AL	428 Main St.	Shorter	AL	36075	(334) 727-3354	LVP Food Service Concept LLC
Chubby's at Forrest City	2496 AR-1 N	Forresty City	AR	72335	870-519-2202	FC Rest LLC
Phoenix Premium Outlets	4976 Premium Outlets Way	Chandler	AZ	85226	(480) 639-1924	EI FMG Phoenix, LLC
Fort Huachuca	PO Box 12955 Bldg 82301	Fort Huachuca	AZ	85613	(520) 459-4275	Army Air Force Exchange Service
Luke AFB Charley's	7071 N 138th Dr Bldg 1540	Glendale	AZ	85307	(623) 935-4029	Army Air Force Exchange Service
Walmart – Agua Fria Town Ctr	5010 N 95th Ave	Glendale	AZ	85305	(602) 677-9022	J&J Aqua Fria, LLC
Walmart – Glendale Northwest	18551 N 83rd Ave	Glendale	AZ	85308	(602) 677-9022	J&J Arrowhead NW, LLC
Walmart – Stockton Hill Rd	3396 Stockton Hill Rd	Kingman	AZ	86409	(702) 420-9486	ABC Glory, LLC
Walmart - N Cortaro Rd, AZ	8280 N Cortaro Rd	Marana	AZ	85743	(520) 744-9173	James Novak Revocable Trust
Walmart – S Signal Butte Rd	1606 S Signal Butte Rd	Mesa	AZ	85209	(480) 359-2489	CPSW AZ1 LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – S Stapley Dr	1955 S Stapley Dr	Mesa	AZ	85204	(602) 900-1580	CPSW AZ9 LLC
Walmart – W Peoria Ave	7975 W Peoria Ave	Peoria	AZ	85345	(623) 486-4471	ABC Glory, LLC
Christown Spectrum	1703 W Bethany Home Rd	Phoenix	AZ	85015	(602) 544-0963	Hwan Kang
Deer Valley Towne Center	3013 W Agua Fria Fwy Ste 3	Phoenix	AZ	85027-3964	(623) 780-5699	Jones & Jones Enterprises
Outlets at Anthem	4250 W Anthem Way # FC-40	Phoenix	AZ	85086	(623) 465-4744	James Novak Revocable Trust
Walmart – E Thomas Rd	3721 E Thomas Rd	Phoenix	AZ	85018	(480) 674-5552	CPSW AZ3 LLC
Walmart – Turf Paradise- W Bell Rd	1825 W Bell Rd	Phoenix	AZ	85023	(602) 628-4198	J&J Turf Paradise, LLC
Walmart – W Lower Buckeye Rd	7575 W Lower Buckeye Rd	Phoenix	AZ	85043	(623) 473-5075	CPSW AZ6 LLC
Scottsdale Fashion Square	7014 E Camelback Rd, #0577	Scottsdale	AZ	85251	(909) 938-9047	AM Scottsdale Prtners, LLC
Arizona Mills	5000 Arizona Mills Circle	Tempe	AZ	85282	(480) 639-1924	AM Arizona Ventures LLC
Davis Monthan AFB	5405 E Granite St Bldg 2527	Tucson	AZ	85707	(520) 747-2728	Army Air Force Exchange Service
Park Place Mall	5870 E Broadway Blvd Ste 544	Tucson	AZ	85711	(520) 747-1300	James Novak Revocable Trust
Tucson Mall	4500 N Oracle Rd # FC-11	Tucson	AZ	85705	(520) 293-1982	Jun Hyung Jung
Tucson Premium Outlet	6401 W. Marana Center Blvd. Suite #520	Tucson	AZ	85742	(520) 744-0535	James Novak Revocable Trust
Daniels Mega Center	265 S Euclid St Spc 165	Anaheim	CA	92802	(714) 817-7909	Nelson Rapadas
Santa Anita Mall	400 S Baldwin Ave FC10	Arcadia	CA	91007	(626) 462-9646	Bella Nicole Jewels Inc
Outlets at Tejon	5621 Outlets at Tejon Pkwy	Arvin	CA	93203	(661) 885-3400	TA Operating LLC
Valley Plaza Shopping Center (CA)	2701 Ming Ave Spc FC-0005	Bakersfield	CA	93304	(661) 831-0806	Grace Lee
Brea Mall	1065 Brea Rd.	Brea	CA	92821	(714) 675-6024	Ardi III International, LLC
Lone Tree Center	6660 Lone Tree Way Ste 1	Brentwood	CA	94513	(925) 240-1552	OO & A Inc.
Burbank Town Center – CA	201 E. Magnolia Blvd.	Burbank	CA	91502	(818) 934-9874	Y2K Distributing Company

Center	Address	City	State	ZIP	Phone	Owner Name
Camarillo Premium Outlets	740 E Ventura Blvd # F-2	Camarillo	CA	93010	(805) 482-6161	KNG Corporate Inc
Topanga Mall	6600 Topanga Canyon Rd	Canoga Park	CA	91303	(818) 937-1470	Steak Girl Pizza Boys Inc
Southbay Pavilion	20700 Avalon Blvd	Carson	CA	90746	(424) 266-9073	Pavilion Subs Inc.
Sierra Vista – CA	1240 Shaw Ave Ste 109	Clovis	CA	93612	(559) 325-7351	Gur-Gur Incorporated
Citadel Outlets	100 Citadel Dr., Suite FC-D2	Commerce	CA	90040-1570	(323) 597-1720	EFE CHARLEYS, LLC
Sunvalley Shopping Center	1 Sunvalley Mall FC106	Concord	CA	94520	(925) 822-9407	UG & Carl
Covina Square – CA	216 N Azusa Ave	Covina	CA	91722	(626) 332-7827	Mursal Andar
Culver City – CA	6000 Sepulveda Blvd	Culver City	CA	90230	(310) 390-0122	Pacific Oceanus Inc.
Stonewood Center	110 Stonewood St	Downey	CA	90241	(562) 862-4411	MR Dream Inc.
Edwards AFB	Charley's Grilled Subs240 W Fitzgerald Blvd Bldg 6001	Edwards AFB	CA	93524	(661) 258-1084	Army Air Force Exchange Service
North County Mall	272 E Via Rancho Pkwy	Escondido	CA	92025	760-743-3116	RPM Services Inc.
Fort Irwin	AAFES Food Court Bldg # 918Langford Lake Rd (use to send packages) (use PO Box 10339 to send envelopes)	Fort Irwin	CA	92310	(760) 386-1500	Army Air Force Exchange Service
Fresno Fashion Fair	521 E Shaw Ave # 103	Fresno	CA	93710	(559) 225-0128	Alam Development LLC
Walmart – Auto Center Drive	1950 Auto Center Drive	Glendora	CA	91740	909-349-385-3450	Lonehill Center Corporation
Southland Mall	Charley Steakery 17 Southland Mall	Hayward	CA	94545	(510) 265-0234	Ugo Ihenacho
Bear Valley Rd – CA	17129 Bear Valley Rd	Hesperia	CA	92345	(442) 800-5166	Hesperia Subs LLC
La Alameda – CA	2128 E Florence Ave	Huntington Park	CA	90255	(323) 484-9606	Pacific Oceanus Inc.
Lakewood Center	500 Lakewood Center Mall	Lakewood	CA	90712	(562) 602-0233	S and E Subs Inc.
Walmart – Carson St	2770 Carson St	Lakewood	CA	90712	562-541-8663	ABI Holdings Inc
Walmart – Valley Central Way	44665 Valley Central Way	Lancaster	CA	93536	951-236-3141	Mohammad Shaath

Center	Address	City	State	ZIP	Phone	Owner Name
San Francisco Premium Outlets	3418 Livermore Outlets Dr	Livermore	CA	94551	925-495-4712	UG & Carl LLC
Great Mall of the Bay Area	604 Great Mall Dr	Milpitas	CA	95035-8041	(408) 942-6432	Hyun Ku (Kevin) Yoon
Shops at Mission Viejo	1008 Shops At Mission Viejo	Mission Viejo	CA	92691	(949) 364-5555	MR Dream Inc.
Montclair Place	5060 E Montclair Plaza Ln	Montclair	CA	91763	909-706-5949	L&M Subs Montclair LLC
Shops at Montebello	1636 Montebello Town Center	Montebello	CA	90640	(323) 728-3800	Ardi VII International LLC
Moreno Valley Mall	22500 Town Circle	Moreno Valley	CA	92553	(951) 697-6484	L&M Subs's, LLC
Walmart – Murrieta Hot Springs Rd	41200 Murrieta Hot Springs Rd	Murrieta	CA	92562	(951) 428-5711	L&M Subs LLC
Plaza Bonita	3030 Plaza Bonita Rd Ste FC-10	National City	CA	91950	(619) 472-9663	SCEC Enterprise, Inc.
Outlets at Orange	20 City Blvd W Ste F4	Orange	CA	92868-3106	(714) 634-4064	JK Ship and Dae Sung Ans
Channel Pointe Plaza	2721 S Rose Ave. #A101	Oxnard	CA	93033	805-385-1106	Mashita Foods 2 LLC
Walmart – N Rose Ave	2001 N Rose Ave	Oxnard	CA	93036	805-604-5511	Mashita Foods, Inc.
Palm Desert Mall – CA	72-840 Highway 111 S-359	Palm Desert	CA	92260	(760) 568-2463	Saer & Houri Inc.
Walmart – 10th St W	440130 10th St W	Palmdale	CA	93551	(661) 526-3213	Mohammad Shaath
Walmart – 47th St E	37140 47th St E	Palmdale	CA	93552	(661) 526-3400	Mohammad Shaath
Walmart – Lakewood Blvd	14501 Lakewood Blvd	Paramount	CA	90723	310-438-2056	SK Electro Inc
S Riverside Ave – CA	1611 S Riverside Ave	Rialto	CA	92376	(909) 961-2383	Charleys Rialto Inc.
W Foothill Blvd	1110 W Foothill Blvd	Rialto	CA	92376	909-961-2224	Charleys Rialto Foothill, Inc
Galleria at Tyler	2267 Galleria At Tyler # FC-9	Riverside	CA	92503-4145	(213) 494-7949	Y2K Distributing Company
Highland Ave & Lincoln Dr	996 W Highland Ave	San Bernardino	CA	92405	951-514-6636	S&B Food Works Inc
Inland Town Center	500 Inland Center Drive	San Bernardino	CA	92408	(909) 384-9009	S and E Subs Victorville Inc
Las Americas Premium Outlet	4211 Camino de la Plaza	San Diego	CA	92173	(619) 662-1300	SCEC Enterprise, Inc.

Center	Address	City	State	ZIP	Phone	Owner Name
UTC Mall	4545 La Jolla Village Dr.	San Diego	CA	92122	(858) 352-9648	ABI Holdings, Inc.
Eastridge Center	2200 Eastridge Loop Ste 9206	San Jose	CA	95122	(408) 532-6575	Paramjit Singh
Mainplace Mall	2800 N Main St	Santa Ana	CA	92705	(714) 415-2260	Elbardi International Mainplace LLC
Santa Ana Plaza	752 S Harbor Blvd	Santa Ana	CA	92704	(714) 531-1516	Charleys Santa Ana Corp.
Santa Rosa Plaza	1071 Santa Rosa Plz Spc 2104	Santa Rosa	CA	95401	(707) 545-7596	Tri (Bill) Lam
Azalea Shopping Ctr	4787 Firestone Blvd	South Gate	CA	90280	(949) 685-2750	South Gate subs Inc
Weberstown Mall	4950 Pacific Ave Spc 209	Stockton	CA	95207	(209) 473-8858	Jian Ortman
Promenade Temecula	40820 Winchester Rd	Temecula	CA	92591-5526	(951) 719-1511	FJ Alvang, Inc.
Del Amo Fashion Center – CA	3525 Carson	Torrance	CA	90503	(424) 350-3880	Qing Xu
West Valley Mall	3200 Naglee Rd # 606	Tracy	CA	95376	(209) 832-5420	Cesar & Lebie Almanon
Travis AFB	Travis AFB Food Court 648 Skymaster Dr	Travis AFB	CA	94535	(707) 437-4490	Army Air Force Exchange Service
Redhill Plaza	1398 E Foothill Blvd	Upland	CA	91786	747-366-1347	KDL Upland Inc
Valencia Town Center	24201 W Valencia Blvd Spc 108	Valencia	CA	91355	661-383-9286	Ichkong Kang & Lina Kang
The Plant Shopping Center	7956 Van Nuys Blvd	Van Nuys	CA	91402	(818) 616-4015	GAAM Foods Inc
Victor Valley	14400 Bear Valley Road	Victorville	CA	92392	(760) 245-5756	S and E Subs Victorville Inc
Walmart – Amargosa Rd	11896 Amargosa Rd	Victorville	CA	92392	951-236-3141	Mohammad Shaath
Visalia Mall	2243 South Mooney Blvd	Visalia	CA	93277	(559) 733-0122	AH Bites Inc
West Covina Mall	807 Plaza Dr	West Covina	CA	91790	(626) 962-2908	Susie Yoon
Aurora Mall	14200 East Alameda Ave Unit 2066	Aurora	CO	80012	(303) 366-3360	Meizi Hu
Walmart – E Hampden Ave	9400 E Hampden Ave	Aurora	CO	80231	(720) 498-9258	Charm Foods Inc
Walmart - S Aurora Pkwy, CO	6101 S Aurora Pkwy	Aurora	CO	80016	(720) 655-5169	Todrivear LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – W Bromley Ln	60 W Bromley Ln	Brighton	CO	80601	(720) 323-0550	Delicious Inc
Flatiron Crossing Mall	One W Flatiron Cir Spc FF-228	Broomfield	CO	80021	(720) 887-9000	RC International Corporation
Fort Carson	Fort Carson Charley's 6110 Martinez St	Fort Carson	CO	80913	(719) 576-5661	Army Air Force Exchange Service
Mesa Mall	2424 Highway 6 & 50	Grand Junction	CO	81505	(970) 241-2007	Sangsoo Park
Colorado Mills Mall	14500 W. Colfax Ave.	Lakewood	CO	80401	(303) 590-1906	Sung Yun (Shelly) Back
Walmart – Colfax Ave	7455 W Colfax Ave	Lakewood	CO	80214	(720) 313-0011	Charm Food II Inc
Lamar Travel Center	708 N Main St	Lamar	CO	81052	(719) 691-2112	LVP Food Service Concept LLC
Southwest Plaza - CO	8501 W. Bowles Ave	Littleton	CO	80123	(720) 709-3618	RC International Corporation
Park Meadows Mall	8401 Park Meadows Center Dr.	Lone Tree	CO	80124	(303) 925-1000	RC International Corporation
Peterson AFB	1030 E Stewart Ave Bldg 2017	Peterson AFB	CO	80914	(719) 325-5151	Army Air Force Exchange Service
Denver Premium Outlets	13801 Grant St. Suite 500	Thornton	CO	80023	(303) 254-7740	Ahleum Kang
Walmart – Grant St	9901 Grant St	Thornton	CO	80229	(720) 531-8742	HVA Operations Mart LLC
Danbury Fair	7 Backus Ave # 123	Danbury	CT	06810	(203) 730-1414	LSC Steakery Corporation
Walmart – River Rd	180 River Rd	Lisbon	CT	06351	(860) 407-2880	Walfood LLC
The Shoppes at Buckland Hills	194 Buckland Hills Dr	Manchester	CT	06040	(203) 983-9355	You Jong Roh
Connecticut Post Mall FC 12	1201 Boston Post Rd	Millford	CT	06460	(203) 745-6326	You Jong Roh
Walmart – New Haven Rd	1100 New Haven Rd	Naugatuck	CT	06770	(475) 355-8136	You Jong Roh
Trumbull Mall	5065 Main St Spc FC-11	Trumbull	CT	06611	(203) 372-1000	Pope Kirolos Interprise Inc
Brass Mill Center - CT	495 Union Street	Waterbury	CT	06706	(201) 870-2088	You Jong Roh
L'Enfant Plaza	429 L'Enfant Plaza SW, Sp. #455	Washington	DC	20024	(202) 554-0303	Meadow Rain, Inc.
Union Station - DC	50 Massachusetts Avenue NE	Washington	DC	20002	(202) 289-6566	Chanel Li

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – Walmart Dr	263 Walmart Dr	Camden	DE	19934	(302) 698-7628	Syed Abid Iqbal
Dover Mall	1365 N Dupont Hwy Spc 3056	Dover	DE	19901	(302) 747-7673	St. George & Mena LLC
Christiana Mall	220 Christiana Mall Spc 1491	Newark	DE	19702	(302) 286-6500	Fei Chan
Altamonte Springs	451 E Altamonte Dr.	Altamonte Springs	FL	32701	(407) 331-6670	Ava Wanas LLC
Apopka Land	845 S Orange Blossom Trail	Apopka	FL	32703	(407) 703-3166	Ava Wanas LLC
Walmart – 1700 S Orange Blossom Trail	1700 S Orange Blossom Trail	Apopka	FL	32703	(302) 543-3466	Saint Rebekah LLC
Marathon at Woolbright	1610 South Congress Ave	Boynton Beach	FL	33426	(561) 810-8797	Soledad Investments II, Inc.
Meadows Square	4789 N Congress Ave	Boynton Beach	FL	33426	(561) 841-6963	Aghapy JSM LLC
Walmart – 53rd Ave East	2911 53rd Ave E	Bradenton	FL	34203	201-289-2244	Black Horse 4545 LLC
Walmart – Cortez Rd	5315 Cortez Rd W	Bradenton	FL	34210	(941) 792-1400	BIGHOURSE4545 LLC
Walmart – E State Rd 64	6225 E State Rd 64	Bradenton	FL	34208	727-488-8209	Whitehorse4545 LLC
Brandon Town Center	509 Brandon Town Center Mall	Brandon	FL	33511	(813) 661-5279	Kang's Mix & Grill, LLC
Oakwood Plaza	809 East Brandon	Brandon	FL	33511	813-643-7542	Besam Azouz
Walmart – Causeway Blvd	11110 Causeway Blvd	Brandon	FL	33511	(813) 400-8356	Kang's Mix & Grill, LLC
S Broad St	1147 S Broad St	Brooksville	FL	34601	(352) 777-4030	Grace Brooksville LLC
Casselberry	386 FL-436	Casselberry	FL	32707	407-543-3932	Ava Nofer LLC
Countryside Mall	27001 US Highway 19 Ste 2085	Clearwater	FL	33761-3411	(727) 953-8164	STM2678, LLC
Gulf to Bay Blvd - FL	2300 Gulf to Bay Blvd	Clearwater	FL	33765	(863) 937-6951	Queen and Prince LLC
The shoppes at Monterra Commons	3800 N University Dr	Cooper City	FL	33024	954-676-4314	D and D Invest CPS LLC
Coral Square	9385 W Atlantic Blvd	Coral Springs	FL	33071	(954) 345-7711	Julie & John Inc.
Southland Mall FL	20505 S Dixie Hwy Bay 1871	Cutler Bay	FL	33189-1229	(786) 633-4640	Elba International Southland, LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart - Beville Rd, FL	1101 Beville Rd	Daytona Beach	FL	32119	(727) 400-4310	Lamb of God I LLC
Main St, Dunedin - FL	1804 Main St	Dunedin	FL	34698	(727) 400-4310	Queen and Prince LLC
Eglin AFB	1757 Memorial Lake Trl	Eglin AFB	FL	32542	(850) 651-1698	Army Air Force Exchange Service
Galleria Fort Lauderdale	2414 East Sunrise Blvd.	Fort Lauderdale	FL	33309	(954) 563-2424	Aghapy Sunrise LLC
Riverbend Marketplace	2600 West Broward Blvd	Fort Lauderdale	FL	33312	(954) 900-3929	Julie & John Inc.
Walmart – W Broward Blvd	2500 W Broward Blvd	Fort Lauderdale	FL	33312	(954) 900-3929	Jessie & Julie Inc.
Edison Mall	4125 Cleveland Ave Ste 1145	Fort Myers	FL	33901-9058	(239) 277-3115	Queen and Prince LLC
W Oakland Park Blvd	119 W Oakland Park Blvd	Ft. Lauderdale	FL	33311	(954) 533-0030	Vulcain Eleven Inc
Walmart – Pine island Rd	545 Pine Island Rd	Ft. Myers	FL	33903	727-331-1145	St. Thomas LLC
The Oaks Mall	6419 Newberry Rd	Gainesville	FL	32605	(352) 333-3848	Yaeger Restaurants, Inc.
River Bridge Centre	6726 Forest Hill Boulevard	Greenacres	FL	33413	561-291-9727	Maria and Karas 2
Westland Mall (FL)	1635 W 49th St.	Hialeah	FL	33012-2969	(305) 828-2329	Aghapy Plus LLC
US-19 Holiday	1802 US-19	Holiday	FL	34691	(727) 940-2071	St. George and Pope Kyrillos, LLC
North Federal Hwy - FL	2310 N. Federal Hwy	Hollywood	FL	33020	(954) 391-7390	Vulcain Seven Inc.
Hurlburt Field	112 Lielmanis Ave., #91012	Hurlburt Field	FL	32544	(850) 581-6008	Army Air Force Exchange Service
Avenues Mall (FL)	10300 Southside Blvd, #307	Jacksonville	FL	32256	(904) 519-5555	Gims Enterprise of Jacksonville, Inc.
Dunn Ave	1401 Dunn Ave	Jacksonville	FL	32218	904-367-3212	Saint Anthony of Orlando LLC
San Jose Blvd - FL	9840 San Jose Blvd	Jacksonville	FL	32257	(813) 287-6633	Saint Anthony of Orlando LLC
Walmart – Hutchinson Park Dr	9890 Hutchinson Park Dr	Jacksonville	FL	32225	(904) 379-2481	Saint Anthony of Orlando LLC
Walmart – Normandy Blvd	6830 Normandy Blvd	Jacksonville	FL	32205	(909) 446-6565	Saint Anthony of Orlando LLC
3rd St South	277 3rd St South	Jacksonville Beach	FL	32250	(904) 746-3339	Saint Anthony of Orlando LLC

Center	Address	City	State	ZIP	Phone	Owner Name
West Vine St - FL	3250 W. Vine St	Kissimmee	FL	34741	(407) 720-3966	St. George Group LLC
Walmart – Lake Park	101 N Congress Ave	Lake Park	FL	33403	(561) 225-1651	Good Shepherd Food Services LLC
Lakeland Square	3800 US Highway 98 N # 676	Lakeland	FL	33809	(863) 853-3720	Ali Alabdally
US Highway 98 North - FL	5750 US Highway 98 North	Lakeland	FL	33809	(863) 937-6951	Pope Shenouda and Ava Hedra LLC
Ulmerton Rd - FL	9080 Ulmerton Rd	Largo	FL	33771	(727) 270-7705	Queen and Prince LLC
Commercial Boulevard Shoppes - FL	7948 W. Commercial Blvd	Lauderhill	FL	33351	(954) 541-3941	Vulcain Five Inc.
Tampa Premium Outlets	2398 Grand Cypress Drive	Lutz	FL	33559	(813) 287-6633	Jessie of Pasco LLC
MacDill AFB	Food Court-Charley's Steakery3108 N Boundary Rd Bldg 926	MacDill AFB	FL	33608	(813) 840-0511	Army Air Force Exchange Service
New Haven Ave	2890 W New Haven Ave	Melbourne	FL	32904	(321) 327-2209	Lamb of God III LLC
Dadeland Mall	7501 N Kendall Dr #FC14	Miami	FL	33156	(305) 668-0397	M2M Plus Investments LLC
Dolphin Mall	11401 NW 12th St # FC106	Miami	FL	33172	(305) 418-9552	Elba International Investments Inc.
Miami International Mall	1455 NW 107th Ave Spc 462	Miami	FL	33172	(305) 640-0269	Joonseok Oh
Walmart – US Highway 441	17030 US Highway 441	Mount Dora	FL	32757	(352) 353-3341	Starphilly LLC
Coastland Center	1850 Tamiami Trl N	Naples	FL	34102-5226	(239) 434-2254	Queen and Prince LLC
Walmart – Collier Blvd	9885 Collier Blvd	Naples	FL	34114	(727) 331-1145	Queen and Prince LLC
Walmart – Juliet Blvd	5420 Juliet Blvd	Naples	FL	34109	(321) 360-6771	Queen and Prince LLC
Walmart – Navarre Pkwy	9360 Navarre Pkwy	Navarre	FL	32566	(850) 710) 3097	Ming Cheng Wang
Shoppes at Golden Acres	9754 Little Road	New Port Richey	FL	34654	(727) 857-6011	Grace & Philo LLC
Arena Shoppes	7202 W McNab Rd	North Lauderdale	FL	33068	(954) 366-3245	Vulcain Six Inc
Walmart – Mall at 163rd St	1425 NE 163rd St	North Miami Beach	FL	33162	728-777-3580	Vulcain Ten, Inc.
Paddock Mall	3100 SW College Rd Spc 202-1	Ocala	FL	34474	(352) 873-7070	Yaeger Restaurants, Inc.

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – E Silver Springs Blvd	4980 E Silver Springs Blvd	Ocala	FL	34470	(352) 236-0436	ROJS LLC
West Oaks Mall (FL)	9401 W Colonial Dr	Ocoee	FL	34761	(203) 745-6326	YMK, Inc.
Orange Park Mall	1910 Wells Rd Spc VC-04	Orange Park	FL	32073	(904) 579-4732	Sunjung Park
Walmart – Blanding Blvd	899 Blanding Blvd	Orange Park	FL	32065	(904) 592-7118	Karasco Restaurant Company LLC
East Colonial Drive	2904 East Colonial Drive	Orlando	FL	32803	(407) 720-3966	Pope Shenouda and Ava Hedra LLC
Florida Mall	8001 S Orange Blossom Trl FC07	Orlando	FL	32809-7668	(407) 857-5006	EM Florida Partners, LLC
Mall at Millenia	4200 Conroy Rd	Orlando	FL	32839	(407) 351-6602	Pope Shenouda and Ava Hedra LLC
Metro Crossings - FL	2567 South Kirkman Rd	Orlando	FL	32811	(407) 601-4146	Metropolitan Hedra LLC
Orange Blossom - FL	11376 S. Orange Blossom Trl	Orlando	FL	32837	(407) 271-4359	Pope Shenouda and Ava Hedra LLC
Orlando Premium Outlets	4951 International Drive	Orlando	FL	32819	(407) 351-9200	Pope Shenouda LLC
Orlando Vineland Prem Outlets	8200 Vineland Ave	Orlando	FL	32821	(407) 465-0106	AM Orlando Prmium Partnres, LLC
South Orange Blossom - FL	5908 S Orange Blossom Trail	Orlando	FL	32809	(863) 937-6951	Pope Shenouda and Ava Hedra LLC
Waterford Lakes Town Center	433 N Alafaya Trail	Orlando	FL	32828-7017	(407) 730-3150	Pope Shenouda LLC
Babcock St - FL	4855 Babcock St NE	Palm Bay	FL	32905	(321) 802-9003	Good Shepherd Food Services LLC
Gardens Mall	3101 PGA Boulevard	Palm Beach Gardens	FL	33410	(561) 572-8561	AM Gardens Partners LLC
South Congress Ave	3276 S Congress Ave	Palm Springs	FL	33461	(561) 557-9194	Maria and Karas 2
Patrick AFB	1221 S Patrick Dr Bldg 1364	Patrick AFB	FL	32925	(321) 799-1300	Army Air Force Exchange Service
Pembroke Lakes Mall	11401 Pines Blvd Ste 484	Pembroke Pines	FL	33026-4105	(954) 443-3399	INV JAG 2001
Walmart – SW 184th Ave	151 SW 184th Ave	Pembroke Pines	FL	33029	561-957-5964	Vulcain Twelve Inc.
Park Blvd, Pinellas Park	5021 Park Blvd N	Pinellas Park	FL	33781	(440) 390-1267	Besam Azouz
Redman Pkwy - FL	2615 James L Redman Pkwy	Plant City	FL	33566	(813) 652-8123	Amir Ibrahim LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Broward Mall	8000 W. Broward Mall Blvd., FC-12	Plantation	FL	33388	(954) 533-0319	Julie & John Inc.
Park Plaza	1146 N Federal Highway	Pompano Beach	FL	33062	(754) 205-0100	ASA Cheesesteaks LLC
Port Charlotte Town Center	1441 Tamiami Trl # 603	Port Charlotte	FL	33948	(941) 766-0005	Raul Perez
US Highway 19 - FL	8539 US Highway 19	Port Richey	FL	34668	(813) 652-8123	Grace Food Services LLC
Crowne Plaza	825 S US Highway One	Port Saint Lucie	FL	34952	(772) 446-9728	CPSC Of Crowne LLC
Gatlin Blvd	1367 SW Gatlin Blvd	Port St Lucie	FL	34953	(772) 281-4710	CPSC of Gatlin, LLC
Tyrone Square Mall	6901 22nd Ave N, FC#04	Saint Petersburg	FL	33710	(727) 344-3932	ARDI II International LLC
Walmart - Rinehart Rd, FL	1601 Rinehart Rd	Sanford	FL	32771	(321) 926-3482	Lamb of God II LLC
Walmart – Lockwood Ridge North	8320 Lockwood Rdife North, Unit 110	Sarasota	FL	34243	941-360-1777	Stronghorse4545 LLC
Mariner Blvd	4200 Mariner Blvd	Spring Hill	FL	34609	352-515-0422	Adel Salaheldin
Walmart – Commercial Way	1485 Commercial Way	Spring Hill	FL	34606	(727) 276-1269	Saint Mary and Father Angelos Inc
Walmart – 34th St	3501 34th St	St Petersburg	FL	33711	(973) 816-0922	Jessie of Pasco LLC
Walmart – US HWY 1 South	2355 US Highway 1 South	St. Augustine	FL	32086	(909) 446-6565	Karasco Restaurant Company LLC
Walmart – Stuart	4001 SE Federal Hwy	Stuart	FL	34997	(772) 678-6411	Lamb of God IV LLC
Sawgrass Mills	12801 W Sunrise Blvd Unit 843	Sunrise	FL	33323	(954) 835-1461	Elbardi Sawgrass Partners, LLC
Sawgrass Mills #2	12801 W. Sunset Blvd., F-221	Sunrise	FL	33323	(954) 851-1399	AM Sawgrass Partners, LLC
Governor's Square - FL	1500 Apalachee Pkwy Ste 1270	Tallahassee	FL	32301-4029	(850) 727-8720	Elbardi International Governor's LLC
Westend Square	2020 West Pensacola St.	Tallahassee	FL	32304	850-404-2556	PST Investments LLC
Bayport Commons	11717 West Hillsborough Ave	Tampa	FL	33635	(813) 814-5944	Foodbiz LLC
Citrus Park Mall	8003 Citrus Park Town Center Mall	Tampa	FL	33625	(813) 926-7638	Kang's Mix & Grill, LLC
E Fowler Ave	1248 E Fowler Ave	Tampa	FL	33612	(813) 978-0008	St Mina & St Verena, LLC

Center	Address	City	State	ZIP	Phone	Owner Name
International Plaza	2223 N Westshore Blvd Spc FC-201	Tampa	FL	33607	(813) 443-8379	Mary Theotokos, LLC
North Dale Mabry	8145 N Dale Mabry Hwy	Tampa	FL	33614	813-252-8668	Foodbiz LLC
Walmart – Gunn Hwy	6192 Gunn Hwy	Tampa	FL	33625	(813) 269-5679	Atmaru Inc
Westshore Plaza	250 Westshore Plaza	Tampa	FL	33609	(813) 287-6633	Mary Theotokos LLC
Temple Terrace Shoppes	9271 N 56th St	Temple Terrace	FL	33617	(813) 373-5923	George Hafez & Mina Aziz
Tyndall AFB	Tyndall Main Food Court950 Mall Ln	Tyndall AFB	FL	32403	(850) 286-6440	Army Air Force Exchange Service
Walmart - Shoppes at Lake Andrew, FL	8500 N Wickham Rd	Viera	FL	32940	(321) 775-3290	Good Shepherd Food Services, LLC
Mall at Wellington Green	10300 W Forest Hills Blvd # FC-110	Wellington	FL	33414	(561) 753-2823	Elba International Wellington, LLC
Shops at Wiregrass	28152 Paseo Dr Ste 190	Wesley Chapel	FL	33543	(813) 994-9001	Foodbiz LLC
Walmart – Belvedere Rd	9990 Belvedere Rd	West Palm Beach	FL	33411	(561) 247-7597	Good Shepherd Food Services LLC
Walmart – Gall Blvd	7631 Gall Blvd	Zephyrhills	FL	33541	(813) 702-4630	Whitehorse4545 LLC
Atlanta Airport C2	7700 Spine Road Concourse CP.O. Box 20946	Atlanta	GA	30320-0921	(404) 684-2561	Atlanta Restaurant Partners, LLC
Lenox Square	3393 Peachtree Road NE, #1019A	Atlanta	GA	30326	(404) 816-5999	Mario Contreras
Augusta Mall	3450 Wrightsboro Rd Spc 2390	Augusta	GA	30909	(706) 736-1010	EI FMG Augusta, LLC
Mall of Georgia	3333 Buford Road	Buford	GA	30519	(770) 271-1006	AM MOG Partnrs, LLC
Peachtree Mall	3507 Manchester Expressway, #F8	Columbus	GA	31909	(706) 327-2311	EI FMG PEACHTREE, LLC
Arbor Place	6700 Douglas Blvd FC4	Douglasville	GA	3015	(317) 876-1989	Su Ouyang
Fort Benning III	SC Food Court9220 Marne Rd	Fort Benning	GA	31905	(706) 685-3257	Army Air Force Exchange Service
Fort Gordon	Fort Gordon Main Food Court Bldg38200 3rd Ave	Fort Gordon	GA	30905	(706) 772-9742	Army Air Force Exchange Service
Fort Stewart Exchange	Charley's Grilled Subs 345 Lindquest Bldg 71	Fort Stewart	GA	31315	(912) 876-4698	Army Air Force Exchange Service
Town Center at Cobb	400 Ernest Barrett Parkway, #125	Kennesaw	GA	30144	(770) 792-7060	Twofold Ventures LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Sugarloaf Mills Mall - GA	5900 Sugarloaf Pkwy	Lawrenceville	GA	30043	(847) 497-0757	Kyle Park
Walmart – Atlanta Highway	4221 Atlanta Higway	Loganville	GA	30052	(706) 363-1111	ASA Food Experts LLC
Monroe Pavilion	600 Pavilion Parkway	Monroe	GA	30655	470-630-6398	Mursal Foods Inc
Walmart – Mundy Mill Rd	3875 Mundy Mill Rd	Oakwood	GA	30566	(678) 696-5166	KMG Group LLC
Oglethorpe Mall	7804 Abercorn St	Savannah	GA	31406	(912) 677-2124	Dongzia Wang
Walmart – Hudson Bride Rd	1400 Hudson Bridge Rd	Stockbridge	GA	30281	(678) 829-3057	Nader Ahmed
Robins AFB	Robins AFB Exchange Main Food Court650 9th St	Warner Robins	GA	31098	(478) 929-0690	Army Air Force Exchange Service
Watson Boulevard	2801 Watson Blvd	Warner Robins	GA	31093	706-405-0531	Hilliard Dining LLC
Outlet Shoppes at Atlanta	915 Ridgewalk ParkwaySuite 482	Woodstock	GA	30188	(770) 592-9201	EI FMG Horizon C, LLC
Walmart – Bells Ferry Road	6435 Bells Ferry Road	Woodstock	GA	30189	678-653-9278	KMG Group LLC
Andersen AFB	Andersen AFB Food CourtBldg 26080 Unit 14032	APO AP	GU	96543	(671) 366-3120	Army Air Force Exchange Service
Guam Premium Outlet	199 Chalan San Antonio Rd Space O	Tamuning	GU	96913	(671) 649-7835	J & I Corp
Pearlridge Center	98-1005 Moanalua Rd Ste 142A	Aica	HI	96701	(808) 488-8787	Charley's Hawaii, Inc.
Hickam AFB	265 McClellan St Bldg 2171	Hickam AFB	HI	96853-5135	(808) 423-7302	Army Air Force Exchange Service
Ala Moana Shopping Center	1450 Ala Moana Blvd # 1160R	Honolulu	HI	96814	(808) 945-2687	Charley's Hawaii, Inc.
Pearl Harbor Navy Exchange	Navy Exchange Food Court Building 631	Pearl Harbor	HI	96701	(808) 422-8700	Charley's Hawaii, Inc.
Schofield Barracks	AAFES Food Court Bldg 694 Cadet Sheridan & McCornack Rd	Schofield Barracks	HI	96857	(808) 237-4572	Army Air Force Exchange Service
Coral Ridge Mall	1451 Coral Ridge Ave Spc 608	Coralville	IA	52241	(319) 625-2172	Hawkifood LLC
Northpark Mall - Davenport, IA	320 W Kimberly Rd, Space #0078	Davenport	IA	52806	(563) 388-6373	Dan LLC
W 111th & Cicero	11100 S Cicero Ave	Alsip	IL	60803	872-702-4333	AMG Philly Inc
Chicago Premium Outlets	1650 Premium Outlet Blvd.	Aurora	IL	60502	(630) 606-0481	Premium Steakery Inc.

Center	Address	City	State	ZIP	Phone	Owner Name
Cermak & Harlem	6948 Cermak Rd.	Berwyn	IL	60402	773-727-6607	Steak House of Norridge LLC
Broadview Village Square	106 Broadview Village Square	Broadview	IL	60155	(872) 265-2611	Steak House of Norridge LLC
Burbank Plaza - IL	4823 West 79th Street	Burbank	IL	60459	(708) 921-1279	Burbank Steakery Inc.
Kimball & Melrose Plaza	3220 N Kimball Rd	Chicago	IL	60618	312-720-3949	Ahmad Khan
Lake Park Plaza	1400 East 47th St	Chicago	IL	60653	312-636-3573	LAKE PARK F2 INC.
Nordica & North	7112 W North Ave	Chicago	IL	60707	773-413-7490	Sumaya Farhoud
Chicago Ridge Mall	470 Chicago Ridge Mall Dr	Chicago Ridge	IL	60415	(708) 425-0046	Sky Bridge Food LLC
Walmart – Country Club Hills	4005 167th St	Country Club Hills	IL	60478	708-990-0913	Shaivalkumar Patel
Cicero & Crestwood	13350 S Cicero Ave	Crestwood	IL	60445	708-374-2910	Zaidan Investments Inc.
Darien Pointe Plaza	7517 S Cass Ave Suite E	Darien	IL	60561	(331) 291-5005	Darien CH Inc
Junction Truckstop	711 US Highway 150 E	Galesburg	IL	61401	(309) 289-7827	Lincoln USA LLC
Gurnee Mills	6170 Grand Ave., Suite	Gurnee	IL	60031-4551	(847) 855-1815	In Sook Hong
Gurnee Mills II - IL	6170 W Grand Ave	Gurnee	IL	60031	(630) 335-1052	In Sook Hong
Joliet West Marketplace	111 N Larkin Ave UnitB	Joliet	IL	60435	(815) 714-2337	RTP Elmwood LLC
Lansing Square - IL	17667 Torrence Ave	Lansing	IL	60438	(708) 251-5920	Tony Doleh
Yorktown Center Mall	203 Yorktown Shopping Center, FC-7	Lombard	IL	60148	(630) 705-0114	Rick Abdel-Hadi
Melrose Crossing	2037 N Mannheim Rd	Melrose Park	IL	60160	708-483-6930	Steakcraft LLC
TA Morris - IL	21 Romines Dr.	Morris	IL	60450	(815) 942-5690	TA Operating LLC
Walmart – W Golf Rd	8500 W Golf Rd	Niles	IL	60714	(847) 350-6767	Manav Sandwich LLC
Harlem Irving Plaza	4144 North Harlem Ave.	Norridge	IL	60706	(708) 395-5269	In Sook Hong
Walmart – Western Ave	21000 Western Ave	Olympia Fields	IL	60461	708-734-8844	Yuglok Inc

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – 159th St	9245 159th St	Orland Hills	IL	60487	(312) 371-9222	Tayseer Doleh
S Harlem	10458 S Harlem Ave	Palos Hills	IL	60465	(708) 529-0805	AMG Philly Inc
Peotone Truck Plaza	608 S 88th Ave. Suite A	Peotone	IL	60468	630-947-3125	Jeet Patel
Cherryvale Mall	7200 Harrison Ave # FC-9	Rockford	IL	61112	(815) 332-5899	Cherryvale Chop and Grill LLC
Walton Road	7038 Walton St	Rockford	IL	61108-2611	(815) 227-5679	Walton Chop and Grill LLC
Fashion Outlets of Chicago	5220 Fashion Outlets Way	Rosemont	IL	60018	(847) 233-0880	CFO PHILL'Z Inc.
Woodfield Mall	5 Woodfield Mall	Schaumburg	IL	60173	(847) 497-0757	Kyle Park
Scott AFB	AAFES Food Court Bldg 1981 Ward St	Scott AFB	IL	62225	(618) 744-1823	Army Air Force Exchange Service
South Holland	997 E 162nd St Unit B	South Holland	IL	60473	(708) 929-2527	YAAMD Food Service Inc.
Hawthorn Mall	904 Hawthorn Center	Vernon Hills	IL	60061	(847) 454-7519	Hawthorne Steakery Inc.
Yale & North	141 W North Ave	Villa Park	IL	60181	(630) 359-5940	Rishita SandwichInc
Wilmington Petro Travel Plaza	24223 W. Lorenzo Rd.	Wilmington	IL	60481	(779) 232-7975	TA Operating LLC
Glenbrook Square	4201 Coldwater Rd # FC06	Fort Wayne	IN	46805	(260) 484-1308	Hyung Woo Lee
County Market Plaza	1921 W 25th Ave	Gary	IN	46404	219-427-0595	GICMPhillyz Inc
Greenwood Park Mall	1251 US 31 North	Greenwood	IN	46142	(317) 881-1800	Hyang Suh
Castleton Square Mall	6020 E 82nd St Ste 1002	Indianapolis	IN	46250-0047	(203) 745-6326	YMK, Inc.
Circle Centre	49 W. Maryland Street, VC03	Indianapolis	IN	46204	(317) 917-8564	Hyang Suh
East Boulevard Avenue	1610 E Boulevard Ave	Kokomo	IN	46902	(765) 450-4901	East Boulevard Philly
Walmart – Commerce Dr	4205 Commerce Dr	Lafayette	IN	47905	765-838-1196	Krinamayra Lafayette Inc
Southlake Mall	2278 Southlake Mall	Merrillville	IN	46410	(219) 791-0644	Bon Koo
University Park Mall	6501 Grape Rd Ste 578	Mishawaka	IN	46545-1040	(574) 243-8081	Yuan's Family Group, Inc.

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – US Highway 6	6087 US Highway 6	Portage	IN	46368	(219) 364-9900	Portage CH Inc
TA Seymour - IN	2636 E Tipton St	Seymour	IN	47274	(812) 522-6655	TA Operating LLC
Fort Leavenworth	Fort Leavenworth Main FC 330 Kansas Ave Bldg 700	Fort Leavenworth	KS	66027	(913) 651-7272	Army Air Force Exchange Service
Fort Leavenworth II	100 Stimson Ave Bldg 127	Fort Leavenworth	KS	66027	(913) 651-6573	Army Air Force Exchange Service
Fort Riley	Fort Riley Food Court Bldg # 6914	Fort Riley	KS	66442	(785) 784-3712	Army Air Force Exchange Service
Fort Riley II	Bldg 2210 Trooper Dr Food Court 2	Fort Riley	KS	66442	(785) 784-2775	Army Air Force Exchange Service
Oak Park Mall	11523 W 95th St	Overland Park	KS	66214	(913) 492-2600	Sung Enterprises
Towne East Square	7700 E Kellogg Dr # VC06	Wichita	KS	67207	(316) 612-9877	K&T Ventures, LLC
Ashland Town Center	500 Winchester Ave # 154	Ashland	KY	41101	(606) 325-5275	Ewida Enterprises, Inc.
Morgantown Rd & 68	1391 Morgantown Rd	Bowling Green	KY	42101	270-495-1188	Silver Plate Inc
Fort Campbell	Fort Campbell AAFES Food Court2840 Bastogne Ave	Fort Campbell	KY	42223-5114	(270) 439-1841	Army Air Force Exchange Service
Fort Knox	AAFES Ft Knox Exchange Bldg 127 Gold Vault Road	Fort Knox	KY	40121	(502) 942-4269	Army Air Force Exchange Service
Fayette Mall	3401 Nicholasville Rd.	Lexington	KY	40503	(859) 271-8473	Ewida Enterprises, Inc.
Jefferson Mall	4801 Outer Loop	Louisville	KY	40219	(502) 969-8377	Charley's Alpha, LLC
Mall at St. Matthews	5000 Shelbyville Rd Spc 1655	Louisville	KY	40207	(502) 398-5641	Charley's Alpha, LLC
Preston Highway	3408 Preston Highway	Louisville	KY	40213	(502) 689-3296	Tia Agia Maria LLC
Barksdale AFB #2	455 Curtiss Rd Bldg 4711	Barksdale AFB	LA	71110	(318) 746-2603	Army Air Force Exchange Service
Mall of Louisiana	6401 Bluebonnet Blvd Spc FC-008	Baton Rouge	LA	70836	(225) 765-6285	Su Ouyang
Fort Polk II	Fort Polk Food Court7742 Colorado Ave Bldg 850	Fort Polk	LA	71459	(337) 537-4089	Army Air Force Exchange Service
Oakwood Center - LA	197 Westbank Expressway	Gretna	LA	70053	(504) 309-1092	Su Ouyang
Acadiana Mall	5725 Johnston St.	Lafayette	LA	70503	(337) 484-3281	Su Ouyang

Center	Address	City	State	ZIP	Phone	Owner Name
Prien Lake Mall	496 W Prien Lake Rd	Lake Charles	LA	70601	(337) 564-6779	Su Ouyang
Lakeside Shopping Center - LA	3301 Veterans Memorial Blvd	Metairie	LA	70003	(504) 309-1092	Su Ouyang
Minden Truck Stop	2198 Hwy 532	Minden	LA	71055	318-588-0192	LVP Food Service Concept LLC
Pecanland Mall - LA	4700 Millhaven Rd	Monroe	LA	71203	(504) 309-1092	Su Ouyang
Swoop Store 91	109 East Bert Kouns Industrial Loop	Shreveport	LA	71106	440-993-7992	Diamond Jubilee Enterprises LLC
Corner Mall	417 Washington Street	Boston	MA	02108	(617) 482-0695	Charley Corner Corp
Longwood Galleria	400 Brookline Ave.	Boston	MA	02215	(617) 566-0289	Eddy Chen
South Shore Plaza - MA	250 Granite St Spc 2104	Braintree	MA	02184	(781) 266-8900	South Shore Charleys Steak Inc.
Belmont Street - MA	739 Belmont Street	Brockton	MA	02301	(774) 223-5118	Fei Chan
Westgate Mall (MA)	200 Westgate Drive	Brockton	MA	02301	(508) 510-4044	Eddy Chen
Burlington Mall	75 Middlesex Turnpike, Suite 2102	Burlington	MA	01803	(781) 221-2134	South Shore Charleys Steak Inc.
Holyoke Mall	50 Holyoke St.	Holyoke	MA	01040	(347-668-1179	Jae Cho
Cape Cod Mall	769 Iyannough Rd, #F115	Hyannis	MA	02601	(508) 321-2025	Fujie Chen
Natick Mall	1245 Worcester Street	Natick	MA	01760	(617) 347-7245	Jae Cho
Northshore Mall	210 Andover St	Peabody	MA	01960	(978) 530-4468	Zhihui Qiu
Walmart – Colony Place Rd	300 Colony Place Rd	Plymouth	MA	02360	(774) 699-1329	Plymouth Ascend Inc
Square One Mall	1201 Broadway	Saugus	MA	01906	(617) 347-7245	Minyu Chen
Webster Square Plaza - MA	1241 Main St	Worcester	MA	01603	(201) 787-2660	Jae Cho
Ashland Ave - MD	1835 Ashland Ave	Baltimore	MD	21205	(443) 388-8319	Andrew Charley's LLC
E Joppa Rd - MD	2205 E Joppa Rd	Baltimore	MD	21234	(410) 497-5469	Joppa Charleys LLC
Security Square Mall	6901 Security Blvd, Space FC3	Baltimore	MD	21244	(410) 298-5240	Fei (Eddy) Chan

Center	Address	City	State	ZIP	Phone	Owner Name
Montgomery Mall (MD)	7101 Democracy Boulevard	Bethesda	MD	20817	(301) 767-0007	Eddy Chan
Bowie Town Center - MD	15411 Excelsior Drive	Bowie	MD	20716	(281) 570-6616	Scott Enterprise USA LLC
Free State Shopping Ctr	15480 Annapolis Rd	Bowie	MD	20715	240-260-3986	SRG Holdings, LLC
Cadillac Crossing	16104 Cadillac Dr Suite A	Brandywine	MD	20613	(301) 782-1703	Fei (Eddy) Chan
Andrews AFB	Main Exchange Food Court Bldg1811 G St	Camp Spring	MD	20762	(301) 568-0180	Army Air Force Exchange Service
The Hub Food Hall - MD	6510 Baltimore National Pike	Catonsville	MD	21228	(667) 802-5177	Hub Maryland, Inc.
Clarksburg Premium Outlets	22705 Clarksburg Rd	Clarksburg	MD	20871	(301) 944-0010	Ling Xaio Wu
York Rd	9805-C York Rd	Cockeysville	MD	21030	980-253-3275	Caixia Zheng & Shijian Zheng
Mall in Columbia	10300 Little Patuxent Pkwy.	Columbia	MD	21044	(410) 715-8588	Chanel Li
Penn Station Shop Ctr	5736 Silver hill Rd	District Heights	MD	20747	(301) 278-5767	CK4 Pennstation LLC
Walmart – N Ridge Rd	3200 N Ridge Rd	Ellicott City	MD	21043	(410) 523-1111	New Northeast CP LLC
Ft. Meade II	2799 Rose Street	Fort Meade	MD	20755	(410) 305-4003	Army Air Force Exchange Service
North Frederick Ave	405 North Frederick Ave #C	Gaithersburg	MD	20877	(718) 200-7393	Jian Yun Li
Century Station	19877 Century Blvd Unit 25B	Germantown	MD	20874	(516) 707-0052	Fei Chan
Fox Chapel Shopping Ctr	19701 Frederick Road	Germantown	MD	20876	240-477-4702	Jian Yun Li
Walmart – Frederick Rd	20910 Frederick Rd	Germantown	MD	20876	(660) 242-7539	Waliul Chowdhury
Cromwell Business Park	920 Cromwell Park Drive	Glen Burnie	MD	21061	980-253-3275	Caixia Zheng & Shijian Zheng
Beltway Plaza	5506 Cherrywood Ln	Greenbelt	MD	20770	(240) 297-9363	Xu Feng Lin
Arundel Mills	7000 Arundel Mills Circle	Hanover	MD	21076	(443) 661-4790	Fei (Eddy) Chan
BITES Langley Park - MD	8046 New Hampshire Ave	Hyattsville	MD	20783	(223) 242-7539	Naveen Enterprises, Inc.
Capital Plaza	6300 Annapolis Rd, Space #2	Hyattsville	MD	20784	(646) 269-9918	H & H Group Investment, LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Mall at Prince Georges	3500 E. West Highway	Hyattsville	MD	20782	(301) 853-3300	Eddy Chen
Lanham Retail Center	9430 Annapolis Rd	Lanham	MD	20706	240-764-0264	Duarte7 LLC
LaPlata Village Center	50 Drury Dr	LaPlata	MD	20646	301-539-3082	Nitin Patel
Boulevard Shops	14619 Baltimore Ave	Laurel	MD	20707	(240) 280-2306	Scott Enterprise USA LLC
Corridor Marketplace	3351 Corridor Marketplace #500	Laurel	MD	20724	(240) 965-6314	Caixia & Shijian Zheng
White Marsh Mall	8200 Perry Hall Blvd # 2395	Nottingham	MD	21236	(410) 933-5898	Chanel Li
Foundry Row	10160 Reisterstown Rd	Owings Mills	MD	21117	(410) 754-4386	H & H Group Investment, LLC
Oxon Hill Plaza	6241 Livingston Rd, Space 305	Oxon Hill	MD	20745	(301) 567-7888	CK4 LLC
Walmart – Petrie Way Rd	6420 Petrie Way Rd	Rosedale	MD	21237	(443) 206-2377	Syed Abid Iqbal
Walmart – N Salisbury Blvd	2702 N Salisbury Blvd	Salisbury	MD	21801	(443) 944-3957	Syed Abid Iqbal
Aspen Hill Shop Ctr	13617 Connecticut Ave Suite 113	Silver Spring	MD	20906	(240) 880-2935	Jian Yun Li
Iverson Shops	3701 Branch Ave #2140	Temple Hills	MD	20748	(301) 316-9800	Chanel Li
Towson Town Center	825 Dulaney Valley Road	Towson	MD	21204	(917) 773-2342	Fei (Eddy) Chen
St. Charles Towne Center	11110 Mall Cir Spc VC02	Waldorf	MD	20603	(301) 645-9388	Jian Yun Li
Waldorf Shoppers World - MD	3248 Crain Highway	Waldorf	MD	20603	(301) 479-1107	Fei Chan
Wheaton Mall	11160 Viers Mill Rd Spc FC-2	Wheaton	MD	20902	(301) 946-1702	Jian Yun Li
Walmart – Perry Hills Court	8118 Perry Hills Court	White Marsh	MD	21236	(443) 206-2377	Syed Abid Iqbal
Maine Mall	364 Maine Mall Road, #F-107	South Portland	ME	4106	(207) 771-1500	Song's Families Inc.
Great Lakes Outlets Crossing	4406 Baldwin Rd	Auburn Hills	MI	48326	248-260-8803	Mojak2 LLC
E Warren & Cadieux	17101 East Warren Ave	Detroit	MI	48224	313-290-0707	East Detroit Steaks Inc
West Pierson Rd	4335 West Pierson Rd	Flint	MI	48532	(810) 258-5501	Victor Halloun

Center	Address	City	State	ZIP	Phone	Owner Name
Woodland Mall	3195 28th St SE	Grand Rapids	MI	49512	616-805-2737	WLMPhillyz Inc
Rivertown Crossing	3700 Rivertown Pkwy SW Spc 2166	Grandville	MI	49418-3091	(616) 538-1440	Bon & Sue Koo
S MLK Jr Blvd	3621 S MLK Jr Blvd	Lansing	MI	48910	517-977-1647	VH Enterprises Inc.
Twelve Oaks	27294 Novi Rd space FC107	Novi	MI	48377	248-449-9630	Mojak2 LLC
Macomb Mall	32201 Gratiot Ave # 150	Roseville	MI	48066	(586) 294-2050	Joe Gralka
Fashion Corners	4338 Bay Rd	Saginaw	MI	48603	(989) 797-1199	Kajos Future Corners LC
Van Dyke Ave	35364 Van Dyke Ave	Sterling Heights	MI	48312	(586) 883-9598	Walid Mawad
Oakland Mall	498-D W 14 Mile Rd	Troy	MI	48083	(248) 307-0016	Kajos Future Oakland LLC
WLMPhillyz Inc	1201 12th St. SW, #196	Rochester	MN	55902	(507) 281-6381	Xiang Sheng Inc.
Maplewood Mall	3001 White Bear Ave.	St Paul	MN	55109	(651) 773-6059	Jae-Hong Yim
Fort Leonard Wood	Bldg # 487 Replacement Ave	Fort Leonard Wood	MO	65473	(573) 329-2607	Army Air Force Exchange Service
Independence Center	18813 E 39th St S # 104	Independence	MO	64057	(317) 345-9655	Sung Enterprises
Northpark Mall - Joplin, MO	101 N Range Line Rd Spc 288	Joplin	MO	64801	(417) 626-8880	Wen (Jeremy) Lai
Walmart – N Boardwalk Ave	8551 N Boardwalk Ave.	Kansas City	MO	64154	816-937-2969	MISSS CHOUDRY LLC
Battlefield Mall	2825 S Glenstone Ave Ste VC08	Springfield	MO	65804-3728	(417) 886-2575	REO Enterprises LLC
Whiteman AFB	711 Vandenberg Bldg 529	Whiteman AFB	MO	65305	(660) 563-3167	Army Air Force Exchange Service
Keesler AFB II	Keesler AFB Food Court / Charley's506 Larcher Blvd Bldg 2306	Biloxi	MS	39534	(228) 432-5090	Army Air Force Exchange Service
Turtle Creek Mall (MS)	1000 Turtle Creek Dr.	Hattiesburg	MS	39402	(601) 579-0392	Jianling Zheng
Barnes Crossing Mall	1001 Barnes Crossing	Tupelo	MS	38804	(662) 260-4656	Guang Sun
Northlake Mall	6801 Northlake Mall Drive#FC207	Charlotte	NC	28216	(980) 367-3602	AM Northlake Partners LLC
Southpark Mall (NC)	4400 Sharon Rd.	Charlotte	NC	28211	(704) 366-6787	AM SOUTHPARK PARTNERS LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Streets at Southpoint	6910 Fayetteville Rd # 244	Durham	NC	27713	(919) 316-1222	Elbardi International NC, LLC
Fort Bragg Charley's Steakery	Bragg Military Shopping Plaza Bldg # 1007	Fort Bragg	NC	28307	(910) 436-4860	Army Air Force Exchange Service
Fort Bragg II	Fort Bragg Charley's Bldg # 4-2171 Riley Rd	Fort Bragg	NC	28307	(910) 436-5202	Army Air Force Exchange Service
Fort Bragg III	Bldg 8-50-50 Butner Rd North Post Exchange FC	Fort Bragg	NC	28307	(910) 436-2490	Army Air Force Exchange Service
Fort Bragg IV	Ardeness St Bldg C5934	Fort Bragg	NC	28307	(910) 960-9504	Army Air Force Exchange Service
Four Seasons Town Center	410 Four Seasons Town Centre Spc 350E	Greensboro	NC	27427	(336) 852-8826	Elbardi International NC, LLC
Valley Hills Mall	1960 Highway 70	Hickory	NC	28602	(828) 328-1300	June Enterprises Incorporation
Carolina Place - NC	11025 Carolina Place Pkwy Spc FC-08	Pineville	NC	28134	(704) 543-9044	AM Carolina Place Partners, LLC
Triangle Town Center	5959 Triangle Town Blvd., FC-1124	Raleigh	NC	27616	(919) 792-2206	Elbardi International Triangle LLC
Independence Mall (NC)	3500 Oleander Dr	Wilmington	NC	28403	(910) 792-9813	Soohyeon Hwang
Hanes Mall	3320 Silas Creek Parkway	Winston Salem	NC	27103	(336) 774-0144	Elbardi International Hanes LLC
Minot AFB	AAFES Food Court C/o Charley's Grilled Subs362 Missile Ave	Minot	ND	58705-5007	(701) 727-4706	Army Air Force Exchange Service
Fargo Petro Stopping Center	4510 19th Ave. S.	South Fargo	ND	58103	(701) 551-4034	DSE Investments, LLC
Gateway Mall (NE)	6100 O St.	Lincoln	NE	68505	(402) 464-0580	Gary & Mia Schmidt
Offutt AFB II	Offutt Food Court Bldg 166106 Meyers Ave	Offutt Afb	NE	68113	(402) 291-9596	Army Air Force Exchange Service
Mall of New Hampshire	1500 S Willow St	Manchester	NH	03103	(603) 206-5020	Jae Cho
Pheasant Lane Mall	310 Daniel Webster Highway	Nashua	NH	03060	(603) 402-4449	Zhen Li
Rockingham Park Mall - NH	99 Rockingham Park Blvd	Salem	NH	03079	(603) 894-5900	Jae Cho
Crossing Shopping Ctr - NJ	191 E 22nd St	Bayonne	NJ	07002-5002	(201) 858-1730	Fei Chan
Walmart – Route 88	1872 Route 88	Brick	NJ	08724	848-207-4434	Dharmesh Patel
Cherry Hill Mall	2000 NJ-38	Cherry Hill	NJ	08002	(856) 406-6305	Charleys Cherry Hill LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Deptford Mall	1750 Deptford Center Rd	Deptford Township	NJ	80096	(609) 941-9936	Chanel Li
Menlo Park Mall	55 Parsonage Rd Unit 325	Edison	NJ	08837	(732) 494-8201	Medhat Enterprises, Inc.
Oak Tree Plaza - NJ	6801 E Black Horse Pike, Suite 304	Egg Harbor Township	NJ	08234	(609) 867-9950	Omar Abdallah
McGuire-Dix-Lakehurst	Main Store Food Court Attn: Wanda S3452 Broidy Ave	Fort Dix	NJ	08641	(609) 723-6100	Army Air Force Exchange Service
Freehold Raceway Mall	3710 US Highway 9 Space B234	Freehold	NJ	07728	(848) 207-8949	Hyun Shin
Walmart – US Hwy 9	4900 US Hwy 9	Howell Township	NJ	07731	(848) 245-0686	Power Family & Friends, Inc
Newport Centre	30 Mall Dr W # VC-08	Jersey City	NJ	07310	(201) 795-0111	Fei Chan
Essex St - NJ	340 Essex St	Lodi	NJ	07644	(856) 544-9280	Michael Lai
Moorestown Mall - NJ	400 Route 38 Unit 1650	Moorestown	NJ	08057-3282	(603) 894-5900	Jae Cho
Bergen Town Center	825 Bergen Town Center #38	Paramus	NJ	07652	(201) 967-0099	Chun Hai Chen
Garden State Plaza	1 Garden State Plz Spc FC14	Paramus	NJ	07652	(201) 845-6060	C&J Garden State Plaza, Inc.
Rockaway Townsquare Mall	301 Mount Hope Ave Spc 2105	Rockaway	NJ	07866	(973) 366-1161	C & J Restaurant of Rockaway, Inc.
Route 9 Sayreville	978 Route 9	Sayreville	NJ	08879	(732) 727-2222	St. Shenouda LLC
Hadley Center - NJ	4957 Stelton Road	South Plainfield	NJ	07080	(908) 444-8081	St. Shenouda LLC
Roxbury Mall	275 NJ 10	Succasunna	NJ	07876	862-219-5089	A & A NJ FOODS LLC
Jersey Shore Premium Outlets	One Premium Outlets Boulevard	Tinton Falls	NJ	07753	(973) 403-3182	Bhawin Patel, Dipteshkumar Patel, Samir Marwaha
Willowbrook Mall (NJ)	1400 Willowbrook Mall	Wayne	NJ	07470	(973) 256-9778	American Foods Management
Woodbridge Center	250 Woodbridge Center Dr	Woodbridge	NJ	07095	(732) 362-0400	Charleys Woodbridge LLC
Coronado Center - NM	6600 Menaul Blvd NE	Albuquerque	NM	87110	(505) 305-6872	Good Karma Restaurants LLC
Cottonwood Mall	1000 Coors Bypass	Albuquerque	NM	87114	(505) 308-8974	Good Karma Restaurants LLC
Holloman AFB	551 4th St Bldg 227	Holloman AFB	NM	88330	(505) 479-1657	Army Air Force Exchange Service

Center	Address	City	State	ZIP	Phone	Owner Name
Kirtland II	7901 Gibson Blvd SE Bldg 20176	Kirtland AFB	NM	87117-0001	(505) 256-1889	Army Air Force Exchange Service
Walmart – Marks St	504 Marks St	Henderson	NV	89014	(702) 665-5238	LVP Food Service Concept LLC
Meadows Mall	4300 Meadows Lane Sp.5110	Las Vegas	NV	89107	702-551-5885	KAR Holdings LLC
Rainbow Blvd	5870 South Rainbow Blvd	Las Vegas	NV	89118	702-522-8513	LVP Food Service Concept LLC
Russel Rd	5715 S Decatur	Las Vegas	NV	89118	702-878-9170	LVP Food Service concept LLC
South Las Vegas Blvd	12011 S Las Vegas Blvd	Las Vegas	NV	89183	725-696-0227	LVP Food Service Concept LLC
Walmart - Arroyo Crossing Pkwy, NV	7200 Arroyo Crossing Pkwy	Las Vegas	NV	89113	(702) 263-8899	Wissam Dagher
Walmart – S Fort Apache Rd	5200 S Fort Apache Rd	Las Vegas	NV	89148	702-845-6951	LVP Food Service Concept LLC
Walmart – W Charleston Blvd	4505 W Charleston Blvd	Las Vegas	NV	89102	(702) 268-7728	LVP Food Service Concept LLC
Walmart – W Craig Rd	1807 W Craig Rd	Las Vegas	NV	89032	702-845-6951	LVP Food Service Concept LLC
Walmart – W Tropical Pkwy	8060 W Tropical Pkwy	Las Vegas	NV	89149	(702) 703-5393	Tropical Cheesesteak LLC
Nellis AFB	5691 Rickenbacker Rd Bldg 431	Nellis AFB	NV	89191	(702) 644-8516	Army Air Force Exchange Service
Meadowood Mall	5615 Meadowood Cir	Reno	NV	89502	(775) 826-7827	Resty Reyes
Colonie Center	Wolf Rd. & Central Ave.	Albany	NY	12205	(518) 621-1887	Chan Kyu Lee
Crossgates Mall	1 Crossgates Mall Rd.	Albany	NY	12203	(518) 869-3522	Chan Leee
South Shore Mall - NY	1701 Sunrise Hwy	Bayshore	NY	11706	(631) 206-1100	Eddy Chan
Mall at Bay Plaza	200 Baychester Ave.	Bronx	NY	10475	(718) 671-2009	Good 4 Us, LLC
Throggs Neck - NY	815 Hutchinson River Pkwy	Bronx	NY	10465	(972) 905-5423	QXH CIRCLE SQUARE INC
Kings Plaza Shopping Center	5100 Kings Plaza	Brooklyn	NY	11234	(718) 338-3083	Mukul Deb
Penn Plaza	937-B Pennsylvania Ave	Brooklyn	NY	11207	(347) 312-6120	Parminder Singh
Walden Galleria Mall	One Walden Galleria Dr Spc F-205	Buffalo	NY	14225	(716) 681-3922	Jessie & Jay Inc.

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – Centereach Square	161 Centereach Mall	Centereach	NY	11720	(631) 285-3338	Tejinderpal Singh
Deer Park Tanger Outlets - NY	152 The Arches Circle	Deer Park	NY	11729	(631) 667-0905	Fei Chan
Queens Center	90-15 Queens Blvd Spc FC-1	Elmhurst	NY	11373	(718) 271-7220	Chonbaegold
Consumer Square - NY	830 County Road 64 Ste 19D	Elmira	NY	14903	(607) 739-1663	Charley's C.S. Inc.
Walmart - Merritt Blvd, NY	26 W Merritt Blvd	Fishkill	NY	12524	(203) 745-6326	Pragneshkumar Patel
Whitestone Express Plaza - NY	30-11 Stratton Street	Flushing	NY	11354	(718) 886-2122	Fei (Eddy) Chan
Fort Drum	Attn Jay Vitug10730A Enduring Freedom Dr Bldg P	Fort Drum	NY	13606	(315) 773-2123	Army Air Force Exchange Service
Roosevelt Field Mall	630 Old Country Road	Garden City	NY	11530	(516) 747-2068	H & H Roosevelt Food LLC
Fulton Ave	362 Fulton Ave	Hempstead	NY	11550	(845) 395-3335	Jerry Li
Smith Haven Mall	313 Smith Haven Mall	Lake Grove	NY	11755	(518) 961-1133	Chanel Li
Galleria at Crystal Run - NY	1 Galleria Drive	Middletown	NY	10941	(845) 695-1009	Pragneshkumar Patel
Walmart – Newburgh	1201 NY-300	Newburgh	NY	12550	(845) 522-4843	Fishkill R&L, Inc
Fashion Outlets of Niagara Falls	1900 Military Road	Niagara Falls	NY	14304	(716) 298-5005	Chimin (Paul) An
Poughkeepsie Galleria- NY	2001 South Rd	Poughkeepsie	NY	12601	(518) 362-2388	Chan Lee
Riverhead Outlet II Tanger - NY	1316 Tanger Mall Drive	Riverhead	NY	11901	(631) 667-0905	H&H Group Investment, LLC
Roman Plaza (Forest Ave)	2343 Forest Ave #2	Staten Island	NY	10303	(646) 269-9918	H &H Group Investment LLC
Staten Island Mall - NY	2655 Richmond Ave.	Staten Island	NY	10314	(718) 698-8866	Charleys Staten Island LLC
Destiny USA Mall	9090 Destiny Way	Syracuse	NY	13204	(315) 426-7958	Ting Qiu
Green Acres Mall	2044 Green Acres Mall # 220	Valley Stream	NY	11581	(516) 825-3130	Good 4 Us, LLC
Walmart – Brandt Point Dr	1990 Brandt Point Dr	Webster	NY	14580	646-334-5642	Narinder singh
Palisades Center	3580 Palisades Center Dr	West Nyack	NY	10994	(845) 348-1501	ZYC LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – Boulevard East	901 Boulevard East	Yaphank	NY	11980	(631) 448-7070	Yaphank Subs, Inc
Fairfield Commons	27277 Fairfield Commons Dr	Beavercreek	OH	45431	937-431-1413	CNQ Inc
Brookpark Rd - OH	13895 Brookpark Rd	Brook Park	OH	44142	(440)-646-2565	Nilkanth Enterprises, Inc.
Kenwood Town Center	7875 Montgomery Road	Cincinnati	OH	45236	(513) 792-9888	DEUT65 LLC
Walmart – Cunningham Rd	2801 Cunnigham Rd	Cincinnati	OH	45241	(513) 554-0400	DEUT65 LLC
Broadway & 65th	6610 Broadway Ave	Cleveland	OH	44105	216-400-6897	Broadway Road Corp.
Lee & Glendale	3870 Lee Rd	Cleveland	OH	44128	(216) 417-5123	Saweres Enterprise Inc
Columbus Convention Center	400 N High St, #162	Columbus	OH	43215-2076	(614) 344-6772	Young Charley LLC
Graceland Shopping Center	5033 N. High Street	Columbus	OH	43214	(614) 595-1752	CNQ, Inc.
Morse Rd Retail	1855 Morse Rd	Columbus	OH	43229	(614) 502-0056	Yassini Subs LLC
North High St.	1980 N. High St.	Columbus	OH	43201	(614) 824-2535	CNQ, Inc.
Port Columbus International Airport	4600 International Gtwy Spc 245	Columbus	OH	43219	(614) 238-6615	T-Tree Sushi LLC
Tuttle Crossing Mall	5043 Tuttle Crossing Blvd	Dublin	OH	43016	614-389-0252	CNQ Inc
Elyria IV Shopping Center	620 Chestnut Commons Dr	Elyria	OH	44035	(440) 366-0404	Saweres Group Corp.
Westgate Shopping Ctr	3520 Westgate Mall	Fairview Park	OH	44126	(440) 857-0179	OMIPS1 LLC
Turney & Shady Oak	5637 Turney Rd	Garfield Heights	OH	44125	216-510-0077	George Shenouda & Sobhy Ewida
Hilliard Rome	1777 Hilliard Rome Rd	Hilliard	OH	43026	(614) 541-9047	Hapco Hilliard LLC
Lakewood City Center - OH	14833 Detroit Ave	Lakewood	OH	44107	(440) 857-0618	Ewida Enterprises, Inc
Liberty Center	7100 Foundry Row	Liberty Township	OH	45069	(513) 755-1626	CNQ, Inc.
Pearl Rd	6869 Pearl Rd Unit B	Middleburg Heights	OH	44130	(440) 340-4752	Wagdy Beshay
Cincinnati Premium Outlets	400 Premium Outlets Drive	Monroe	OH	45050	(513) 433-8020	CNQ, Inc.

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Eastwood Mall	5555 Youngstown Warren Road	Niles	OH	44446	(330) 505-9722	Ewida Enterprises, Inc.
The Strip - OH	6787 Strip Ave NW	North Canton	OH	44720	(330) 768-7155	Saweres Group Corp.
Great Northern Mall - OH	140 Great Northern Mall	North Olmstead	OH	44070-3301	(833) 230-2930	Janete Saad
Randall Square	4603 Northfield Rd.	North Randall	OH	44128	216-438-7012	George Shenouda & Marko Fahim
W 4th St - OH	2120 W 4th St	Ontario	OH	44906	(419) 775-4588	Guru Aagna, Inc.
Ridge Rd - OH	6780 Ridge Rd	Parma	OH	44129	(440) 613-5032	George Shenouda
Broadview Rd	7475 Broadview Rd	Seven Hills	OH	44131	(216) 232-1063	George Shenouda
Wright-Patterson AFB	Charley's Steakery Bldg 1250 Area A Kitty Hawk	Wright Patterson AFB	OH	45433	(937) 879-4317	Army Air Force Exchange Service
Southern Park Mall	7401 Market St # 367	Youngstown	OH	44512	(330) 629-7090	Amale Abi Salloum
Walmart – W Owen K Garriott	5505 W Owen K Garriott	Enid	OK	73703	(405) 385-9321	5th Duel LLC
Fort Sill	Bldg 1718 Gruber Rd	Fort Sill	OK	73503	(580) 250-1759	Army Air Force Exchange Service
Central Mall - OK	4 Central Mall	Lawton	OK	73501	(580) 250-4008	Hossein Moini
Penn Square Mall	1901 NW Expressway Ste 2037	Oklahoma City	OK	73118-9232	(405) 810-9906	MSP Penn Corp.
Quail Springs Mall	2501 W Memorial Rd Ste 9	Oklahoma City	OK	73134-8025	(405) 748-7276	Moon Park
Walmart – Belle Isle Blvd	1801 Belle Isle Blvd	Oklahoma City	OK	73118	(405) 810-9906	Byoung Chul Choi
Tinker AFB	Tinker AFB Main Food Court 3360 N Avenue Bldg # 685	Tinker AFB	OK	73145	(405) 610-1001	Army Air Force Exchange Service
Woodland Hills	7021 S Memorial Dr Ste 262	Tulsa	OK	74133-2068	(918) 254-0510	Moon Park
Clackamas Town Center	12000 SE 82nd Ave	Portland	OR	97086	(503) 653-1102	David Tan
Washington Square Mall - OR	9585 S.W. Washington Square	Portland	OR	97223	(510) 676-2187	SRT Investment Charleys LLC
Salem Center	401 Center St NE	Salem	OR	97301	(503) 581-6430	SABR, INC.
Walmart - Butler Commons, PA	400 Butler Commons	Butler	PA	16001	(724) 256-9944	Radhe Investments LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Capital City Mall	3506 Capital City Mall Dr.	Camp Hill	PA	17011	(717) 761-1370	Begory Food Services LLC
Millcreek Mall	5800 Peach Street	Erie	PA	16565	(814) 864-0604	Ewida Enterprises, Inc.
Walmart – Hazle Township	761 Airport Rd	Hazle Township	PA	18202	443-821-0249	FSHS LLC
Walmart – Town Centre Dr	150 Town Centre Dr.	Johnstown	PA	15904	732-318-0749	Hemal Desai
Park City Center	1217 Park City Center L 217	Lancaster	PA	17601	(717) 390-1043	Jae Cho
Oxford Valley Mall	2300 E. Lincoln Highway, Space FO22	Langhorne	PA	19047	(908) 422-5515	Good Pine Inc.
Walmart – Carlisle Pike	6520 Carlisle Pike	Mechanicsburg	PA	17050	(717) 506-0392	Hemal Desai
Lincoln Hwy	1903 Lincoln Hwy	North Versailles	PA	15137	(412) 450-0840	Biumy Enterprises II Inc
Philadelphia Mills	1455 Franklin Mills Circle	Philadelphia	PA	19154	(267) 631-2555	CPS of Philly, LLC
Shops at Aramingo	3837 Aramingo Ave	Philadelphia	PA	19137	843-496-6827	Winter Leaf of Philly LLC
South Hills Village - PA	301 South Hills Village	Pittsburgh	PA	15241	(412) 701-4336	Biumy Enterprises Inc
Holiday Park Shopping Center	2396 Golden Mile Highway	Plum	PA	15239	412-537-3012	Biumy Enterprises III Inc.
Walmart - Trinity Point, PA	30 Trinity Point Dr	Washington	PA	15301	(724) 228-1786	Hrishikesh LLC
Willow Grove Mall	2500 W Moreland Rd Spc 3042	Willow Grove	PA	19090	(215) 657-1040	Jae Cho
Cheltenham Plaza	8248 Ogontz Ave	Wyncote	PA	19095	843-496-6827	Winter Leaf of Philly LLC
Walmart – Town Center Dr	1000 Town Center Dr	York	PA	17408	(717)524-4799	Hemal Desai
Puerto Rico Premium Outlet	1 Premium Outlets Blvd., Space #FC100	Barceloneta	PR	00617	(787) 970-8719	Elbardi International PLA, LLC
Fort Buchanan	Buchanan Charley's Steakery218 Brook St	Fort Buchanan Guaynabo	PR	00934	(787) 792-9130	Army Air Force Exchange Service
Plaza Las Americas	525 Ave Franklin Delano Roosevelt Spc 327	San Juan	PR	00918	(787) 671-9532	Elbardi International PLA, LLC
Providence Place	1 Providence Pl Spc 5115	Providence	RI	02903	(401) 270-6558	Bon Koo
Warwick Mall	400 Bald Hill Rd Ste F-2	Warwick	RI	02886	(401) 921-5550	Bon Koo

Center	Address	City	State	ZIP	Phone	Owner Name
Citadel Mall	2070 Sam Rittenberg Blvd Unit FC1	Charleston	SC	29407-4642	(843) 573-8918	G.Men LLC
Northwoods Mall (SC)	2150 Northwoods Blvd Unit FC3	Charleston	SC	29406-4000	(843) 572-1506	Sunjung Park
Charleston AFB	1990 Lawson Dr	Charleston AFB	SC	29404	(843) 552-9415	Army Air Force Exchange Service
Columbiana Centre	100 Columbiana Cir Spc 1274	Columbia	SC	29212	(803) 732-2010	Elba International Columbiana, LLC
Magnolia Mall	2701 David McLeod Blvd	Florence	SC	29501	(843) 942-1818	Elba International Magnolia LLC
Fort Jackson	Fort Jackson Exchange Charley's Steakery 4110 Moseby	Fort Jackson	SC	29207	(803) 790-1645	Army Air Force Exchange Service
Haywood Mall	700 Haywood Dr. #2111	Greenville	SC	29607	(864) 286-1262	Elbardi International Haywood, LLC
Coastal Grand Mall	2000 Coastal Grand Cir Ste FC-4	Myrtle Beach	SC	29577	(843) 448-2096	STH257LLC
Myrtle Beach Tanger Outlet	10835 Kings Rd	Myrtle Beach	SC	29572	(843) 449-0007	North MB Philly, LLC
Empire Mall	4001 W 41st St.	Sioux Falls	SD	57106-0702	(605) 362-1312	Judy Weiner
Hamilton Place Mall	2100 Hamilton Pl Spc 309	Chattanooga	TN	37421	(423) 894-0454	Changyun Kim
Cool Springs Galleria	1800 Galleria Blvd # 3070	Franklin	TN	37067	(615) 778-7679	Ninette Semaan
Mall at Johnson City	2011 N Roan St Ste 35A	Johnson City	TN	37601-3118	(423) 283-0464	Kenneth Tennessee LLC
West Market Street	2108 W Market St Ste D	Johnson City	TN	37604-6068	(423) 232-5253	Michael Oaks
Fort Henry Mall - TN	2101 Fort Henry Dr # E-14	Kingsport	TN	37664-3659	(423) 207-4496	Melissa Moore
Walmart – Kinzel Way	3051 Kinzel Way	Knoxsville	TN	37924	865-367-3488	Devendra Patel & Veer Patel
Opry Mills Mall	453 Opry Mills Dr Spc FC-6	Nashville	TN	37214-2440	(615) 823-3199	Ninette Semaan
Westgate Mall (TX)	7701 Interstate 40 West	Amarillo	TX	79121	(806) 803-9013	Sunidhi Enterprises, LLC
The Parks at Arlington	3811 S Cooper St Spc 2144	Arlington	TX	76015	(817) 465-6300	Mirero, Inc.
Atasca Oaks Shopping Center - TX	6320 FM 1960 Rd East	Atascocita	TX	77346	(281) 570-6616	Luxor Ventures LLC
Barton Creek Square Mall	2901 S Capital of Texas Hwy Ste VC7	Austin	TX	78746-8112	(512) 514-0070	New SK LLC

Center	Address	City	State	ZIP	Phone	Owner Name
W Parmer Ln	1700 West Parmer Lane	Austin	TX	78727	512-284-7439	Chewy Go Food LLC
Walmart – Lake June Rd	12300 Lake June Rd	Balch Springs	TX	75180	(682) 302-1889	Balch Springs Philly Steaks Inc
Spring Park at Baytown	8206 Garth Rd	Baytown	TX	77521	(281) 417-8997	Shantaher Food Inc
Walmart – Garth Rd	4900 Garth Rd	Baytown	TX	77521	(281) 839-7182	Fourtoon Inc
Parkdale Mall	6155 Eastex Frwy.	Beaumont	TX	77706	(409) 223-1814	Meiwen Wei
Westmont Shopping Ctr	6475 Phelan Blvd	Beaumont	TX	77706	(409) 347-8322	ADX LLC
Walmart – Interstate 35	1521 Interstate 35 N	Bellmead	TX	76705	(254) 300-7816	MAJAS Inc
Sunrise Mall- TX	2370 N Expressway Ste 1336	Brownsville	TX	78521-1200	(956) 546-1191	FICCO LLC
Canton Travel Plaza - TX	9800 Interstate 20	Canton	TX	75103	(903) 829-8100	Zabgo Enterprises LLC
Outlet Shoppes at El Paso - TX	7051 S Desert Blvd	Canutillo	TX	79835	(915) 243-0311	FICCO LLC
Walmart – Uptown Blvd	621 Uptown Blvd	Cedar Hill	TX	75104	(817) 631-0063	Fourtoon Inc.
Walmart – Cibolo Valley Dr	602 Cibolo Valley Dr	Cibolo	TX	78108	(210) 701-8355	Fourtoon Inc
Walmart – West Henderson	1616 West Henderson	Cleburne	TX	76033	(817) 765-4058	Avash Inc
Post Oak Mall	1500 Harvey Rd.	College Station	TX	77840	(979) 704-6788	Rogridefi Management, LLC
336 Marketplace	449 S Loop 336 W Suite 100	Conroe	TX	77304	(936) 242-1857	Tony Lav
Swingby Conroe	19175 FM 1314	Conroe	TX	77302	(281) 572-2567	Friendship Business LLC
FM 78 Plaza - TX	8144 FM 78	Converse	TX	78109	(210) 290-9930	Copains Restaurants, LLC
Walmart – FM 78	8315 FM 78	Converse	TX	78109	(832) 649-5040	Piccadilly Group LLC
Saratoga Station - TX	5625 Saratoga Blvd	Corpus Christi	TX	78414	(361) 299-5280	Villtex, LLC
Corrigan Truck Stop	619 N Home St	Corrigan	TX	75939	936-718-7755	UDAY Stores, Inc.
Walmart – FM 2100 Rd	14215 FM 2100 Rd	Crosby	TX	77532	(281) 407-4453	Crosby Cheesesteaks Inc

Center	Address	City	State	ZIP	Phone	Owner Name
Cyfair Town Center	17255 Spring Cypress Rd Suite A	Cypress	TX	77429	(409) 234-4263	Sophoat Kem
Cypress Junction	20521 FM 529 Suite 100	Cypress	TX	77433	(281) 861-5112	Horizon Eclipse Capital LLC
Fry Tuckerton Rd	20725 Tuckerton Rd, Ste 900	Cypress	TX	77433	281-758-5280	Joseph Zaki
Houston Premium Outlet	29300 Hempstead Rd Spc 992	Cypress	TX	77433	(281) 256-7831	FICCO LLC
Dallas Galleria	13350 N Dallas Pkwy	Dallas	TX	75240	(214) 444-7053	AJS Imports, Inc.
Marketplace at Frankford	3628 Frankford Rd	Dallas	TX	75287	214-991-3047	RSSK Group LLC
Walmart – Montfort Rd	15220 Montford Rd	Dallas	TX	75248	954-605-3109	Atalab Prosper LLC
Walmart - S Loop 288, TX	1515 S Loop 288	Denton	TX	76205	(940) 323-9555	Dewany and Kim LLC
Walmart – W University Dr	2750 W University Dr	Denton	TX	76201	(940) 380-0070	RDDK Food Group LLC
Cielo Vista Mall	8401 Gateway Blvd. West	El Paso	TX	79925	(915) 887-0644	FICCO LLC
Eastlake Commons	12261 Eastlake Blvd Suite B201	El Paso	TX	79928	(915) 519-4009	Lonches Lonches LLC
Zaragoza Market Place - TX	1830 N Zaragoza Rd	El Paso	TX	79936	(915) 307-3179	Cheesesteaks El Paso LLC
Fuel America - TX	23183 IH 35	Encinal	TX	78019	(661) 885-3400	Exit 32 Retail, LLC
Victory Shops at Forney	207 Marketplace Blvd	Forney	TX	75126	469-447-4931	Abdelhamid Ajak
Fort Bliss	Fort Bliss Food Court Bldg # 1611 Marshall Rd.	Fort Bliss	TX	79908	(915) 562-3005	Army Air Force Exchange Service
Fort Bliss III	20752 Gulf Victory Way	Fort Bliss	TX	79916	(214) 312-6299	Army Air Force Exchange Service
Fort Hood	118 761st Tank Battalion Ave Store 310	Fort Hood	TX	76544	(254) 532-1321	Army Air Force Exchange Service
Fort Hood IV	Clear Creek Food CourtBldg. 4250 Clear Creek Rd.	Fort Hood	TX	76544	(254) 532-0052	Army Air Force Exchange Service
Fort Sam Houston	Fort Sam Houston Exchange Charley's Steakery Bldg # 2420	Fort Sam Houston	TX	78234	(210) 225-4694	Army Air Force Exchange Service
Hulen Mall	4800 S Hulen St # 2095	Fort Worth	TX	76132	(817) 361-0652	Kyung Kim
Walmart – Anderson Blvd	8401 Anderson Blvd	Fort Worth	TX	76120	(817) 438-7712	Avash Inc

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – McCart Ave	7451 McCart Ave	Fort Worth	TX	76133	(682) 224-5599	R & D Fast Food LLC
Westside Corner - TX	9521 White Settlement Rd	Fort Worth	TX	76108	(682) 708-7224	Dewany Investment LLC
Swingby Fresno	2723 FM 521	Fresno	TX	77545	(281) 710-4150	Riyazali Momin
Baybrook Mall	500 Baybrook Mall	Friendswood	TX	77546	(281) 984-7376	Regency House, LLC
Stonebriar Centre	2601 Preston Rd Spc 2030	Frisco	TX	75034	(972) 324-3333	Jonathan Wang
Walmart – 8555 Preston Rd	8555 Preston Rd	Frisco	TX	75034	(972) 292-9601	Iconic Franchises Inc
Broadway Corners - TX	5949 Broadway Blvd	Garland	TX	75043	(469) 298-0881	TE PRO36 LLC
Walmart – E Highway 377	735 E Highway 377	Granbury	TX	76048	(817) 405-2453	Avash Inc
Grapevine Mills Mall - TX	3000 Grapevine Mills Pkwy Spc FC-03	Grapevine	TX	76051	(972) 539-6439	J.J.C.J LLC
Walmart – Justin Rd	3060 Justin Rd	Highland Village	TX	75077	(469) 830-1766	Iconic Franchises Inc
Walmart – Horizon Blvd	13900 Horizon Blvd	Horizon City	TX	79928	915-603-5262	FICCO, LLC
Crosstimbers St	85 E Crosstimbers St	Houston	TX	77022	(713) 393-7807	Texanhui Ventures LLC
Highway 6 Houston	8491 Highway 6	Houston	TX	77095	(281) 861-5006	David Tran
Houston Galleria	5015 Westheimer Rd., Space #1360	Houston	TX	77056	(832) 409-6503	Jungah Wee
Market Square at Eldridge	2522 Eldridge Pkwy, Ste 300	Houston	TX	77082	346-570-5333	Star Grafton 10, LLC
Memorial City Mall	303 Memorial City Mall	Houston	TX	77024	(832) 649-8054	Cumberland Group, LLC
Perry Rd C&G	13010 Perry Rd	Houston	TX	77070	281-305-5710	Cypress Food Inc
South Main Street Plaza	9540 South Main St	Houston	TX	77025	(346) 571-5671	Christopher Lav
Swingby Crosby	14650 Crosby Freeway	Houston	TX	77013	(346) 312-6488	Riyazali Momin
Tomball & West Rd	6405 West Rd, Suite 100	Houston	TX	77086	(346) 219-2955	Star Grafton 8 LLC
Walmart – Dunvale Rd	2727 Dunvale Rd	Houston	TX	77063	(713) 485-5630	Star Grafton 4 LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – Hwy 6 South	350 Highway 6 South	Houston	TX	77082	(832) 328-5119	Star Grafton 5, LLCc
Walmart – Northwest Fwy	13484 Northwest Fwy	Houston	TX	77040	(713) 485-0063	San Karas LLC
Walmart – S Kirkwood Rd	2700 S Kirkwood Rd	Houston	TX	77077	(281) 809-5900	Star Grafton 3 LLC
Walmart – Yale St	111 Yale St	Houston	TX	77007	(346) 438-6296	CH Heights ALV LLC
West Road Collection	10719 North Freeway	Houston	TX	77037	(832) 230-3488	Star Grafton 7, LLC
Willowbrook Mall (TX)	1160 Willowbrook Mall	Houston	TX	77070	(832) 869-4962	KEEP FIT LLC
Deerbrook Mall	20131 Hwy 59 N	Humble	TX	77338	(281) 319-4493	Young Yi Kim
Walmart - FM 1960 Bypass, TX	9451 FM 1960 Bypass	Humble	TX	77338	(281) 570-6616	Star Grafton 6 LLC
Walmart - Precinct Line Rd, TX	1732 Precinct Line Rd	Hurst	TX	76054	(817) 656-3000	R&D Fast Foods LLC
Walmart – Airport Fwy	4100 W Airport Fwy	Irving	TX	75062	(469) 713-1369	Fourtoon Inc
Walmart – Market Place Blvd	1635 Market Place Blvd	Irving	TX	75063	(214) 434-1064	Surestone Group LLC
Gordo's Travel Center	2437 N Main St	Junction	TX	76849	325-215-2050	Sarvoday Investments, LLC
Grand Morton Town Ctr	22811 Morton Ranch Rd	Katy	TX	77449	346-360-3041	Sophoat Kem
Katy Mills Mall	5000 Katy Mills	Katy	TX	77494	(281) 574-2627	Roa & Grisolia Investment LLC
South Mason Rd	514 Mason Rd	Katy	TX	77450	832-649-5040	Winchmore House LLC
Walmart - Market Place Dr, TX	25108 Market Place Dr	Katy	TX	77494	(281) 574-9454	Roa & Grisolia Investment LLC
Fuel America – Kingsville	2104 E Corral Ave	Kingsville	TX	78363	361-424-1518	LVP Food Service Concept LLC
Lackland AFB	2180 Reese St Bldg 1385	Lackland AFB	TX	78236	(210) 674-6465	Army Air Force Exchange Service
Brazos Mall	100 Highway 332 W Ste FC-5	Lake Jackson	TX	77566	(979) 480-0233	FICCO LLC
Walmart – Lake Worth Blvd	6360 Lake Worth Blvd	Lake Worth	TX	76135	(682) 224-5444	Best Philly, Inc
Walmart – I-35E	150 N Interstate35 East Service Rd	Lancaster	TX	75146	(469) 382-2241	P-N LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Mall del Norte	5300 San Dario	Laredo	TX	78041	(956) 857-4077	Ernesto Elizondo
Round Grove Rd	413 E Round Grove Rd Suite 102A	Lewisville	TX	75067	(469) 464-3868	2Point5 LLC
South Plains Mall	6002 Slide Road	Lubbock	TX	79414	(806) 412-3796	MD Rahman
Mansfield Town Center	1971 US 287 Frontage Rd	Mansfield	TX	76063	(817) 438-7650	Avash Inc
La Plaza Mall	2200 S 10th St Ste VC-03	McAllen	TX	78503-5437	(956) 618-2393	FICCO LLC
Rio Grande Valley Outlets - TX	5001 E Expressway 83	Mercedes	TX	78570	(956) 294-1441	FICCO LLC
Broadmor Plaza	714 N Galloway Ave	Mesquite	TX	75149	469-372-0474	Mesquite Philly Steaks Inc
Mesquite Retail Plaza	3730 E Highway 80	Mesquite	TX	75149	(972) 288-7383	Mohammad Qureshi
Town East Mall	2063 Town East Mall, Suite 3046	Mesquite	TX	75150	(469) 386-8200	Jonathan Wang
Midland Park Mall	4511 N Midkiff Rd	Midland	TX	79705	(432) 689-0899	Maw's CPS MD, LLC
Walmart – Hwy 6	5501 Hwy 6	Missouri City	TX	77459	(281) 969-8923	Fourtoon Inc
Walmart – NE Loop 820	6401 NE Loop 820	N Richland Hills	TX	76180	(682) 334-4777	Bethy Haklar
Chubby's Travel Center	21561 FM 471 S	Natalia	TX	78059	(803) 227-0156	TX Yummy Food Inc
Music City Mall	4101 E 42nd St	Odessa	TX	79762	(432) 366-9321	Chounlapane Family LLC
Walmart – Broadway St	1710Broadway St	Pearland	TX	77581	(832) 304-2670	Naushad Wadiwala
14th Street Market - TX	2300 14th Street	Plano	TX	75074	(972) 905-5423	Jung Tae Jeon
Walmart – Porter	23561 US Hwy 59	Porter	TX	77365	(346) 786-2646	SBR Group LLC
Randolph AFB II	Charley's Tamie Hale Manager AAFES Food Court630 3rd St Bldg 1068	Randolph AFB	TX	78150	(210) 659-8729	Army Air Force Exchange Service
The Crossing at Katy Fulshear	26750 FM 1093 Suite 140	Richmond	TX	77406	(346) 457-7037	Abosede Afolabi
Walmart – S I-35	2701 S Interstate 35	Round Rock	TX	78664	(512) 215-4405	Milind Diwadkar
Walmart – Lakeview Pkwy	2501 Lakeview Pkwy	Rowlett	TX	75088	(972) 926-3817	E-Square DFW LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – N Saginaw Blvd	1401 N Saginaw Blvd	Saginaw	TX	76179	(216) 470-1118	R & D Fast food LLC
Bandera Rd	11707 Bandera Rd #102	San Antonio	TX	78250	(210) 314-6699	Lotfi Inc
Ingram Park	6301 NW Loop 410	San Antonio	TX	78238	(210) 598-9291	Fourtoon Inc
North Star Mall	7400 San Pedro Ave # FC-8	San Antonio	TX	78216-8329	(210) 339-2939	Mirero Star, Inc.
San Antonio Airport	9710 Airport Blvd Terminal B Spc FC-2	San Antonio	TX	78216	(210) 829-8211	Ki Park
Walmart – 8500 Jones Maltsberger Rd	8500 Jones Maltsberger Rd	San Antonio	TX	78216	(210) 764-9098	Thearum Seng
Walmart - De Zavala Rd, TX	5555 De Zavala Rd	San Antonio	TX	78249	(210) 701-8930	Copains Restaurants, LLC
Walmart – Leslie Rd	6703 West Loop 1604 N	San Antonio	TX	78254	(210) 560-2239	Enfield Group LLC
Walmart – Nacogdoches Rd	16503 Nacogdoches Rd	San Antonio	TX	78247	(210) 593-8787	Fourtoon Inc
Walmart - SE Loop 410, TX	2100 SE Loop 410	San Antonio	TX	78220	(210) 332-5962	Copains Restaurants, LLC
Walmart - SE Military Dr, TX	1200 SE Military Dr	San Antonio	TX	78214	(210) 368-9680	Copains Restaurants, LLC
Walmart - Vance Jackson Rd, TX	1603 Vance Jackson Rd	San Antonio	TX	78213	(210) 475-3180	Mirero Wal-Jackson, Inc.
Walmart - W Military Dr, TX	8923 W Military Dr	San Antonio	TX	78245	(210) 701-8750	Copains Restaurants, LLC
Walmart – 6102 FM 3009	6102 FM 3009	Schertz	TX	78154	832-649-5040	Fourtoon Inc
Seagoville Plaza	950 E Mallory Bridge Rd, Ste 103	Seagoville	TX	75159	469-988-7904	Tamka Foods Inc
Forum at Olympia Parkway	8311 Agora Pkwy # 102	Selma	TX	78154	(210) 290-9930	Copains Restaurants, LLC
Spring Plaza	2019 Spring Stuebner Rd suite 100	Spring	TX	77389	(804) 304-0361	Wooden Nickel Philly Steaks & Wings Inc
Spring Town Center	5921 FM 2920 Unit G	Spring	TX	77388	(281) 719-5136	Fourtoon Inc
Walmart – Louetta Central	155 Louetta Crossing	Spring	TX	77373	(832) 585-1439	Phillip Lee
Springtown C&G	936 West highway 199	Springtown	TX	76082	817-220-5520	KMAS Realty LLC
First Colony Mall	16535 Southwest Fwy.	Sugar Land	TX	77479	(281) 340-1301	Roa & Grisolia Investment LLC

Center	Address	City	State	ZIP	Phone	Owner Name
Walmart – W Moore Ave	1900 W Moore Ave	Terrell	TX	75160	(972) 210-7069	KWAAMAI(KA) LLC
Galveston Tanger Outlet Mall	5885 Gulf Fwy Ste 349	Texas City	TX	77591-7054	(281) 337-6180	Vimare Inc.
Walmart - College Park Dr, TX	3040 College Park Drive	The Woodlands	TX	77384	(281) 570-6616	Star Grafton 2 LLC
Woodlands Mall	1201 Lake Woodlands Dr Spc 2162	The Woodlands	TX	77380	(281) 465-4333	Westminster Group, LLC
Walmart – State Highway 249	27650 State Highway 249	Tomball	TX	77375	(346) 366-6674	Trinity Brithers Group LLC
104 FM 157	104 N FM 157	Venus	TX	76084	817-405-2545	Avash Inc.
Hill AFB	Food Court Charley's 5840 South Ave Bldg 412	Hill AFB	UT	84056	(801) 825-8584	Army Air Force Exchange Service
University Mall	575 E University Pkwy Spc M203	Orem	UT	84097	(801) 426-4665	Steve Park
South Towne Center	10450 S State St Ste FC9	Sandy	UT	84070-3145	(801) 553-1888	Yuan (Joy) Wu
Valley Fair Mall - UT	3601 South 2700 West	West Valley City	UT	84119	(801) 969-0155	Yuan (Joy) Wu
Abingdon Plaza	404 Cummings St.	Abingdon	VA	24210	(276) 525-1999	Ed Fuqua
Kings Crossing Shopping Ctr	6307 F Richmond Hwy	Alexandria	VA	22303	(703) 890-2282	Huan Sun
Walmart – Kingstowne Town Ctr	5885 Kingstowne Blvd	Alexandria	VA	22315	(443) 821-0249	FSHS LLC
Greenbrier Mall	1401 Greenbrier Pkwy S	Chesapeake	VA	23320	(757) 802-9822	Charleys Greenbrier LLC
Crossroads Place Shopping Ctr	3556 E South Jefferson St	Falls Church	VA	22041	301-880-1271	Jian Yun Li
Fort Belvoir II	8651 John J Kingman Rd	Fort Belvoir	VA	22060	(703) 806-5808	Army Air Force Exchange Service
Fort Eustis	Bldg 1386	Fort Eustis	VA	23604	(757) 887-2748	Army Air Force Exchange Service
Fort Lee	Fort Lee Food Court 1605 Shop Rd	Fort Lee	VA	23801	(804) 862-4642	Army Air Force Exchange Service
Dominion Shoppes at Innsbrook	4101 Dominion Blvd Suite 400	Glen Allen	VA	23060	(804) 210-3377	Ramy Abdullah
Walmart – Burgess Rd	171 Burgess Rd	Harrisonburg	VA	22081	443-821-0249	Holy Spirit Group LLC
Manassas Mall	8300 Sudley Road	Manassas	VA	20109	(571) 719-6836	Fei (Eddy) Chan

Center	Address	City	State	ZIP	Phone	Owner Name
Sudley Rd	7913 Sudley Rd, Suite 105	Manassas	VA	20109	571-292-1006	Jian Yun Li
Smyth Valley Crossing	1149 N. Main Street	Marion	VA	24354	(276) 706-8888	Ed Fuqua
Patrick Henry Mall	12300 Jefferson Ave Ste 736	Newport News	VA	23602-0006	(757) 249-0125	Pope Shenouda LLC
Walmart – Jefferson Ave	12401 Jefferson Ave	Newport News	VA	23602	804-694-7818	Pope Shenouda & Ava Hedra LLC
MacArthur Center	300 Monticello Ave # FC-304	Norfolk	VA	23510	(757) 640-1440	Pope Shenouda LLC
Norfolk Premium Outlets	Northhampton Blvd & Hampton Rds	Norfolk	VA	23502	(757) 337-8340	Pope Shenouda LLC
Broad St, Richmond - VA	1500 W Broad St	Richmond	VA	23220	(804) 214-4224	Ramy Yacoub
Chesterfield Towne Ctr - VA	11500 Midlothian Turnpike	Richmond	VA	23235	(804) 419-3575	Honey Rain LLC
Circle Shopping Ctr	511 E Belt Blvd	Richmond	VA	23224	804-809-5194	A & M Sub Store Inc
Springfield Town Center - VA	6500 Springfield Mall	Springfield	VA	22150	(703) 719-0300	Eddy Chen
Brafferton Center	305 Garrisonville Rd	Stafford	VA	22554	540-318-6147	Jian Yun Li
Goosecreek Market	3515 Lee Jackson Hwy	Staunton	VA	24401	540-416-4514	Brijesh Patel & Purva Patel
Dulles Town Center Mall	21100 Dulles Town Center Circle	Sterling	VA	20166	(703) 404-7120	Fei Chan
Walmart – College Drive	6259 College Dr	Suffolk	VA	23435	757-799-8327	Pope Shenouda & Ava Hedra LLC
Lynnhaven Mall	701 Lynnhaven Pkwy #FC-10	Virginia Beach	VA	23452	(757) 340-2757	Jasmine Rain, Inc.
Newtown Rd - VA	556 Newtown Rd	Virginia Beach	VA	23462	(757) 337-8340	Pope Shenouda and Ava Hedra LLC
Apple Blossom Mall	1850 Apple Blossom Drive	Winchester	VA	22601	(540) 773-4581	Eddy Chen
Winchester, VA C&G	1490 North Fredrick Pike	Winchester	VA	22603	540-773-1550	RT.522 Convenience Store LLC
Potomac Mills Mall	2700 Potomac Mills Circle, Space 419	Woodbridge	VA	22192	(571) 398-2777	Jian Yun Li
Walmart – State Route 410 E	19205 State Route 410 E	Bonney Lake	WA	98391	(253)862-1612	Mountain Steak LLC
Fort Lewis	Charley's Steakery Fort Lewis WA Bldg5280 41st Division Dr	Fort Lewis	WA	98433	(253) 964-4430	Army Air Force Exchange Service

Center	Address	City	State	ZIP	Phone	Owner Name
Alderwood Mall	3000 184th St SW	Lynnwood	WA	98037	(425) 697-3972	RAJEBUSA, INC
Walmart – 164th St SW	1400 164th St SW	Lynnwood	WA	98087	425-515-0461	Smarter Solutions LLC
Walmart – Rainier Ave S	743 Rainier Ave South	Renton	WA	98057	(425-228-0203	Valley Steak LLC
Southcenter Mall	2600 Southcenter Mall # FC9	Tukwila	WA	98188	(206) 243-0466	Sung Park
Fox River Mall	4301 W Wisconsin Ave Spc 602	Appleton	WI	54915	(920) 574-3097	Bon Koo
Bay Park Square	205 Bay Park Sq	Green Bay	WI	54304	(920) 498-3069	K. J. Schermitzler Inc.
Ohio Plaza	3272 S 27th St	Milwaukee	WI	53215	(414) 671-6770	MJ Food Solutions, Inc.
Washington Ave – Racine	4700 Washington Ave	Racine	WI	53406	262-456-0805	Charmi Patel
Huntington Mall	500 Mall Rd.	Barboursville	WV	25504	(330) 747-2661	Ewida Enterprises, Inc.
Meadowbrook Mall	2399 Meadowbrook Mall Spc F-8007	Bridgeport	WV	26330	(304) 842-6161	Lamb of God LLC
Kanawha City Shopping Center	5760 MacCorkle Ave SE	Charleston	WV	25304	681-587-0806	Pyramids Food Services Inc.
Morgantown Mall	9500 Mall Rd, Space #403	Morgantown	WV	26501	(304) 983-6815	Wai Ying Wong

LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT NOT YET OPENED AS OF DECEMBER 31, 2025

Owner Entity Name	Street Address	City	State	Zip Code	Phone	Restaurant Location
LVP Food Service Concept LLC	1846 E Innovation Park Dr Suite 100	Oro Valley	AZ	85755	(702) 845-6951	AR
LVP Food Service Concept LLC	1846 E Innovation Park Dr Suite 100	Oro Valley	AZ	86322	(702) 845-6951	AZ
LVP Food Service Concept LLC	1846 E Innovation Park Dr Suite 100	Oro Valley	AZ	85755	(702) 845-6951	MO
LVP Food Service Concept LLC	1846 E Innovation Park Dr Suite 100	Oro Valley	AZ	85755	(702) 845-6951	ND
LVP Food Service Concept LLC	1846 E Innovation Park Dr, Suite 100	Oro Valley	AZ	85755	(702) 845-6951	NV
LVP Food Service Concept LLC	1846 E Innovation Park Dr, Suite 100	Oro Valley	AZ	85755	(702) 845-6951	NV
LVP Food Service Concept LLC	1846 E Innovation Dr, Suite 100	Oro Valley	AZ	85755	(702) 845-6951	NV
Mohammed Mia	28507 North Star Lane	Menifee	CA	92584	(951) 566-7272	CA
Salih Inci	182 Seaside Dr	Milpitas	CA	95035	(415) 240-7443	CA
Ben Gholami	19557 Welby Way	Reseda	CA	91335	(818) 859-3246	CA
William P, McKnight	1201 Oakfield Dr #109	Brandon	FL	33511	(813) 924-1334	FL
D and D Invest CPS, LLC	3110 SW 23rd Court	Fort Lauderdale	FL	33312	(954) 214-9156	FL
D and D Incest CPS, LLC	3110 SW 23rd Court	Fort Lauderdale	FL	33312	(954) 214-9156	FL
Jonnu Smith	4836 Greenway Dr	Hollywood	FL	33021	(352) 207-9983	FL
Maikel Awad	9965 Jasmine Brook Cir	Land O Leakes	FL	34638	(352) 643-0793	FL
Vulcain Eight, Inc.	15884 SW 52nd St	Miramar	FL	33027	(954) 665-1830	FL
Ava Wanas LLC	13574 Village Park Dr Suite 245	Orlando	FL	32737	(201) 668-6672	FL
Saint Joseph of Orlando LLC	7600 Debeaubien Dr	Orlando	FL	32835	(909) 446-6565	FL
Karasco Restaurant Company LLC	7600 Debeaubien Dr	Orlando	FL	32835	(909) 446-6565	FL
William Micco	180 NE Fatima Terrace	Port St Lucie	FL	34983	(772) 370-2300	FL
Mazine Ismaili	8281 Lookout Pointe Dr	Windermere	FL	34766	(407) 480-9894	FL
Xinou Zheng & Rongdan Chen	10505 Grandview Square	Duluth	GA	30097	(646) 460-1196	GA
Rishita Sandwich Inc.	286 Needham Dr	Bloomington	IL	60108	(931) 933-3295	IL
Dhruvkumar Patel	2310 Mayset St	Bloomington	IL	61701	(205) 370-3958	IL

Owner Entity Name	Street Address	City	State	Zip Code	Phone	Restaurant Location
Thomas Simon	308 Scotts Court	Bolingbrook	IL	60440	(847) 409-1884	IL
Thomas Simon	308 Scotts Court	Bolingbrook	IL	60440	(847) 409-1884	IL
Thomas Simon	308 Scotts Court	Bolingbrook	IL	60440	(847) 409-1884	IL
Samer Khatib	35 Hidden Lake Dr	Burr Ridge	IL	60527	(708) 717-5746	IL
Riyan Maria LLC	339 Snider Lane	Chatham	IL	62629	(618) 550-2366	IL
HK Business Inc	4925 Cicero Ave	Chicago	IL	60632	(630) 399-2518	IL
Kesavraj Inc	153 Regal Dr	Crystal Lake	IL	60014	(224) 766-9057	IL
Mayank Patel & Nainesh Patel	4443 N Newcastle Ave Apt 3	Harwood Heights	IL	60706	(773) 727-6607	IL
JACKT LLC	1012 Brnbrook Dr	Loves Park	IL	61111	(815) 383-6161	IL
Bhavishaben Patel	1809 Littlefield Lane	Mahomet	IL	61853	(217) 218-9724	IL
Shailesh Shah	17200 Pointe Dr	Orland Park	IL	60467	(708) 205-0811	IL
Shaivalkumar Patel	2019 Farmington Lakes Dr Apt 9	Oswego	IL	60543	(630) 770-1694	IL
Yasmine Food Incorporated	3725 Winward Way Dr	Swansea	IL	62226	(618) 789-0109	MO
KLANDS VENTURE LLC	534 S Kansas Ave Suite 1000	Topeka	KS	66603	(214) 218-4714	KS
Chas Cheesesteaks LLC	5303 Silver wing Blvd	Louisville	KY	40241	(708) 297-7270	KY
Caixia Zheng & Shijian Zheng	4128 Sears House Court	Ellicott City	MD	21043	(980) 253-3275	MD
Charlies Edmondson LLC	2921 Shadowbrook Ct	Ellicott City	MD	21042	(240) 486-2888	MD
Charlies Wilkens LLC	2921 Shadowbrook Ct	Ellicott City	MD	21042	(240) 486-2888	MD
Fredrick Cheesesteaks LLC	47 E All Saints St	Fredrick	MD	21701	(301) 785-1231	MD
Deep Enterprises LLC	27 Spinning wheel Ct	Germantown	MD	20874	(240) 620-1294	MD
Ballenger & QSR Inc	11020 Rosemont Dr	North Bethesda	MD	20852	(571) 242-5700	MD
Chanel Li	8200 Perry Hall Blvd #2395	Nottingham	MD	21236	(240) 486-2888	MD
Chanel Li	8200 Perry Hall Blvd #2395	Nottingham	MD	21236	(240) 486-2888	NJ
Guo Lin Inc.	2673 Orchard Circle Way	Odenton	MD	21113	(917) 353-9766	MD
Jian Yun Li	9434 River Rd	Potomac	MD	20854	(301) 880-1271	MD
SSN21650 LLC	12016 Castle Pines Lane	Waldorf	MD	20602	(301) 440-5770	MD
Bristol Cheeseesteaks Inc	2255 S Linden Rd, Bldg 2 Suite A	Flint	MI	48532	(810) 348-8577	MI
Joseph Lavigne	18280 Shagbark Dr	Northville	MI	48168	(248) 2163836	MI

Owner Entity Name	Street Address	City	State	Zip Code	Phone	Restaurant Location
Mawad Sup 2 LLC	35372 Van Dyke Ave	Sterling heights	MI	48312	(440) 212-9393	MI
A&S LLC	11746 Independence Way	Woodbury	MN	55129	(701) 306-4924	MN
Yunus Aliyev	4503 Weybridge Dr	Columbia	MO	65203	(573) 289-9424	MO
Anand Singh	1033 Kennicott Ave	Cary	NC	27513	(919) 607-4891	NC
Anand Singh	1033 Kennicott Ave	Cary	NC	27513	(919) 607-4891	NC
Anand Singh	1033 Kennicott Ave	Cary	NC	27513	(919) 607-4891	NC
June Enterprises Incorporated	5164 Meadow Park Ln	Hickory	NC	28602	(828) 320-4225	NC
Cheesesteak Kings LLC	115 Martin Ave	Clifton	NJ	07012	(732) 261-8004	NJ
Emil Gonzales	3384 Calle Rancho Caballo	Las Cruces	NM	88012	(575) 636-0992	NM
D&C Family A Corp	20935 Northern Blvd Suite 209	Bayside	NY	11361	(917) 247-7629	NY
Devendra Patel	8111 Commonwealth Blvd	Bellerose	NY	11426	(516) 476-2749	NY
Haibin Chen	1677 84 Street	Brooklyn	NY	11214	(917) 669-9884	NY
Chanchal Wadhwa	33 Fielding Ave	Dix Hils	NY	11746	(917) 600-0358	NY
Our Philly Fordham Inc	99 Melanie Dr	East Meadow	NY	11554	(347) 499-9427	NY
Ling Xiao Wu	93-02 43rd Ave	Elmhurst	NY	11373	(646) 541-0288	NY
Prevail Holdings Group LLC	4640 161st St, Apt 2	Flushing	NY	11358	(347) 285-9266	NY
Muhammad Shoaib	314 Deerwood Lane	Grand Island	NY	14072	(716) 544-0122	NY
Bhupinder Singh	61 Timber Ridge Dr	Huntington	NY	11743	(917) 543-2168	NY
Feng Lin	10 Country Club Dr	Manhasset	NY	11030	(917) 628-9269	PA
Jay Quickfood LLC	16 Redwood Rd	New Hyde Park	NY	11040	(516) 504-8161	NY
Parminder Singh	106 Primrose Dr	New Hyde Park	NY	11040	(917) 576-6081	NY
Jay Patel	308 Port Ave	Ronkonkoma	NY	11779	(631) 681-8189	NY
Satsang Foods Circleville LLC	PO Box 448	Lewis Center	OH	43035	(937) 524-9282	OH
Walid Mawad	13851 Oakbrook Dr Apt 206	North Royalton	OH	44133	(440) 212-9393	OH
PK Gourmet LLC	804 Pointe View Dr	Mars	PA	16046	(412) 932-4303	PA
Hana Tadros & Merna Ayad	408 Fairmont Dr	Wexford	PA	15090	(724) 719-4744	PA
Dunamis Restaurants LLC	220 Granite Hill Trail	Pelzer	SC	29669	(864) 395-0772	SC
Nilesh Patel	532 Doversley Ct	Hendersonville	TN	37075	(708) 407-1255	TN
Andrew Tes	962 Pelican Dr	Allen	TX	75013	(469) 734-6837	TX

Owner Entity Name	Street Address	City	State	Zip Code	Phone	Restaurant Location
Andrew Tes	962 Pelican Dr	Allen	TX	75013	(469) 734-6837	TX
Mohammad Ibrahim Haifa	6205 St Leonard Dr	Arlington	TX	76001	(817) 715-0302	TX
Amin Maredia	1400 Little Elm Trail	Cedar Park	TX	78613	(512) 577-7905	TX
Chewy Go Food LLC	643 Bluff Woods Dr	Driftwood	TX	78619	(512) 803-9352	TX
Chewy Go Food LLC	643 Bluff Woods Dr	Driftwood	TX	78619	(512) 803-9352	TX
Everfriend Venture LLC	643 Bluff Woods Dr	Driftwood	TX	78619	(512) 803-9352	TX
Abdelhamid Ajak	1112 Glendon Dr	Fourney	TX	75126	(469) 396-5298	TX
Steak Rise LLC	4002 Broadway Blvd 101	Garland	TX	75043	(469) 396-5298	TX
Pressure Equal Motivation LLC	2000 Willowbrook Dr Suite 1181	Houston	TX	77070	(713) 505-5771	TX
Ki Park	12507 Mooredale Lane	Houston	TX	77024	(713) 816-0473	TX
Mohammad Khalil	8768 Iron Horse Dr	Irving	TX	75063	(281) 300-3601	TX
Classic Chicken LLC	510 Omar Dr	Killeen	TX	76542	(254) 458-6768	TX
Krishna Chopparupu	4918 Grapevine Lane	Manvel	TX	77578	(734) 644-3101	TX
Walid Radwan	3520 Bahama Dr	Plano	TX	75074	(713) 992-3371	TX
Ali Maredia	1911 Hollys Way	Sugar Land	TX	77479	(832) 646-4832	TX
Ronique Streete	1917 Zabcikville Dr	Temple	TX	76502	(516) 373-1020	TX
Avash Inc	111 Lonestar Ave	Venus	TX	76084	(469) 363-7770	TX
Loai Owies	3298 Lekites Dr	Chincoteague	VA	23336	(443) 735-1220	VA
Rubendran Pillay	15446 Painters Cove Way	Haymarket	VA	20169	(571) 598-5117	VA
Ramy Abdullah	8909 Traditional Dr	Henrico	VA	23294	(804) 714-8204	VA
Sukhwinder Singh	5621 Great Glen Rd SW	Port Orchard	WA	98367	(360) 621-1333	WA

EXHIBIT E

LIST OF COMPANY-OWNED RESTAURANTS

LIST OF COMPANY-OWNED RESTAURANTS
AS OF DECEMBER 31, 2025

CENTER NAME	ADDRESS	CITY	STATE	ZIP	PHONE	OWNERS
Walmart – Arizona Ave	1175 S Arizona Ave	Chandler	AZ	85225	(833) 230-2930	Anjani III, LTD.
Walmart – W Bell Rd 2, AZ	5845 W Bell Rd	Glendale	AZ	85308	(833) 230-2930	Anjani III, LTD.
Walmart – W Happy Valley Rd, AZ	2501 W Happy Valley Rd	Phoenix	AZ	85085	(833) 230-2930	Anjani III, LTD.
Solano Mall	1350 Travis Blvd Spc FC-1	Fairfield	CA	94533	(707) 399-2033	Modesto Ventures, LLC
Vintage Faire Mall	3401 Dale Rd # 455	Modesto	CA	95356	(209) 238-3322	Modesto Ventures, LLC
Ontario Mills	One Mills Cir Ste FC07	Ontario	CA	91764	(909) 484-9700	CGS Ontario, LLC
Galleria at Roseville	1151 Galleria Rd Spc FC-9	Roseville	CA	95678	(916) 786-3535	Modesto Ventures, LLC
Arden Fair	1689 Arden Way, #2026	Sacramento	CA	95815	(916) 567-9816	Modesto Ventures, LLC
Oakridge Mall	925 A Blossom Hill Road	San Jose	CA	95123	(408) 784-3900	Modesto Ventures, LLC
Walmart – E Hammer Ln	3223 E Hammer Ln	Stockton	CA	95212	(209) 475-8399	Modesto Ventures, LLC
Walmart – Hwy 85	7050 Hwy 85	Riverdale	GA	30274	(833) 230-2930	Anjani III, LTD.
Outlets of Des Moines	545 Bass Pro Dr. NW, Suite 675	Altoona	IA	50009	(636) 352-7245	Anjani III, LTD
Jordan Creek Town Center	101 Jordan Creek Pkwy # 12512	West Des Moines	IA	50266	(636) 352-7245	Anjani II, LTD
St. Clair Square	280 St Clair Sq	Fairview Heights	IL	62208	(636) 352-7245	Anjani II, LTD
Annapolis Mall	2002 Annapolis Mall	Annapolis	MD	21401	(636) 387-3957	Anjani III, LTD
St Louis Premium outlets	18521 Outlet Blvd	Chesterfield	MO	63005		Anjani III, LTD
Columbia Mall - MO	2300 Bernadette Dr Spc 718	Columbia	MO	65203	(573) 234-2020	Anjani III, LTD
West County Mall	178 West County Center Spc FC-12	Des Peres	MO	63131	(636) 387-3957	Anjani III, LTD
Saint Louis Galleria	5 Saint Louis Galleria	Saint Louis	MO	63117	(786) 270-8428	Anjani II, LTD

CENTER NAME	ADDRESS	CITY	STATE	ZIP	PHONE	OWNERS
South County Center	85 S County Center Way Spc FC-10	Saint Louis	MO	63129	(786) 270-8428	Anjani III, LTD
Mid Rivers Mall	1204 Mid Rivers Mall	Saint Peters	MO	63376	(636) 352-7245	Anjani II, LTD
Asheville Mall	3 S Tunnel Rd # FC-1	Asheville	NC	28805	(636) 352-7245	Anjani II, LTD
Walmart – W Roosevelt Blvd	2406 W Roosevelt Blvd	Monroe	NC	28110	(833) 230-2930	Anjani III, LTD
Bridgewater Commons	400 Commons Way Spc 3505	Bridgewater	NJ	8807	(636) 387-3957	Anjani III, LTD
American Dream Mall - NJ	One American Dream Way	East Rutherford	NJ	7073	(636) 387-3957	Anjani III, LTD
Eastview Mall	7979 Pittsford-Victor Rd # 681	Victor	NY	14564	(585) 223-9160	Anjani III, LTD
South Plaza Shop Ctr	370 E Waterloo Rd	Akron	OH	44319	(833) 230-2930	Anjani III, LTD
Summit Mall	3265 W Market St # 578	Akron	OH	44333	(330) 949-8795	Anjani II, LTD
Avon Plaza	35701 Chester Rd	Avon	OH	44011	(833) 230-2930	Anjani III, LTD
Beachwood Mall	26300 Cedar Rd # FC-3	Beachwood	OH	44122	(330) 949-8795	Anjani II, LTD
Belden Village Mall	4230 Belden Village Mall	Canton	OH	44718	(330) 949-8795	Anjani III, LTD
West Tuscarawas Center	4525 West Tuscarawas St	Canton	OH	44708	(833) 230-2930	Anjani III, LTD
Chillicothe	960 N Bridge St	Chillicothe	OH	45601	(740) 773-3657	Charleys Steakery, Inc
Tower City Center	230 W Huron Rd	Cleveland	OH	44113	(330) 949-8795	Anjani II, LTD
East Broad Street	6975 E. Broad St.	Columbus	OH	43213	(614) 715-0559	Legacy Restaurants LLC
Plaza at Sawmill	6496 Sawmill Rd	Columbus	OH	43235	(614) 336-9960	Charleys Steakery, Inc
Polaris Fashion Place Mall	1500 Polaris Parkway	Columbus	OH	43240	(614) 468-1887	Charleys Steakery, Inc
Polaris Towne Center	1283 Polaris Pkwy	Columbus	OH	43240	(614) 430-3880	Charleys Steakery, Inc
Walmart - Morse Rd	3900 Morse Rd	Columbus	OH	43219	(614) 620-7577	Charleys Steakery, Inc
Shoppes of Grove City	1766 Stringtown Rd	Grove City	OH	43123	(614) 801-1545	Charleys Steakery, Inc
Memorial Drive - OH	732 N Memorial Dr	Lancaster	OH	43130	(740) 785-9447	Charleys Steakery, Inc

CENTER NAME	ADDRESS	CITY	STATE	ZIP	PHONE	OWNERS
Shops on 58	5305 Leavitt Road	Lorain	OH	44053	(440) 370-2556	CPSW Shops 58, LLC
SOM Center Plaza	1278 Som Center Rd	Mayfield Heights	OH	44124	(440) 683-1894	Anjani III, LTD
Great Lakes Mall	7850 Mentor Ave Spc 858	Mentor	OH	44060	(330) 949-8795	Anjani II, LTD
Painesville	1526 Mentor Ave	Painesville	OH	44077	(833) 230-2930	Anjani III, LTD
Solon Village	34200 Aurora Rd	Solon	OH	44139	(833) 230-2930	Anjani III, LTD
SouthPark Mall (OH)	500 Southpark Center # FC-01	Strongsville	OH	44136	(330) 949-8795	Anjani III, LTD
Town & Country - OH	3849 E. Broad St.	Whitehall	OH	43213	(614) 620-7577	Charleys Steakery, Inc
Willo Plaza	36001 Euclid Ave	Willoughby	OH	44094	(833) 230-2930	Anjani III, LTD.
Westmoreland Mall	Westmoreland MallState Route 30 E Spc FC-3	Greensburg	PA	15601	(440) 876-7735	Anjani III, LTD
Premium Outlets Grove City	1911 Leesburg-Grove City Rd Spc 30	Grove City	PA	16127	(440) 876-7735	Anjani III, LTD
Beaver Valley Mall	604 Beaver Valley Mall	Monaca	PA	15061	(440) 876-7735	Anjani II, LTD
Monroeville Mall	A16 Monroeville Mall	Monroeville	PA	15146	(440) 876-7735	Anjani III, LTD
Mall at Robinson	100 Robinson Centre Dr Spc FC-1	Pittsburgh	PA	15205	(440) 876-7735	Anjani III, LTD
Ross Park Mall	1000 Ross Park Mall Dr.	Pittsburgh	PA	15237	(412) 888-9304	Anjani III, LTD
West Town Mall	7600 Kingston Pike Ste 1336	Knoxville	TN	37919	(636) 352-7245	Anjani III, LTD
Fashion Center At Pentagon City	1100 S. Hayes St.	Arlington	VA	22202	(636) 387-3957	Anjani III, LTD
Tysons Corner	7947L Tyson's Corner Center	McLean	VA	22102	(636) 387-3957	Anjani III, LTD
Capital Mall	625 Black Lake Blvd SW #FC-02	Olympia	WA	98502	(253) 365-7122	Anjani III, LTD
Tacoma Mall	4502 S. Steele St. # 46	Tacoma	WA	98409	(253) 365-7122	Anjani III, LTD

EXHIBIT F

LIST OF FORMER FRANCHISEES

LIST OF FRANCHISEES THAT CLOSED A RESTAURANT, TRANSFERRED THEIR FRANCHISE AGREEMENT OR OTHERWISE LEFT THE SYSTEM

AS OF DECEMBER 31, 2025

Name	Address	City	State	Zip Code	Phone Number	Restaurant Location
Shivling LLC	46 Bishop Place	Little Rock	AR	72223	501-766-2387	North Little Rock, AR
UG & Carl LLC	1928 Water St	Brentwood	CA	94513	925-305-7837	San Francisco, CA
Womin (Andy) Park	5739 N Cedar Ave #137	Fresno	CA	93710	213-923-4149	Fresno, CA
Saer & Houri Inc.	5785 Staghound Ave	Riverside	CA	92506	951-236-3141	Rancho Cucamonga, CA
K Lehwon Inc.	2474 Boston St	Denver	CO	80231	303-828-7686	Aurora, CO
Jina Chang Kim	11995 East Lake Circle	Greenwood Village	CO	80111	213-222-3993	Thornton, CO
Kang's Mix & Grill LLC	1223 Candence Ct	Brandon	FL	33511	813-400-8356	Cincinnati, OH
NPR Express Sandwich LLC	6427 State Rd 54	New Port Richey	FL	34653	813-244-3874	New Port Richey, FL
Saint Anothony of Orlando LLC	7600 Debeaubien Dr	Orlando	FL	32835	909-446-6565	Clearwater, FL
Saint Anthony of Orlando	7600 Debeaubien Dr	Orlando	FL	32835	909-446-6565	Lutz, FL
Ava Karas LLC	13574 Village Park Dr Suite 245	Orlando	FL	32737	201-668-6672	Kissimmee, FL
William Micco	180 NE Fatima Terrace	Port St Lucie	FL	34983	772-370-2300	Port St Lucie, FL
Good Shepherd Food Services LLC	4937 Cypress Hammock Dr	Saint Cloud	FL	34771	216-225-8119	Bridgeport, WV
Good Shepherd Food Services LLC	4937 Cypress Hammock Dr	Saint Cloud	FL	34771	216-225-8119	Daytona Beach, FL
Good Shepherd Food Services LLC	4937 Cypress Hammock Dr	Saint Cloud	FL	34771	216-225-8119	Melbourne, FL
Good Shepherd Food Services LLC	4937 Cypress Hammock Dr	Saint Cloud	FL	34771	216-225-8119	Sanford, FL
Good Shepherd Food Services LLC	4937 Cypress Hammock Dr	Saint Cloud	FL	34771	216-225-8119	Stuart, FL
Cedar of Palm Beach Inc	2900 Florence St.	Wellington	FL	22414	313-510-2129	Pompano Beach, FL

Name	Address	City	State	Zip Code	Phone Number	Restaurant Location
STG for Restaurant Management	5010 Silver Charm Ter	Wesley Chapel	FL	33544	626-324-3959	Tampa, FL
STG for Restaurant Management	5010 Silver charm Ter	Wesley Chapel	FL	33544	626-324-3959	Tampa, FL
AM Cobb Partners LLC	1551 N Fragler Dr UPH 16	West Palm Beach	FL	33401	305-406-1583	Kennesaw, GA
My Foods Loganville LLC	187 Thorncrest Ct	Tucker	GA	30084	404-819-2223	Loganville, GA
Pankaj Soni	11340 Twin Lakes Dr	Orland Park	IL	60467	708-953-9418	Evergreen Park, IL
Bolingbrook CH Inc	11340 Twin Lakes Dr	Orland Park	IL	60467	708-953-9418	Bolingbrook, IL
South Holland Steakery Inc	10846 Scarlet Dr	Orlando Park	IL	60467	631-553-0464	South Holland, IL
Phomma Souvannasane	8655 Grove Hill Rd	Rockford	IL	61107	815-519-0479	Rockford, IL
Vietiane, Inc.	8655 Grove Hill Rd	Rockford	IL	61107	815-519-0479	Rockford, IL
Brunswick Charleys Inc	30 Meadow Green Cir, Unit G	Manalapan	NJ	07726	856-524-8950	East Brunswick, NJ
Sung K. Woo	353 Shea Dr	New Milford	NJ	07646	201-403-1014	North Wales, PA
JESYL I Inc.	82 Round top Rd	Warren	NJ	07059	201-993-3511	Meriden, CT
Fei (Eddy) Chan	107 Lake Rd	Manhassett	NY	11030	646-269-9918	North Attleboro, MA
Bon Koo	7 Lisa Lane	Nanuet	NY	10954	845-536-6868	Rochester, MN
Zack Choi	15 Ramsen St #1	Nyack	NY	10960	212-729-0217	Memphis, TN
Mukul Deb	34-40 60th St	Woodside	NY	11377	347-262-7367	Hicksville, NY
George Shenouda	3422 Tuscany Circle	Avon	OH	44011	201-455-1590	Fairview Park, OH
TJ Dining Corp	1177 Gold Club Dr	Lebanon	OH	45036	513-403-2299	Cincinnati, OH
Mother of Light Co.	16271 Windsor Dr	Strongsville	OH	44136	440-241-2455	Canton, OH
Mother of Savior Co.	16271 Windsor Dr	Strongsville	OH	44136	440-241-2455	Marion, OH
TA Operating LLC	24601 Center Ridge Rd, Suite 200	Westlake	OH	44145	440-808-9100	Shorter, AL
Wooden Nickel Philly Steaks & Wings LLC	6824 N Robinson Ave	Oklahoma City	OK	73116	804-304-0361	Spring, TX

Name	Address	City	State	Zip Code	Phone Number	Restaurant Location
Tree Best Reforesters, Inc.	16975 Falls City Rd	Dallas	OR	97301	503-623-2028	Salem, OR
Saint Ceril LLC	2070 Sam Rittenberg Blvd Unit FC1	Charleston	SC	29407	216-346-8795	Charleston, SC
Villtex LLC	6025 Timbergate	Corpus Christi	TX	78414	361-334-0601	Corpus Christi, TX
Army Air Force Exchange Service	3911 Walton-Walker Blvd (SD-F)	Dallas	TX	75236	214-312-6464	Fort Lewis, WA
Army Air Force Exchange Service	3911 Walton-Walker Blvd (SD-F)	Dallas	TX	75236	214-312-6464	McChord AFB, WA
Sundary Rama and Mony Chheng	5529 Milford dr	Fort worth	TX	75160	817-915-1162	Terrell, TX
Cheesesteaks Stockbridge LLC	13390 Lyndhurst Dr	Frisco	TX	75035	626-222-1827	Stockbridge, GA
Sarvoday Investments LLC	10502 Cima Vista	Helotes	TX	78023	405-812-5742	Natalia, TX
Brunswick Group LLC	9894 Bissonnet St Suite 5651	Houston	TX	77063	888-921-9991	Cibolo, TX
Star Grafton 1 LLC	9894 Bissonnet St Suite 5651	Houston	TX	77063	888-921-9991	Houston, TX
Cambridgeshire Group LLC	9894 Bissonnet St suite 5651	Houston	TX	77063	888-921-9991	Schertz, TX
Star Grafton 7 LLC	9894 Bissonnet St Suite 5651	Houston	TX	77063	888-921-9991	Pasadena, TX
Star Grafton 13 LLC	9894 Bissonnet St Suite 5651	Houston	TX	77063	888-921-9991	Houston, TX
Basildon House LLC	9894 Bissonnet St suite 9894	Houston	TX	77036	888-921-9991	San Antonio, TX
JDDA CHR, LLC	11777 Katy Fwy Suite 190	Katy	TX	77079	832-489-4787	Baytown, TX
Surestone Group, LLC	11777 Katy Fwy Suite 190	Katy	TX	77079	832-489-4787	Cedar Hill, TX
JDDA CHR, LLC	11777 Katy Fwy Suite 190	Katy	TX	77079	831489-4787	Hurst, TX
Surestone Group LLC	11777 Katy Fwy Suite 190	Katy	TX	77079	832-489-4787	Irving, TX
Surestone Group LLC	11777 Katy Fwy Suite 190	Katy	TX	77079	832-489-4787	Irving, TX
Surestone Group LLC	11777 Katy Fwy Suite 190	Katy	TX	77079	832-489-4787	Missouri City, TX
JDDA CHR LLC	11777 Katy Fwy Suite 190	Katy	TX	77079	832-489--4787	San Antonio, TX
YB Frisco LLC	23410 Grand Reserve Dr #503	Katy	TX	77494	832-858-8176	Frisco, TX

Name	Address	City	State	Zip Code	Phone Number	Restaurant Location
YB Highland LLC	23410 Grand Reserve Dr #503	Katy	TX	77494	832-858-8176	Highland Village, TX
Chounapane Family LLC	2313 Eisenhower Dr	McKinney	TX	75071	817-899-5495	San Angelo, TX
FICCO LLC	8015 N Expressway 77 Suite F-2	Olmito	TX	78575	956-544-1239	San Antonio, TX
FICCO LLC	8015 N Expressway 77 Suite F-2	Olmito	TX	78575	956-544-1239	Round Rock, TX
Taqwa Haifa Investment LLC	67299 Spearwood	San Antonio	TX	78233	210-639-9818	San Antonio, TX
Bonney Lake Ramla LLC	12852 162nd Ct NE	Redmond	WA	98052	425-223-7274	Bonney Lake, WA
Renton Yaffa LLC	12852 162nd Ct NE	Remond	WA	98052	425-223-7274	Renton, WA
Mena Marzouk & Yousef Agabyi	2913 Chesterfield Ave Apt 6	Charleston	WV	25304	646-283-8391	Charleston, WV

EXHIBIT G

FINANCIAL STATEMENTS

GOSH ENTERPRISES, INC.
Columbus, Ohio

Financial Statements
For the years ended
December 31, 2025, 2024 and 2023

and Independent Auditor's Report Thereon

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INDEPENDENT AUDITOR'S REPORT

To the Shareholder
Gosh Enterprises, Inc.
Columbus, Ohio

Opinion

We have audited the accompanying financial statements of Gosh Enterprises, Inc. (Company), which comprise the balance sheets as of December 31, 2025, 2024 and 2023, and the related statements of comprehensive income, changes in shareholder's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

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

Schneider Downs & Co., Inc.

Columbus, Ohio
April 27, 2026

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GOSH ENTERPRISES, INC.

BALANCE SHEETS

	December 31		
	2025	2024	2023
ASSETS			
CURRENT ASSETS			
Cash	$ 13,782,076	$ 29,068,279	$ 21,722,338
Accounts receivable, net	1,613,622	1,505,633	1,249,976
Investments	18,239,460	15,522,039	16,649,539
Related-party receivables	681,519	442,764	723,381
Deferred commission asset	81,972	78,954	63,259
Other current assets	84,817	234,639	122,626
Total Current Assets	34,483,466	46,852,308	40,531,119
PROPERTY AND EQUIPMENT, net	2,153,462	2,545,690	3,209,266
OTHER ASSETS			
Notes receivable - related party	14,562,638	13,903,162	7,347,375
Deferred commission asset, net of current portion	833,673	875,307	862,881
Advances to related party	-	59,548	192,244
Lease right-of-use assets - operating	5,210,639	5,983,454	6,728,721
	20,606,950	20,821,471	15,131,221
Total Assets	$ 57,243,878	$ 70,219,469	$ 58,871,606

	December 31		
	2025	2024	2023
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable	$ 670,054	$ 444,125	$ 307,416
Accrued expenses	1,874,802	1,403,301	1,793,054
Related-party payables	404,824	224,528	181,522
Gift card liability	287,054	249,838	186,809
Current portion of deferred revenue	894,689	911,633	811,455
Line of credit	-	20,000,000	20,000,000
Current portion of operating lease liabilities	801,388	772,815	745,267
Current portion of long-term debt	329,630	514,791	936,244
Marketing fund	1,825,971	2,133,299	2,058,957
Total Current Liabilities	7,088,412	26,654,330	27,020,724
LONG-TERM LIABILITIES			
Deferred revenue, net of current portion	6,914,570	7,802,894	7,936,852
Operating lease liabilities, net of current portion	4,409,251	5,210,639	5,983,454
Long-term debt, net of current portion	463,476	793,106	1,295,650
Uncertain tax positions	352,051	330,068	307,612
Total Long-Term Liabilities	12,139,348	14,136,707	15,523,568
Total Liabilities	19,227,760	40,791,037	42,544,292
SHAREHOLDER'S EQUITY			
COMMON STOCK, $5 par value; 750 shares authorized, 100 shares issued and outstanding	500	500	500
ADDITIONAL PAID-IN CAPITAL	37,220	37,220	37,220
RETAINED EARNINGS	48,197,821	39,312,659	25,914,641
ACCUMULATED OTHER COMPREHENSIVE INCOME	117,396	97,874	65,061
Less: Shareholder notes receivable	(10,336,819)	(10,019,821)	(9,690,108)
Total Shareholder's Equity	38,016,118	29,428,432	16,327,314
Total Liabilities And Shareholder's Equity	$ 57,243,878	$ 70,219,469	$ 58,871,606

See notes to financial statements.

GOSH ENTERPRISES, INC.

STATEMENTS OF COMPREHENSIVE INCOME

	For the Years Ended December 31		
	2025	2024	2023
REVENUES			
Royalties	$ 36,973,655	$ 36,636,770	$ 35,690,312
Marketing fund	7,725,917	7,305,035	6,969,368
Management, consulting and other fees	6,343,635	6,345,485	6,524,971
Franchise and development fees	2,004,268	1,514,280	1,016,252
Total Revenues	53,047,475	51,801,570	50,200,903
OPERATING EXPENSES			
Selling, general and administrative	37,445,481	33,453,461	37,392,076
Depreciation	625,490	706,425	658,885
Total Operating Expenses	38,070,971	34,159,886	38,050,961
OTHER INCOME (EXPENSE), NET			
Interest expense	(214,871)	(1,625,524)	(1,469,460)
Interest income	476,474	485,500	447,697
Gain (loss) on sale of property and equipment	-	10,731	(7,701)
Investment income (loss)	2,762,416	(1,100,198)	1,737,994
Total Other Income (Expense)	3,024,019	(2,229,491)	708,530
Net Income	18,000,523	15,412,193	12,858,472
OTHER COMPREHENSIVE INCOME			
Net unrealized gain on available-for-sale debt securities	972,818	72,520	170,424
Reclassification of realized gains on available-for-sale debt securities into investment loss	(953,296)	(39,707)	(7,520)
Total Other Comprehensive Income	19,522	32,813	162,904
Comprehensive Income	$ 18,020,045	$ 15,445,006	$ 13,021,376

See notes to financial statements.

GOSH ENTERPRISES, INC.

STATEMENTS OF CHANGES IN SHAREHOLDER'S EQUITY

	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Shareholder Notes Receivable	Total Shareholder's Equity
BALANCE, December 31, 2022	$ 500	$ 37,220	$ 18,148,171	$ (97,843)	$ (9,389,992)	$ 8,698,056
Interest on shareholder notes receivable	-	-	-	-	(300,116)	(300,116)
Distributions	-	-	(5,092,002)	-	-	(5,092,002)
Other comprehensive income	-	-	-	162,904	-	162,904
Net income	-	-	12,858,472	-	-	12,858,472
BALANCE, December 31, 2023	500	37,220	25,914,641	65,061	(9,690,108)	16,327,314
Issuance of shareholder note receivable	-	-	-	-	(2,122,416)	(2,122,416)
Interest on shareholder notes receivable	-	-	-	-	(329,713)	(329,713)
Repayment of shareholder note receivable	-	-	-	-	2,122,416	2,122,416
Distributions	-	-	(2,014,175)	-	-	(2,014,175)
Other comprehensive income	-	-	-	32,813	-	32,813
Net income	-	-	15,412,193	-	-	15,412,193
BALANCE, December 31, 2024	500	37,220	39,312,659	97,874	(10,019,821)	29,428,432
Interest on shareholder notes receivable	-	-	-	-	(316,998)	(316,998)
Distributions	-	-	(9,115,361)	-	-	(9,115,361)
Other comprehensive income	-	-	-	19,522	-	19,522
Net income	-	-	18,000,523	-	-	18,000,523
BALANCE, December 31, 2025	$ 500	$ 37,220	$ 48,197,821	$ 117,396	$ (10,336,819)	$ 38,016,118

See notes to financial statements.

GOSH ENTERPRISES, INC.

STATEMENTS OF CASH FLOWS

	For the Years Ended December 31		
	2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income	$ 18,000,523	$ 15,412,193	$ 12,858,472
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation	625,490	706,425	658,885
Amortization of deferred commission asset	165,848	172,179	118,452
Provision for credit losses, net	721,876	688,354	611,600
Change in uncertain tax positions	21,983	22,456	23,470
Net (gain) loss on investments	(2,306,422)	1,684,268	(1,247,062)
(Gain) loss on sale of property and equipment	-	(10,731)	7,701
Dividend income reinvested, net of investment fees	(391,478)	(523,956)	(432,479)
Changes in assets and liabilities:			
Accounts receivable	(829,865)	(944,011)	(192,915)
Related-party receivables	(238,755)	280,617	(228,273)
Other current assets	149,822	(112,013)	176
Deferred commission asset	(127,232)	(200,300)	(252,033)
Accrued interest on notes receivable	(476,474)	(485,500)	(447,697)
Accounts payable	225,929	136,709	(214,539)
Accrued expenses	471,501	(389,753)	93,473
Related-party payables	180,296	43,006	103,110
Gift card liability	37,216	63,029	28,953
Marketing fund	(307,328)	74,342	624,155
Deferred revenue	(905,268)	(33,780)	1,283,748
Net Cash Provided By Operating Activities	15,017,662	16,583,534	13,397,197
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of property and equipment	(233,262)	(76,450)	(406,736)
Proceeds from sale of property and equipment	-	44,332	-
Purchases of investments	(11,557,511)	(8,886,736)	(17,042,099)
Proceeds from sale of investments	11,557,512	8,886,737	17,041,524
Issuance of notes receivable to related-party	(500,000)	(6,400,000)	-
Proceeds from (payments to) related-parties, net	59,548	132,696	(65,694)
Net Cash Used In Investing Activities	(673,713)	(6,299,421)	(473,005)

	For the Years Ended December 31		
	2025	2024	2023
CASH FLOWS FROM FINANCING ACTIVITIES			
Principal payments on long-term debt	$ (514,791)	$ (923,997)	$ (916,308)
Principal payments on line of credit	(20,000,000)	-	-
Distributions to shareholder	(9,115,361)	(2,014,175)	(849,975)
Net Cash Used In Financing Activities	(29,630,152)	(2,938,172)	(1,766,283)
Net (Decrease) Increase In Cash	(15,286,203)	7,345,941	11,157,909
CASH			
Beginning of year	29,068,279	21,722,338	10,564,429
End of year	$ 13,782,076	$ 29,068,279	$ 21,722,338
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION			
Cash paid for interest	$ 441,094	$ 1,469,555	$ 1,462,151
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES			
Distribution of investments to shareholder	-	-	$ 4,242,027
Refinancing of shareholder note receivable through issuance of new shareholder note	-	$ 2,122,416	-

See notes to financial statements.

GOSH ENTERPRISES, INC.

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2025, 2024 AND 2023

NOTE 1 - ORGANIZATION

Gosh Enterprises, Inc. (Company), located in Columbus, Ohio, primarily franchises Charley's Philly Steaks (Charley's) restaurants, mainly in the United States.

A reconciliation of the beginning and ending number of locations operated by franchisees is as follows for the years ended December 31:

	2025	2024	2023
Locations at beginning of year	871	827	739
Locations opened	44	70	116
Locations closed	(29)	(26)	(28)
Locations at end of year	886	871	827
Locations operated by related parties	60	69	61

The Company has international franchise locations in Bahrain, Canada, Germany, Italy, Japan, South Korea, Kuwait, Oman, Qatar, Saudi Arabia, the United Arab Emirates, and the United Kingdom. As of December 31, 2025, 2024 and 2023, the Company had 60, 58, and 66 international franchise locations, respectively, included in the location numbers above.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of significant accounting policies consistently applied by management in the preparation of the accompanying financial statements follows:

Use of Estimates - The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Variable Interest Entities - The Company has adopted the Financial Accounting Standards Board (FASB) Private Company Council exception related to the consolidation of variable interest entities under the topic of Accounting Standards Codification (ASC) Topic 810 - Consolidation. Under this guidance, the Company will not consolidate entities under common control unless the Company holds a majority of the voting shares of that entity and no circumstances indicate that control does not rest with the Company.

Cash - The Company considers highly liquid investments with maturities of three months or less when purchased as cash equivalents. It maintains, at various financial institutions, cash that could at times exceed federally insured amounts. The Company has not experienced any losses in such accounts.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounts Receivable - Accounts receivable are comprised primarily of amounts due from franchisees requiring payment within 5-15 days from the end of each franchisee reporting period. The Company reports receivables at net realizable value. The Company evaluates each franchisee's ability to pay through historical experience and current economic conditions through a reasonable forecast period. Factors considered in the evaluation of assessing collectability and risk include underlying value of any collateral or security interest; significant past-due balances; historical losses; and existing economic conditions, including country and political risk. There can be no assurance that actual results will not differ from estimates or that consideration of these factors in the future will not result in an increase or decrease to the allowance for credit losses. The Company regularly evaluates the collectability of accounts receivable and maintains reserves for expected credit losses. Estimated credit losses are written off in the period in which they are no longer collectible.

The following table shows the Company's accounts receivable and allowance for credit loss balances at December 31:

	2025	2024	2023	2022
Accounts receivable	$ 2,690,600	$ 2,398,776	$ 2,654,304	$ 2,638,452
Allowance for credit losses	(1,076,978)	(893,143)	(1,404,328)	(969,791)
Accounts receivable, net	$ 1,613,622	$ 1,505,633	$ 1,249,976	$ 1,668,661

Investments - The Company classifies its investments in debt securities as available-for-sale and are reported at fair value. Unrealized gains and losses on investments in debt securities are recorded as a component of other comprehensive income. Realized gains and losses are reclassified from other comprehensive income to net income in the period in which they occur. All of the Company's investments in debt securities are classified as available-for-sale at December 31, 2025, 2024 and 2023.

All investments in equity securities held by the Company have readily determinable fair values and are reported at fair value with change in fair value recognized in net income.

Interest income is recorded on the accrual basis, and dividends are recorded on the ex-dividend date. Purchases and sales of investments are recorded on the trade date. Realized gains and losses on the sales of investments are determined using the specific-identification method.

Property and Equipment - Property and equipment are stated at cost and are depreciated using the straight-line depreciation method based on the following estimated useful lives:

Vehicles	5 - 6 years
Leasehold improvements	5 - 10 years
Furniture and fixtures	5 - 10 years
Machinery and equipment	5 - 10 years

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leasehold improvements are amortized over the lesser of the life of the lease, including expected renewal options as determined by management, or the estimated useful lives of the assets. Routine expenditures for maintenance and repairs are charged to expense as incurred. Expenditures for renewals and betterments that materially extend the useful lives of assets or increase their productivity are capitalized.

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset might not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by 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 the fair value of the asset. There were no long-lived assets impaired at December 31, 2025, 2024 and 2023.

Marketing Fund - The Company generally collects an advertising fee of up to 3.00% (1.00% for the years ended December 31, 2025, 2024 and 2023) of gross sales from all franchisees to fund Charley's Marketing Fund (CMF) for general marketing, advertising and publicity administered by the Company on behalf of the Charley's franchise system. Marketing fund expense of approximately $7,726,000, $7,305,000 and $6,969,000 is included in selling, general and administrative expenses on the accompanying statements of comprehensive income for the years ended December 31, 2025, 2024 and 2023, respectively. (See Note 3.) As of December 31, 2025, 2024 and 2023, the Company has a marketing fund liability in the accompanying balance sheets of approximately $1,826,000, $2,133,000 and $2,059,000, respectively.

Vendor Rebates - The Company receives funds from various vendors for promoting the use of the vendors' products by the franchisees. It uses these vendor rebates at its sole discretion to benefit the brand and may from time to time put these amounts into the marketing fund. Approximately $3,580,000, $4,272,000 and $4,220,000 was received from vendor rebates for the years ended December 31, 2025, 2024 and 2023, respectively, which is included in management, consulting and other fees within revenues in the accompanying statements of comprehensive income. Approximately $1,000,000, $350,000 and $380,000 in vendor rebates was received and is included in marketing fund revenue for the years ended December 31, 2025, 2024 and 2023, respectively.

Insurance Reserves - Effective January 1, 2024, the Company transitioned to a fully insured health insurance plan. Prior to January 1, 2024, the Company self-insured its health insurance plan, which was offered to eligible permanent corporate employees, who were able select from either a group Preferred Provider Organization plan or a high-deductible health savings account. The Company paid all claims above the participants' deductible and maintained a stop-loss policy that reimbursed the Company for all claims above $25,000 on a per-participant basis each year. The plan and claims were administered by a third-party administrator. The Company recorded a liability for all unresolved claims and for an estimate of incurred, but not reported claims, based on a number of assumptions, including the frequency and severity of claims, claim development history and settlement practices. A liability of approximately $258,000 is included within accrued expenses in the accompanying balance sheets at December 31, 2023. The Company's claim experience was monitored monthly. Claim experience, combined with updated estimates of insurance industry costs, was reviewed in determining contract terms annually. Because of the inherent uncertainties in estimating costs, it was reasonably possible that the Company's estimates of costs would change in the near term.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Gift Card Obligations - The Company sells and collects cash on the sale of gift cards to its franchisees. The gift cards are honored at the respective franchise locations. The Company estimates breakage based on historical analysis of unused gift cards and records income for the portion of gift cards sold and not expected to be redeemed as the gift cards are redeemed. Where historical data is not available, the Company uses relevant public financial statement data to estimate breakage. The Company has determined that gift card breakage was not significant for the years ended December 31, 2025, 2024 and 2023. Accordingly, no breakage income is reflected in these financial statements.

Revenue Recognition - Revenues consist of franchise royalties, initial franchise and development fees, management, consulting and other fees. The Company executes franchise agreements for each franchise restaurant, which establishes the terms of the agreement with the franchisee. The Company recognizes initial franchise fees as deferred revenue when received and as revenue on a straight-line basis over the contractual term of the franchise agreement. Initial franchise fees include the initial contractual franchise fee, related license and development fees and franchise transfer fees. Any remaining unamortized franchise fee revenue is recognized in full upon store closure. The following table shows the Company's deferred revenue balances at December 31:

	2025	2024	2023	2022
Current portion of deferred revenue	$ 894,689	$ 911,633	$ 811,455	$ 649,141
Deferred revenue, net of current portion	6,914,570	7,802,894	7,936,852	6,815,418
Total Deferred Revenue	$ 7,809,259	$ 8,714,527	$ 8,748,307	$ 7,464,559

Franchise Fees - The Company generates revenue from franchising arrangements through individual franchise agreements, under which the Company grants franchisees the right to use its trademarks and operating system and provides pre-opening services. The Company identifies a single performance obligation related to the franchise license, which includes pre-opening services that are not distinct and are accounted for as a single performance obligation in accordance with the practical expedient in ASC 952-606. The performance obligation is satisfied over the term of the franchise agreement, which is typically ten years. Consideration under franchise agreements generally consists of an initial, nonrefundable franchise fee and continuing fees based on a percentage of franchisee sales. The initial franchise fee is fixed and due upon franchise opening and is recognized on a straight-line basis over the franchise term. Continuing franchise royalties, generally ranging from 4.5% to 6% of franchisee gross sales, as defined in the franchise agreement, are recognized as revenue as the underlying franchisee sales occur. The Company does not provide or generate revenue from separate design, architecture, construction, or training services.

The Company is reimbursed by CMF for its marketing services and administration. In addition, the Company receives management fees from related parties, which are recognized as services are rendered. (See Note 3.)

Commissions - Commissions paid by the Company in connection with the acquisition of certain franchises are accounted for as a deferred commission asset and are amortized to expense over the expected life of the franchise, since these costs were incurred to obtain the contract. Amortization expense relating to deferred commissions was approximately $166,000, $172,000 and $118,000 for the years ended December 31, 2025, 2024 and 2023, respectively.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes - The Company, with the consent of its shareholder, elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code (IRC) for federal and state income tax purposes. The shareholder is taxed individually on the Company's taxable income.

Accounting for uncertainty in income taxes requires financial statement recognition, measurement and disclosure of uncertain tax positions recognized in an enterprise's financial statements. Income tax positions must meet a more-likely-than-not recognition threshold to be recognized. When necessary, the Company accrues penalties and interest related to unrecognized tax benefits as a component of income tax expense. Income tax returns since 2022 are subject to review by the Internal Revenue Service, generally three years after the returns are filed.

A reconciliation of the beginning and ending amount of uncertain tax positions is as follows for the years ended December 31:

	2025	2024	2023
Balance at beginning of year	$ 330,068	$ 307,612	$ 284,142
Increase based on change in estimated tax positions for the year ended	21,983	22,456	23,470
Balance at end of year	$ 352,051	$ 330,068	$ 307,612

When evaluating uncertain tax positions, the Company considers lapses of the applicable statutes of limitations of unrecognized tax benefits, resolution of examination by taxing authorities and other regulatory filings. The Company estimates that there will not be any net decrease in any unrecognized tax benefits for the next 12 months.

Leases - For leases with a term greater than one year, the Company recognizes a lease asset for its right to use the underlying leased asset and a lease liability for the corresponding lease obligation. The Company determines whether an arrangement is or contains a lease at contract inception. Operating leases with a duration greater than one year are included in operating lease right-of-use assets, current portion operating lease liabilities and operating lease liabilities, net of current portion in the Company's balance sheets at December 31, 2025, 2024 and 2023. Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Company uses a risk-free rate of a period comparable with that of the lease term unless the implicit rate is readily determinable. The Company considers the lease term to be the noncancelable period that it has the right to use the underlying asset, including all periods covered by an option to (1) extend the lease if the Company is reasonably certain to exercise the option; (2) terminate the lease if the Company is reasonably certain not to exercise that option; and (3) extend, or not to terminate, the lease in which exercise of the option is controlled by the lessor. The Company has elected the practical expedient to not recognize right-of-use assets and lease liabilities arising from short-term leases, defined as a lease with an initial term of 12 months or less. Lease agreements with lease and non-lease components are accounted for as a single lease component for all classes of leased assets for which the Company is the lessee.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The operating lease right-of-use assets also include any lease payments made and exclude lease incentives received or receivable. Lease expense is recognized on a straight-line basis over the expected lease term. Variable lease expenses are recorded when incurred.

Reclassification of Prior-Year Amounts - Certain amounts reported in the prior-year financial statements were reclassified to conform with the current-year presentation.

Subsequent Events - Subsequent events are defined as events or transactions that occur after the balance sheet date, but before the financial statements are issued or are available to be issued. Management has evaluated subsequent events through April 27, 2026, the date that the financial statements were available to be issued.

NOTE 3 - RELATED-PARTY TRANSACTIONS

The below table outlines the outstanding related-party balances and location within the balance sheets as of December 31:

	2025	2024	2023
Related-party receivables:			
Royalty receivables from affiliates	$ 142,508	$ 141,812	$ 100,410
Shared services receivable and advances to vendors on behalf of affiliates, net	539,011	300,952	622,971
	$ 681,519	$ 442,764	$ 723,381

NOTE 3 - RELATED-PARTY TRANSACTIONS (Continued)

	2025	2024	2023
Advances to related-party:			
Noninterest-bearing receivable from Charley's Steakery, Inc., (CSI) representing the net effect of related-party transactions on an ongoing basis.	$ -	$ 59,548	$ 192,244
Shareholder notes receivables (reflected as a reduction to shareholder's equity):			
Shareholder note, payable on demand, bearing interest at the short-term applicable federal rate (2.78%, at December 31, 2025) and including accrued interest of $862,500, $642,120 and $385,440 at December 31, 2025 and 2024 and 2023, respectively.	$ 8,062,500	$ 7,842,120	$ 7,585,440
Cognovit promissory note with shareholder with an original principal amount of $2,000,000, bearing interest at 2.00% per annum, payable at the same time when indebtedness is paid in full, maturing in May 2024 and including accrued interest of $104,668 at December 31, 2023.	-	-	2,104,668
Cognovit promissory note with shareholder with an original principal amount of $2,122,416, bearing interest at 4.45% per annum, payable at the same time when indebtedness is paid in full, maturing in May 2028 and including accrued interest of $151,903 and $55,285 at December 31, 2025 and 2024, respectively.	2,274,319	2,177,701	-
	$ 10,336,819	$ 10,019,821	$ 9,690,108
Note receivable - related-party:			
Cognovit promissory note with Marimeter LLC (Marimeter) with an original principal amount not to exceed $10,000,000, bearing interest at 2.10% per annum, payable at the same time when indebtedness is paid in full, maturing in July 2030 and including accrued interest of $624,532, $471,681 and $319,690 at December 31, 2025, 2024 and 2023, respectively. Secured by a continuing first-priority and exclusive security interest in and to all of membership interests in Upper Arlington Center, LLC (UAC), owned by Marimeter.	$ 8,052,217	$ 7,899,366	$ 7,347,375

NOTE 3 - RELATED-PARTY TRANSACTIONS (Continued)

	2025	2024	2023
Cognovit promissory note with Bibibop LLC (Bibibop) with an original principal amount not to exceed $10,000,000, bearing interest at 0.10% per annum, payable at the same time when indebtedness is paid in full, maturing in February 2027 and including accrued interest of $10,421 and $3,796 at December 31, 2025 and 2024, respectively.	$ 6,510,421	$ 6,003,796	-
	$ 14,562,638	$ 13,903,162	$ 7,347,375
Related-party payables:			
Balance due to UAC for reimbursement of the Company's shared portion of real estate taxes	$ 246,174	$ 100,622	-
Balance due to related-party charitable organization	158,650	123,906	$ 181,522
	$ 404,824	$ 224,528	$ 181,522

The below table outlines the outstanding related-party activity and location within the statements of comprehensive income as of December 31:

	2025	2024	2023
Royalties revenue received from related-party companies	$ 4,230,427	$ 4,642,598	$ 4,337,289
Reimbursement from CMF for marketing services and administration, included in management, consulting and other fees on the statements of comprehensive income	1,232,591	1,268,607	1,445,372
Revenue associated with shared services and accounting and management services provided to affiliates, included in management, consulting and other fees on the statements of comprehensive income	2,566,700	2,053,037	2,275,657
Reimbursement from affiliates for shared office space presented as a reduction of selling, general and administrative expenses	398,400	404,400	370,700
Reimbursement from affiliates for shared automobile usage presented as a reduction of selling, general and administrative expenses	154,000	156,000	156,000
Short-term lease payments made to Marimeter	-	108,000	96,000
Contributions to related-party charitable organization	4,613,206	1,896,251	4,986,126

NOTE 3 - RELATED-PARTY TRANSACTIONS (Continued)

	2025	2024	2023
Real estate tax payments made to UAC	$ 570,000	$ 350,000	-

Line of Credit - The Company has a revolving line of credit with a financial institution as a co-borrower with CSI, Bibibop, Bibibop Development LLC (Bibibop Development) and Bibibop Holdings LLC (Bibibop Holdings). Draws on the line of credit are recorded on the Company for which the funds are intended to be used. (See Note 7.)

The Company has been named the guarantor for various related parties. At December 31, 2025, future minimum lease payments related to the guaranteed leases expiring at various dates from January 2026 through August 2029 totaled approximately $744,000, representing the Company's estimated maximum exposure to loss. The Company also co-guarantees debt for Solar Troupsburg, LLC and CSI in the amount of approximately $3,998,000 and $410,000, respectively, as of December 31, 2025. The Company has not recorded any amount associated with the guarantee as it does not expect to perform under those agreements.

NOTE 4 - INVESTMENTS

Investments were classified as follows as of December 31:

	2025	2024	2023
Investments in equity securities	$ 14,063,823	$ 7,134,295	$ 5,804,891
Investments in debt securities	4,175,637	8,387,744	10,844,648
Total Investments	$ 18,239,460	$ 15,522,039	$ 16,649,539

Investments in debt securities classified as available-for-sale consisted of the following at December 31:

	2025			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
U.S. government securities	$ 1,136,422	$ 9,593	-	$ 1,146,015
Corporate bonds	2,921,819	111,630	$ (3,827)	3,029,622
Total Available-For-Sale Debt Securities	$ 4,058,241	$ 121,223	$ (3,827)	$ 4,175,637

NOTE 4 - INVESTMENTS (Continued)

	2024			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
Corporate bonds	$ 8,289,870	$ 136,299	$ (38,425)	$ 8,387,744
Total Available-For-Sale Debt Securities	$ 8,289,870	$ 136,299	$ (38,425)	$ 8,387,744

	2023			
	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
U.S. government securities	$ 2,023,245	$ 35,236	$ (1,962)	$ 2,056,519
Corporate bonds	8,756,342	56,928	(25,141)	8,788,129
Total Available-For-Sale Debt Securities	$ 10,779,587	$ 92,164	$ (27,103)	$ 10,844,648

Proceeds for the sales of available-for-sale debt securities were approximately $10,072,094, $4,224,000 and $6,762,000 in 2025, 2024 and 2023, respectively. Gross realized gains on those sales totaled approximately $1,070,000, $76,000 and $41,000 and gross realized losses were approximately $117,000, $36,000 and $33,000 in 2025, 2024 and 2023, respectively.

At December 31, contractual maturities of available-for-sale debt securities were as follows:

	2025		
	U.S. Government Securities	Corporate Bonds	Totals
Within one year	$ 622,889	$ 99,824	$ 722,713
After one year through five years	-	895,529	895,529
After five years through 10 years	-	1,471,202	1,471,202
After 10 years	523,126	563,067	1,086,193
	$ 1,146,015	$ 3,029,622	$ 4,175,637

NOTE 4 - INVESTMENTS (Continued)

	2024		
	U.S. Government Securities	Corporate Bonds	Totals
Within one year	-	$ 223,682	$ 223,682
After one year through five years	-	3,856,094	3,856,094
After five years through 10 years	-	2,918,612	2,918,612
After 10 years	-	1,389,356	1,389,356
	-	$ 8,387,744	$ 8,387,744

	2023		
	U.S. Government Securities	Corporate Bonds	Totals
Within one year	$ 1,297,444	$ 244,890	$ 1,542,334
After one year through five years	504,475	6,059,796	6,564,271
After five years through 10 years	254,600	1,866,455	2,121,055
After 10 years	-	616,988	616,988
	$ 2,056,519	$ 8,788,129	$ 10,844,648

The portion of unrealized (losses) and gains recognized during 2025, 2024 and 2023 that relate to equity securities still held at December 31, 2025, 2024 and 2023, respectively, were approximately $2,659,000, ($1,740,000) and $1,068,000, respectively.

The Company utilizes various investment options, including common stock, mutual funds and other investments. Investments are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risks associated with certain investments, it is reasonably possible that changes in value will occur in the near term, and those changes could materially affect the Company's financial position and changes in shareholder's equity.

NOTE 5 - FAIR VALUE MEASUREMENTS

Fair value guidance establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level l measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

NOTE 5 - FAIR VALUE MEASUREMENTS (Continued)

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2: Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. Following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2025, 2024 and 2023.

Money Market: Valued at the daily net asset value (NAV).

Common Stock: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual Funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Company are open-end mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their NAV and to transact at that price. The mutual funds held by the Company are deemed to be actively traded.

U.S. Government Securities: Valued using pricing models maximizing the use of observable inputs for similar activities

Corporate Bonds: Valued using pricing models maximizing the use of observable inputs for similar securities. This includes basing value on yields currently available on comparable securities of issuers with similar credit ratings.

The methods described above might produce a fair value calculation that might not be indicative of net realizable value or reflective of future fair values. Further, while the Company believes its valuation methods are appropriate and consistent, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NOTE 5 - FAIR VALUE MEASUREMENTS (Continued)

The following table sets forth, by level, within the fair value hierarchy, the Company's investments at fair value as of December 31:

	2025			
	Level 1	Level 2	Level 3	Total
Equity securities:				
Money market	$ 51,857	-	-	$ 51,857
Common stock	3,205,744	-	-	3,205,744
Mutual funds	10,806,222	-	-	10,806,222
Total Equity Securities	14,063,823	-	-	14,063,823
Available-for-sale debt securities:				
U.S. government securities	1,146,015	-	-	1,146,015
Corporate bonds	-	$ 3,029,622	-	3,029,622
Total Available-For-Sale Debt Securities	1,146,015	3,029,622	-	4,175,637
Total Investments	$ 15,209,838	$ 3,029,622	-	$ 18,239,460

	2024			
	Level 1	Level 2	Level 3	Total
Equity securities:				
Money market	$ 31,613	-	-	$ 31,613
Common stock	2,761,727	-	-	2,761,727
Mutual funds	4,340,955	-	-	4,340,955
Total Equity Securities	7,134,295	-	-	7,134,295
Available-for-sale debt securities:				
Corporate bonds	-	$ 8,387,744	-	8,387,744
Total Available-For-Sale Debt Securities	-	8,387,744	-	8,387,744
Total Investments	$ 7,134,295	$ 8,387,744	-	$ 15,522,039

NOTE 5 - FAIR VALUE MEASUREMENTS (Continued)

	2023			
	Level 1	Level 2	Level 3	Total
Equity securities:				
Money market	$ 91,178	-	-	$ 91,178
Common stock	1,646,724	-	-	1,646,724
Mutual funds	4,066,989	-	-	4,066,989
Total Equity Securities	5,804,891	-	-	5,804,891
Available-for-sale debt securities:				
U.S. government securities	2,056,519	-	-	2,056,519
Corporate bonds	-	$ 8,788,129	-	8,788,129
Total Available-For-Sale Debt Securities	2,056,519	8,788,129	-	10,844,648
Total Investments	$ 7,861,410	$ 8,788,129	-	$ 16,649,539

NOTE 6 - PROPERTY AND EQUIPMENT

Property and equipment consist of the following at December 31:

	2025	2024	2023
Vehicles	$ 2,116,329	$ 2,116,329	$ 2,174,818
Leasehold improvements	1,934,793	1,732,615	1,732,615
Furniture and fixtures	570,307	570,307	564,420
Machinery and equipment	542,201	498,117	440,553
	5,163,630	4,917,368	4,912,406
Less: Accumulated depreciation	(3,010,168)	(2,384,678)	(1,703,140)
	2,153,462	2,532,690	3,209,266
Construction-in-progress	-	13,000	-
	$ 2,153,462	$ 2,545,690	$ 3,209,266

NOTE 7 - DEBT AND CREDIT ARRANGEMENTS

The Company maintains a revolving line of credit with a financial institution in a co-borrower arrangement with CSI, Bibibop, Bibibop Development and Bibibop Holdings. Terms of the line of credit allow for borrowings of up to $20,000,000 and is set to mature April 30, 2026. There was $20,000,000 in outstanding borrowings on the line of credit at December 31, 2024 and 2023.

As of December 31, 2025, the line of credit bears interest at the forward-looking term secured overnight financing rate (3.87% at December 31, 2025) plus 1.6%. As of December 31, 2024, the line of credit bore interest at the forward-looking term secured overnight financing rate plus 2.70%. As of December 31, 2023, the line of credit bore interest, at the Company's option, of either the forward-looking term secured overnight financing rate plus 1.50% or the greater of the Prime Rate (6.75% at December 31, 2025) minus 1.00% or 1.50%. The line is secured by substantially all business assets of the Company and co-borrowers. The line has associated affirmative, negative and financial covenants, the most restrictive of which is a Funded Debt to earnings before interest, taxes, depreciation and amortization requirement, as defined in the agreement. The Company is subject to a non-usage fee assessed quarterly on the unused portion of the line of credit. The non-usage fee is calculated each calendar quarter at a rate of 0.125%, applied to the unused portion of the credit facility during the quarter. Non-usage fees are recognized as interest expense in the period incurred.

The Company has a promissory note with a financial institution with a principal amount of approximately $1,862,000 in a co-borrower arrangement with CSI, Bibibop, Bibibop Development and Bibibop Holdings. The note bears interest at 4.98% per annum and requires monthly principal and interest payments of approximately $29,000 through maturity in April 2028. It is secured by certain Company vehicles. The outstanding balance was approximately $793,000, $1,094,000 and $1,380,000 as of December 31, 2025, 2024 and 2023, respectively.

In April 2020, the Company entered into a loan with a bank with a principal amount of approximately $1,497,000 pursuant to the Paycheck Protection Program (PPP) under the Coronavirus Aid, Relief, and Economic Security Act, and it was amended in March 2022. The PPP loan may be accelerated upon the occurrence of an event of default. It is unsecured and guaranteed by the United States Small Business Administration. The Company elected to forgo the application for forgiveness.

The PPP loan bears interest at 0.98% per annum and requires equal monthly payments of principal and interest through the month prior to the maturity date, with a final payment of all unpaid principal plus accrued and unpaid interest on the amended date. The outstanding balance on the PPP loan was approximately $214,000 and $852,000 at December 31, 2024 and 2023, respectively. The outstanding balance on the PPP loan was paid off in full in 2025.

NOTE 7 - DEBT AND CREDIT ARRANGEMENTS (Continued)

At December 31, 2025 the future aggregate maturities of long-term debt were as follows:

Year	Long-Term Debt
2026	$ 329,630
2027	332,208
2028	131,268
Total	$ 793,106

NOTE 8 - LEASES

The Company leases certain vehicles and office and computer equipment under long-term, noncancelable operating lease agreements that expire at various times through February 2027. It also leases certain office space under long-term, noncancelable operating leases.

Effective January 1, 2022, the Company entered into a long-term noncancellable lease for new office space with UAC. The lease initially required monthly rental payments of $75,000, which is inclusive of utilities and common area maintenance charges. In March 2022, the lease was amended to add additional space, increase the required monthly payments to $80,263 and require the Company to pay a pro rata share of common area maintenance charges and real estate taxes. In January 2025, the lease was amended to clarify the Company's obligation to pay its proportional share of operating costs associated with the office space. The office space lease is set to expire in December 2031 and provides for two 10-year renewal options, exercisable upon 30 days' prior written notice to the landlord. These renewal options are not included in the lease liability as of December 31, 2025 because they are not reasonably certain to be exercised.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

NOTE 8 - LEASES (Continued)

The lease cost and other required information for the years ended December 31 are:

	2025	2024	2023
Lease cost			
Operating lease cost	$ 976,072	$ 976,072	$ 976,072
Short-term lease cost	14,592	108,477	140,899
Total Lease Cost	$ 990,664	$ 1,084,549	$ 1,116,971
Other information			
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows from operating leases	$ 976,072	$ 976,072	$ 976,072
Weighted-average remaining lease term			
Operating leases	6.00 years	6.97 years	7.97 years
Weighted-average discount rate			
Operating leases	3.66%	3.66%	3.66%

Future minimum lease payments and reconciliation to the balance sheet at December 31, 2025 are as follows:

	Amount
2026	$ 976,072
2027	965,312
2028	963,160
2029	963,160
2030	963,160
Thereafter	963,160
Total Future Undiscounted Lease Payments	5,794,024
Less: Amounts representing interest	(583,385)
Lease Liabilities	$ 5,210,639

NOTE 9 - EMPLOYEE BENEFIT PLAN

The Company, along with certain other affiliates, sponsors a defined contribution savings plan to provide retirement benefits under Section 401(k) of the IRC. The Company makes a matching contribution equal to 100% of the first 3% and 50% of the next 2% of a participant's elective deferrals to the plan. The Company may also make discretionary annual contributions. For the years ended December 31, 2025, 2024 and 2023, the Company made plan contributions of approximately $352,000, $358,000 and $346,000, respectively.

NOTE 10 - CONTINGENCIES

In the ordinary course of business, the Company is subject to proceedings, lawsuits and other claims primarily related to competitors, customers, employees, franchisees, government agencies, intellectual property and suppliers. The Company is required to assess the likelihood of any adverse judgments or outcomes to these matters, as well as potential ranges of probable losses. A determination of the amount of accrual required, if any, for these contingencies is made after careful analysis of each matter.

During the year ended December 31, 2023, the Company settled a matter with supplier for $623,000. The Company had previously accrued $200,000 with respect to this matter, and the remainder of the settlement was recorded as a component of selling, general and administrative expenses in the accompanying statement of comprehensive income during the year ended December 31, 2023.

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EXHIBIT H

STATE SPECIFIC AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF CALIFORNIA

1. Item 3 of the Franchise Disclosure Document is supplemented by the following language.

Neither Gosh Enterprises, Inc. nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.*, suspending or expelling such parties from membership in such association or exchange.

2. Item 17 of the Franchise Disclosure Document is supplemented by the following language.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement requires arbitration. The arbitration will occur in the offices of the American Arbitration Association located closest to our principal place of business (currently, Columbus, Ohio). If we file a claim in a judicial or arbitration proceeding for amounts you or any of your owners owe us or any of our affiliates, or if we enforce the Franchise Agreement in a judicial or arbitration proceeding, and we prevail in any such proceeding, you will have to reimburse us for all or our costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a Franchise Agreement restricting venue to a forum outside the State of California.

The Franchise Agreement requires application of the laws of Ohio. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must sign a general release if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The California Corporations Code 31512 provides that: "Any conditions, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of this law or any rule or order hereunder is void." The Franchise Agreement requires a shortened statute of limitations period. Pursuant to Corporations Code Section

31512, this provision is void, to the extent that it is inconsistent with the provisions of Corporations Code Sections 31303 and 31304.

3. Item 22 of the Franchise Disclosure Document is supplemented by the following language.

No statement, questionnaire or acknowledgement 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 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

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.

SEE THE COVER PAGE OF THE DISCLOSURE DOCUMENT FOR OUR URL ADDRESS. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF HAWAII

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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES 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 SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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.

No statement, questionnaire or acknowledgement 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.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF ILLINOIS

Illinois law shall apply to and govern the Franchise Agreement and Development Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void with respect to any action that is otherwise enforceable in Illinois. However, a franchise agreement may provide for arbitration to take place out of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

No statement, questionnaire or acknowledgement 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.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF MARYLAND

Item 17, Additional Disclosures. The following statements are added to Item 17:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The Code of Maryland Regulations COMAR 02.02.08.16L., states that a general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. This may affect the enforceability of certain provisions in the Franchise Agreement relating to renewal, sale, assignment or transfer of the Franchise Agreement.

Any claims that a franchisee may have under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

A provision in the Franchise Agreement which terminates the agreement upon a franchisee's bankruptcy may not be enforceable under Title 11, United States Code Section 101.

Item 22, Additional Disclosure. The following statements are added to Item 22:

No statement, questionnaire or acknowledgement 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.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to these Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF MICHIGAN

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

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

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

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

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

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

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

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

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

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

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

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

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

Any questions regarding these Additional Disclosures shall be directed to the Department of the Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 373-7717.

*** NOTE: NOTWITHSTANDING PARAGRAPH (f) ABOVE, WE INTEND TO, AND YOU AGREE THAT WE AND YOU WILL, ENFORCE FULLY THE PROVISIONS OF THE ARBITRATION SECTION OF OUR AGREEMENTS. WE BELIEVE THAT PARAGRAPH (f) IS UNCONSTITUTIONAL AND CANNOT PRECLUDE US FROM ENFORCING THE ARBITRATION PROVISIONS.**

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF MINNESOTA

Item 17, Additional Disclosures. The following statements are added to Item 17:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or the Franchise 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.

Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

Minnesota Rule 2860.4400J, among other things, prohibits us from requiring you to waive your rights to a jury trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar an exclusive arbitration clause.

Item 22, Additional Disclosures. The following statements are added to Item 22:

No statement, questionnaire or acknowledgement 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.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Each provision of these Additional Disclosures shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the relevant Minnesota statute are met independently without reference to the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

ADDITIONAL DISCLOSURE DOCUMENT DISCLOSURES
REQUIRED BY THE STATE OF NEW YORK

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 C OR YOUR PUBLIC LIBRARY FOR RESOURCES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, 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 that is 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 ten years 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. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "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; this proviso intends that the non- waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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.

Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF RHODE ISLAND

Item 17, Additional Disclosure. The following statement is added to Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Law are met independently without reference to this Additional Disclosure. The Additional Disclosure shall have no force or effect if such jurisdictional requirements are not met.

ADDITIONAL DISCLOSURES
REQUIRED BY THE COMMONWEALTH OF VIRGINIA

Item 17, Additional Disclosure. The following statements are added to Item 17:

Under 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 ground 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.

As of July 1, 2026:

A. Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchised businesses that are located in Virginia, any franchise contract or agreement offered or entered into pursuant to terms of the Virginia Retail Franchising Act shall be governed by the laws of the Commonwealth of Virginia.

B. Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, it is unlawful in connection with the sale or offer to sell a franchise for a business to be located in Virginia, to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, under subsection B of § 13.1-563 of the Retail Franchising Act, in the event that a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after the closing date of such sale.

Item 22, Additional Disclosure. The following statements are added to Item 22:

No statement, questionnaire or acknowledgement 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.

The provision of this Additional Disclosure shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Additional Disclosure. The Additional Disclosure shall have no force or effect if such jurisdictional requirements are not met.

ADDITIONAL DISCLOSURES
REQUIRED BY THE STATE OF WASHINGTON

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise **Investment** Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during

the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

EXHIBIT I

STATE SPECIFIC AMENDMENTS TO FRANCHISE AGREEMENT

Hawaii
Illinois
Maryland
Minnesota
New York
Rhode Island
Virginia
Washington

AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT FOR THE STATE OF HAWAII

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** ("GEI" or "we") and _____ ("Franchisee" or "you") dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of the franchise to you was made in the State of Hawaii; **(B)** you are a resident of the State of Hawaii; and/or **(C)** the Restaurant will be located or operated in the State of Hawaii.

2. The following sentences are added at the end of Section 19:

> 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.

3. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

4. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

5. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name:_____

Title:_____

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** ("GEI" or "we") and _____ ("Franchisee" or "you") dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. Illinois law shall apply to and govern the Development Agreement.

2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place out of Illinois.

3. Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

5. 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. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name:_____

Title:_____

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** ("GEI" or "we") and _____ ("Franchisee" or "you") dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Maryland; **(B)** you are a resident of the State of Maryland; **(C)** the Restaurant will be located or operated in the State of Maryland.

2. Your Acknowledgements. Section 1.02 is deleted in its entirety.

3. Transfers, Renewal and General Release. The following sentence is added to the end of Sections 13.02(7), 15.03 and 19.08:

> This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Enforcement. The following sentence is added to the end of Section 18.01:

> You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Time Period to Bring Claims. The following sentence is added to the end of Section 18.05:

> This limitation of claims provision shall not act to reduce the 3 year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law, which claim must be brought within 3 years after the grant of the franchise.

6. Miscellaneous. The following paragraphs are added at the end of Section 19:

> All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
>
> 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. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

8. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

9. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name:_____

Title:_____

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** ("GEI" or "we") and _____ ("Franchisee" or "you") dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of Minnesota; **(B)** you are a resident of the State of Minnesota; and/or **(C)** the Restaurant will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 13.02(7), 15.03 and 19.08:

   Notwithstanding the foregoing, you will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. The following sentence is added to the end of Section 14.02:

   With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

4. The following sentence is added to the end of Section 15.02:

   With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 180 days' notice for non-renewal of the Franchise Agreement.

5. The following sentences are added to the end of Sections 18.01:

   Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota or requiring waiver of a jury trial. In addition, nothing in the Franchise 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.

6. The following sentences are added to the end of Sections 18.02:

   All references to our right to obtain injunctive relief are hereby amended to refer to our right to seek to obtain injunctive relief.

7. 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. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

9. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

10. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name:_____

Title:_____

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** ("GEI" or "we") and _____ ("Franchisee" or "you") dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into, the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of a franchise to you was made in the State of New York; **(B)** you are a resident of the State of New York; and/or **(C)** the Restaurant will be located in the State of New York.

2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Sections 680 – 695, may not be enforceable.

3. The following sentence is added to the end of Sections 3.02, 13.02(7), 15.03 and 19.08:

   Any provision in this Agreement requiring you to sign a general release of claims against us does not release any claim you may have under New York General Business Law, Article 33, Sections 680-695.

4. The following sentence is added to the end of Section 18.02:

   Our right to obtain injunctive relief exists only after proper proofs are made and the appropriate authority has granted such relief.

5. The following sentence is added to the end of Section 19.04:

   We will not assign our rights under this Agreement, except to an assignee who in our good faith and judgment is willing and able to assume our obligations under this Agreement.

6. The following sentence is added to the end of Section 18.04:

   Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.

7. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Franchise Agreement.

8. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

9. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the New York law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name:_____

Title:_____

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** ("GEI" or "we") and _____ ("Franchisee" or "you") dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Amendment form an integral part of, and are incorporated into the Development Agreement. This Amendment is being executed because: **(A)** the offer or sale of the franchise to you was made in the State of Rhode Island; **(B)** you are a resident of the State of Rhode Island; and/or **(C)** the Restaurant is located in the State of Rhode Island.

2. The following language is added to Sections 18.01 and 18.04:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. Any capitalized term that is not defined in this Amendment shall have the same meaning given it in the Franchise Agreement.

4. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

5. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Rhode Island law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[*Signature Page Follows.*]

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name:_____

Title:_____

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT FOR VIRGINIA

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** ("GEI" or "we") and _____ ("Franchisee" or "you") dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

1. This Addendum shall only be effective if the Restaurant is located in the Commonwealth of Virginia.

2. For so long as the subsections of the Virginia Retail Franchising Act require the changes to the Franchise Agreement noted below, the following shall apply:

   A. The following is added to the end of Section 7.03 of the Franchise Agreement:

      Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, any provision that restricts Franchisee's right to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the Franchise Agreement is deleted; provided however, as permitted by subsection B of § 13.1-563 of the Virginia Retail Franchising Act, if Franchisee sells the Restaurant at a mutually agreed upon price to a third party or back to GEI, such sale will include a term restricting the right of Franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two (2) years after the closing date of such sale.

   B. The following is added to the end of Section 18.04 of the Franchise Agreement:

      Notwithstanding anything to the contrary in Section 18.04 of the Franchise Agreement, under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, the Franchise Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws rules.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

5. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Addendum by electronic transmission (including PDF) shall be as effective as delivery of a manually executed counterpart of this Addendum.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name:_____

Title:_____

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

AMENDMENT TO CHARLEYS RESTAURANT FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON

This Amendment to the Charleys Restaurant Franchise Agreement between **GOSH ENTERPRISES, INC.** ("GEI" or "we") and _____ ("Franchisee" or "you") dated _____ is entered into simultaneously with the execution of the Franchise Agreement.

The provisions of this Amendment form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Amendment applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise **Investment** Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the

franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to

regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

IN WITNESS WHEREOF, you on behalf of yourself and your owners acknowledge that you have read and understand the contents of this Amendment, that you have had the opportunity to obtain the advice of counsel, and that you intend to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment on _____.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name:_____

Title:_____

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

EXHIBIT J

VETFRAN ADDENDUM TO FRANCHISE AGREEMENT

VETFRAN PROGRAM ADDENDUM
TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT

This Addendum to the Franchise Agreement dated _____ ("Franchise Agreement") between GOSH ENTERPRISES INC. ("GEI"), an Ohio corporation, and _____ ("Franchisee"), a _____, is entered into as of _____.

RECITALS

In order to recognize the contribution of United States military personnel, attract new franchisees and encourage the development of franchised Charleys Restaurants, GEI has implemented a veterans incentive program ("VetFran Program") for qualified veteran franchisees that develop and open new Charleys Restaurants.

Franchisee (or if Franchisee is an entity, a holder of at least a 51% ownership in Franchisee) is a veteran and has provided GEI with a DD Form 214 or other adequate documentation, as determined by GEI, demonstrating honorable discharge from the United States military.

Franchisee does not currently operate any Charleys Restaurants.

Since Franchisee's development of the Charleys Restaurant to be located at _____ (the "Restaurant") meets the criteria for the VetFran Program, GEI and Franchisee are entering into this Addendum to provide the VetFran Program benefits to Franchisee and to modify certain provisions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Franchise Fee Reduction. Notwithstanding the provisions of Section 6.01 of the Franchise Agreement, Franchisee shall pay a reduced Franchise Fee to GEI in the amount of $12,250.

2. Repayment of Reduced Franchise Fee on Transfer or Termination. If, prior to the first anniversary of the opening date of the Restaurant, (a) Franchisee transfers the Restaurant (or if Franchisee is an entity, any equity interests in Franchisee are transferred); or (b) GEI terminates the Franchise Agreement, then Franchisee must pay to GEI the portion of the Franchise Fee that was waived by GEI in the amount of $12,250.

3. Capitalized Terms. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

5. Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which

together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission (including, without limitation, PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum as of the day and year first above written.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name: Candra Alisiswanto

Title: Executive Vice President

FRANCHISEE
If a corporation, limited liability company or partnership:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

Print Name:_____

EXHIBIT K

GENERAL RELEASE

GENERAL RELEASE

The following is our current general release language that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release.

General Release

THIS GENERAL RELEASE (the "**Release**") is made and entered into on this _____day of _____, 20___ (the "**Effective Date**"), by and between:

- Gosh Enterprises, Inc. ("GEI"), an Ohio corporation whose principal place of business is 5000 Arlington Centre Blvd. Suite 5300, Columbus, Ohio 43220 ("**Franchisor**"); and
- _____a [resident of] [corporation organized in] [limited liability company organized in] _____ and having offices at _____ ____[("**Franchisee**")] [("**Transferor**")].

BACKGROUND:

A. Franchisor and Franchisee are party to a Franchise Agreement dated _____ (the "**Agreement**");

B. Franchisor and Franchisee have agreed, pursuant to the Agreement, [to renew or extend Franchisee's rights under the Agreement (the "**Renewal Transaction**")] [to permit a transfer or assignment of _____ pursuant to the Agreement (the "**Transfer Transaction**")], and in connection with the [Renewal Transaction] [Transfer Transaction], Franchisor and [Franchisee] [Transferor] have agreed to execute this Release, along with such other documents related to the approved [Renewal Transaction] [Transfer Transaction].

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

1. Release. [Franchisee] [Transferor], if they are an entity, on behalf of its affiliates and their respective shareholders, owners, partners, directors, officers, limited liability company members, managers, agents and employees, and their respective successors and assigns, and, if they are an individual, on behalf of their heirs, representatives, successors and assigns (the "**Franchisee Group**"), hereby forever release and discharge, and forever hold harmless Franchisor, its current and former affiliates and predecessors, and their respective shareholders, directors, officers, limited liability company members, managers, agents and employees, and their respective successors and assigns (the "**Franchisor Group**"), from any and all claims, demands, debts, liabilities, actions or causes of action, costs, agreements, promises, and expenses of every kind and nature whatsoever, at law or in equity, whether known or unknown, foreseen and unforeseen, liquidated or unliquidated, which the Franchisee Group and/or its owners had, have, or may have against any member of the Franchisor Group, including, without limitation, any claims or causes of action arising from, in connection with or in any way related or pertaining, directly or indirectly, to the Agreement, the relationship created by the Agreement, or the development, ownership, or

operation of a Charleys restaurant. The Franchisee Group further indemnifies and holds the Franchisor Group harmless against, and agrees to reimburse them for any loss, liability, expense, or damages (actual or consequential) including, without limitation, reasonable attorneys', accountants', and expert witness fees, costs of investigation and proof of facts, court costs, and other litigation and travel and living expenses, which any member of the Franchisor Group may suffer with respect to any claims or causes of action which any customer, creditor, or other third party now has, ever had, or hereafter would or could have, as a result of, arising from, or under the Agreement or the Charleys restaurant. The Franchisee Group and its owners represent and warrant that they have not made an assignment or any other transfer of any interest in the claims, causes of action, suits, debts, agreements, or promises described herein.

2. General Terms.

2.1. This Release shall be binding upon, and inure to the benefit of, each party's respective heirs, representatives, successors, and assigns.

2.2. This Release shall take effect upon its acceptance and execution by each of the parties hereto.

2.3. This Release may be executed in counterparts, and signatures exchanged by fax, and each such counterpart, when taken together with all other identical copies of this Release also signed in counterpart, shall be considered as one Release.

2.4. The captions in this Release are for the sake of convenience only, and shall neither amend nor modify the terms hereof.

2.5. This Release constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof, and supersedes all prior agreements and communications concerning the subject matter hereof. No other representations have induced the parties to execute this Release. The parties agree that they have not relied upon anything other than the words of this Release in deciding whether to enter into this Release.

2.6. No amendment, change, or variance from this Release shall be binding on either party unless in writing and agreed to by all of the parties hereto.

2.7. [For California franchisees, add this paragraph]: [Franchisee] [Transferor] on behalf of the Franchisee Group expressly waives and relinquishes all rights and benefits which it may now have or in the future have under and by virtue of California Civil Code Section 1542. The parties do so understanding the significance and consequence of such specific waiver. Section 1542 provides that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." For the purpose of implementing a general release and discharge as described in Section 1. above, the parties expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims described in Section 1 above which the parties do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Release in duplicate on the day and year first above written.

GOSH ENTERPRISES, INC.,
an Ohio corporation:

By:_____

Print Name: Candra Alisiswanto

Title: Executive Vice President

FRANCHISEE
If a business entity:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

EXHIBIT L

WALMART LOCATION ADDENDUM TO FRANCHISE AGREEMENT

ADDENDUM TO THE CHARLEYS RESTAURANT FRANCHISE AGREEMENT FOR A WALMART STORE LOCATION

THIS ADDENDUM to the Charleys Restaurant Franchise Agreement by and between **GOSH ENTERPRISES, INC.** (**"we"**, **"us"** or **"GEI"**) and _____ ("**Franchisee**" or "**you**") is entered into and made effective as of _____.

RECITALS

A. Pursuant to a Charleys Restaurant Franchise Agreement dated as of _____ ("**Franchise Agreement**"), we granted you the right to develop and operate a franchised Charleys Restaurant (the "**Restaurant**") within a Walmart®-branded retail store (a "Walmart Store").

B. The parties desire to amend the Franchise Agreement as reflected in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the parties agree as follows:

1. **Walmart Location.** You represent, and in connection with signing this Addendum have provided us (or agree to provide promptly upon our request) relevant supporting documentation, that you signed a Sub-Sublease with our affiliate, CPS Sites LLC (the "Sub-Sublease"), whereby you have the right to occupy the Restaurant premises, which is located within an existing Walmart Store.

2. **Default and Termination.** The following section 14.02(12) is added to the end of Section 14.02 of the Franchise Agreement:

> (12) remain in material default beyond the applicable cure period under the Sub-Sublease and/or the Sub-Sublease expires or is terminated.

3. **Miscellaneous.** The Recitals are hereby incorporated into this Addendum by this reference. The captions in this Addendum are for convenience only. All capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. **Limited Modification**. The Franchise Agreement and this Addendum constitute the entire, full and complete agreement between the parties concerning the matters herein and supersede any and all prior agreements. In the event of a conflict between the terms of the Franchise Agreement and this Addendum, the terms of this Addendum shall control. Except as amended, modified or supplemented by this Addendum, the terms and conditions of the Franchise Agreement are hereby ratified and confirmed.

5. **Counterparts**. This Addendum may be executed in multiple counterparts, each of which when executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Addendum by electronic transmission (including an electronic signature platform such as DocuSign or the transmission of a scanned PDF document) shall be effective as delivery of a manually executed counterpart of this Addendum.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum, which is made effective as of the day and year first noted above.

GOSH ENTERPRISES, INC.,
an Ohio corporation

By:_____

Print Name: Candra Alisiswanto

Title: Executive Vice President

FRANCHISEE
If a business entity:

By:_____

Print Name:_____

Title:_____

If Individuals:

By:_____

Print Name:_____

By:_____

EXHIBIT M

SUB-SUBLEASE AGREEMENT

(WALMART LOCATIONS)

BASIC SUB-SUBLEASE TERMS

(WM#___, [City, State])

Sub-Sublandlord: CPS Sites LLC, an Ohio limited liability company

Sub-Subtenant: _____, a _____ [corporation or company]

Sublandlord: Concept Development Solutions LLC, a Florida limited liability company

Master Landlord: Wal-Mart Stores East, LP, Wal-Mart Stores, Inc., Wal-Mart Louisiana, LLC, Wal-Mart Stores Texas, LLC, and/or Wal-Mart Stores Arkansas, LLC

Master Lease: That certain Master Lease Agreement dated May 10, 2012 (the "Master Lease"), among Sublandlord and Master Landlord. Pursuant to the Master Lease, Master Landlord and Sublandlord have or will execute an "Attachment A" in and for the specific the premises described therein that will incorporate such premises into the Master Lease and become the "Sub-Sublease Premises" hereunder ("Attachment A").

Master Sublease: That certain Master Sublease Agreement dated February 25, 2021, by and between Sublandlord and Sub-Sublandlord. Pursuant to the terms of the Master Sublease, Sublandlord and Sub-Sublandlord have or will execute a Letter of Acceptance in and for the Sub-Sublease Premises (as defined below), and following the execution of the Letter of Acceptance and corresponding issuance of an Attachment A per the terms of the Letter of Acceptance, have or will issue a sublease under the Master Sublease specifically applicable the Sub-Sublease Premises. The Master Sublease Agreement, the Letter of Acceptance, the sublease referred to herein and all attachments to such documents are hereinafter collectively, the "Master Sublease"). The Master Sublease is attached hereto as **Schedule 1**. In addition, Sub-Subtenant hereby acknowledges and agrees that Sub-Subtenant has received a copy of the Master Lease, appropriately redacted, if required by Master Landlord or Sublandlord. The Master Lease and the Master Sublease are hereinafter collectively referred to as the "Master Sublease Documents."

Sub-Sublease Premises: The Sub-Sublease Premises described in Attachment A, which such Sub-Sublease Premises shall be subject to all terms and provisions set forth in the Master Sublease Documents.

Term: 10 years with one (1) five-year extension option upon the mutual consent of Master Landlord and Sub-Subtenant.

Commencement Date: The earlier of (a) _____ or (b) the first date Sub-Subtenant is open for business on the Sub-Sublease Premises.

Expiration Date: Subject to any extension option as herein provided and subject to all terms and conditions set forth herein, the 10th anniversary of the Commencement Date, as modified in accordance with Section 3.4 of the Master Lease.

Accordingly, if the anniversary date falls between July 1 and December 31 of a given year, then the Expiration Date extends to January 31 of the following year.

Fees and Rent: See Section 4 of Sub-Sublease.

Sub-Subtenant's Address for Notices: _____
_____
_____
Attn:

Sub-Sublandlord's Address for Notices: CPS Sites LLC
5000 Arlington Centre Blvd., Suite 5300
Columbus, Ohio 43220

Use: Per the terms of Master Sublease Documents

SUB-SUBLEASE

This Sub-Sublease ("Sub-Sublease") is dated _____, 20__, for reference purposes only, and is entered into by and between CPS Sites LLC, an Ohio limited liability company ("Sub-Sublandlord") and [legal entity name], a _____ [corporation] [or] [limited liability company] ("Sub-Subtenant"), as a sub-sublease under the Master Sublease Documents. All initially capitalized terms used herein and not otherwise expressly defined herein shall have the meanings given to such terms in the Basic Sub-Sublease Terms or Master Sublease Documents.

R E C I T A L S

A. WHEREAS, Sub-Sublandlord, as a Subtenant, subleases the Sub-Sublease Premises from the Sublandlord; and

B. WHEREAS, Sub-Subtenant desires to sublease from Sub-Sublandlord, and Sub-Sublandlord desires to sublease to Sub-Subtenant, the Sub-Sublease Premises, on all of the same terms and conditions as the provided in the Master Sublease Documents applicable to the Sub-Sublease Premises as though Sub-Sublandlord were the Sublandlord and Sub-Subtenant were the Subtenant thereunder, subject to the terms of this Sub-Sublease.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Sub-Sublease Premises. Sub-Sublandlord hereby subleases to Sub-Subtenant and Sub-Subtenant hereby subleases from Sub-Sublandlord the Sub-Sublease Premises, upon and subject to all of the terms, covenants, rentals and conditions hereinafter set forth.

2. Term. The Term of this Sub-Sublease is as set forth in the Basic Sub-Sublease Terms, unless sooner terminated pursuant to the terms hereof or the Master Sublease Documents.

3. Delivery and Acceptance. The Sub-Sublease Premises shall be delivered to Sub-Subtenant in its "as is" condition on the date that Sub-Subtenant takes possession thereof (*also see* Section 11 of this Sub-Sublease below), subject to Sub-Subtenant's construction obligations and liabilities associated with the Sub-Sublease Premises as set forth in the Master Sublease Documents as applicable to the Sub-Sublease Premises.

4. Fees and Rent. In consideration of this Sub-Sublease, Sub-Subtenant shall pay directly to Sub-Sublandlord the following:

(a) an advance payment of One Thousand Dollars ($1,000.00) (the "Advance Payment") to be applied against subsequent amounts due under this Sub-Sublease;

(b) a one-time placement fee of Seven Hundred Fifty Dollars ($750.00) (the "Placement Fee");

(c) a plan review fee of One Thousand Four Hundred Dollars ($1,400.00) (the "Plan Review Fee");

a weekly Rent/CAM/Utility fee equal to **ten percent (10%)** of weekly Gross Sales for the Sub-Sublease Premises, with a minimum of Seven Hundred Fifty Dollars ($750.00) (the "Rent");

(d) a weekly digital menu board support fee of twenty seven dollars and fifty cents ($27.50) for the Sub-Sublease Premises (the "Digital Fee");

(e) a leased premises improvement charge, if applicable, and as designated in the applicable Master Sublease Documents (the "LPIC");

(f) an architectural fee, if applicable, and as designated in the applicable Master Sublease Documents (the "Arch Fee"); and

(g) a technology fee of six dollars and fifty cents ($6.50) for the for the Sub-sublease Premises (the "Technology Fee");

(h) an internet service access charge of one hundred and fifty dollars ($150.00), if applicable, should Sub-subtenant choose an internet service provider other than the one designated by Master Landlord ("DMARC fee").

(g) any other fee as may be applicable to the Sub-Sublease Premises pursuant to the applicable Master Sublease Documents.

The Advance Payment, Placement Fee, and Plan Review Fee shall be due and payable immediately upon execution of this Sub-Sublease. Notwithstanding anything to the contrary in the Master Sublease Documents, the Rent and the Digital Fee shall be paid directly to Sub-Sublandlord **via Automated Clearing House (ACH) debit on or before Wednesday of each week with respect to the Gross Sales incurred during the immediately preceding week**. In addition, the Gross Sales reporting required by Appendix-1 (Addendum) to the Master Lease shall be provided directly to Sub-Sublandlord on at least a weekly basis along with a calendar-month summary Gross Sales report provided to Sub-Sublandlord no later than the third (3rd) calendar day of each month and **all Gross Sales reporting shall include transaction counts**. The LPIC and Arch Fee, if any, shall be due and payable to Sub-Sublandlord 10 days prior to the applicable Delivery Date (as described in Section A-II of Attachment A). Any payment of Rent not paid on the due date thereof shall be subject to the late charges and interest as per the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises.

5. Insurance. Sub-Subtenant, at its sole cost and expense, shall maintain for the benefit of Sub-Subtenant, Sub-Sublandlord, Sublandlord, and Master Landlord, and naming Sub-Sublandlord, Sublandlord, and Master Landlord as additional insureds, all insurance as required under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. All policies or certificates with receipts evidencing payment of the premiums therefor, shall be delivered to Sub-Sublandlord, Sublandlord and Master Landlord prior to the Commencement Date.

6. Consent of Sublandlord and Master Landlord. With respect to any approval or consent required to be obtained from the Sublandlord and/or the Master Landlord per the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises, such approval or consent must be obtained from each of Sub-Sublandlord, Sublandlord and Master

Landlord and, without limiting the reasons, the approval of Sub-Sublandlord may be withheld if Sublandlord or Master Landlord approval or consent is not obtained.

7. Assumption/Subject to Sublease and Master Lease. For the benefit of the Sublandlord and Master Landlord, Sub-Subtenant assumes the obligations and rights of Sublandlord and Sub-Sublandlord under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. Further, this Sub-Sublease is and at all times shall be subject and subordinate to the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises and the rights of the Sublandlord and Master Landlord respectively thereunder. Sub-Subtenant shall not commit or permit to be committed on the Sub-Sublease Premises any act or omission which shall violate any term or condition of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. Sub-Subtenant hereby expressly assumes and agrees to comply with all provisions of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises and to perform all the obligations on the part of the Sub-Sublandlord and Sublandlord to be performed under the terms of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. In the event of a conflict between the provisions of this Sub-Sublease and the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises, as between Sub-Sublandlord and Sub-Subtenant, the provisions of this Sub-Sublease shall control.

8. Incorporation of Sublease and Master Lease/Interpretation. The terms, provisions and conditions contained in the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises are incorporated herein by reference, and are made a part hereof as if set forth at length as applicable to the Sub-Sublease Premises, provided, however, that with respect to work, services, repairs, restoration, insurance or the performance of any other obligation of Sub-Sublandlord, the sole obligation of Sub-Sublandlord shall be to request the same in writing from Sublandlord or Master Landlord as the case may be as and when requested to do so by Sub-Subtenant, and to use Sub-Sublandlord's reasonable good faith efforts (provided Sub-Subtenant pays all reasonable third party out-of-pocket costs incurred by Sub-Sublandlord in connection therewith).

Sub-Subtenant acknowledges that it has received a copy of and has reviewed and is familiar with the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises. Sub-Subtenant further acknowledges that it is bound by the terms and conditions of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises and agrees to comply with all duties and obligations of Sub-Sublandlord, as subtenant thereunder, during the Term of this Sub-Sublease.

9. Default.

(a) Upon the occurrence of Sub-Subtenant's default of its obligations hereunder (subject to the cure periods provided in the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises), Sub-Sublandlord shall have remedies available at law or in equity, and any and all remedies shall be cumulative and nonexclusive.

(b) An event of default shall be further deemed to occur under this Sub-Sublease in the event that Sub-Subtenant (or its owner or affiliate) shall remain in default beyond the applicable cure period under any other agreement with Sub-Sublandlord or its affiliates (i.e., franchise agreement with Gosh Enterprises, Inc.). Sub-Subtenant shall grant

Sub-Sublandlord a first security interest in all furniture, fixtures and equipment until expiration of the Sub-Sublease as security for the payment of all Rent and other obligations under this Sub-Sublease.

(c) If Sub-Subtenant is in default of its obligations under this Sub-Sublease, Sub-Sublandlord may cure the default and Sub-Subtenant shall forthwith pay to Sub-Sublandlord, as additional Rent, a sum of money equal to all amounts expended by Sub-Sublandlord in curing such default. If suit is brought by Sub-Sublandlord on account of any default of Sub-Subtenant and if such default is established, Sub-Subtenant shall pay to Sub-Sublandlord all expenses of such suit including reasonable attorney's fees. Any payment by Sub-Subtenant of a sum of money less than the entire amount due Sub-Sublandlord at the time of such payment shall be applied to the obligations of Sub-Subtenant then furthest in arrears. No endorsement or statement on any check or accompanying any payment shall be deemed an accord and satisfaction and any payment accepted by Sub-Sublandlord shall be without prejudice to Sub-Sublandlord's right to obtain the balance due or pursue any other remedy available to Sub-Sublandlord both in law and in equity.

Notwithstanding anything contained herein to the contrary, in the event Sub-Subtenant receives from Sub-Sublandlord any notice to cure any default under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises which notice is based upon cure periods available to Sub-Sublandlord pursuant to the Master Sublease Documents, Sub-Subtenant shall cure such condition at least two (2) business days prior to the time required of Sub-Sublandlord for the cure thereof with respect to monetary defaults and at least ten (10) days prior to the time required of Sub-Sublandlord for the cure thereof with respect to non-monetary defaults.

10. Condition of the Sub-Sublease Premises. Sub-Subtenant is subleasing the Sub-Sublease Premises on an "AS IS" basis, and Sub-Sublandlord has made no representations or warranties, express or implied, with respect to the condition of the Sub-Sublease Premises as of the Commencement Date. Sub-Sublandlord shall have no obligation whatsoever to make or pay the cost of any alterations, improvements or repairs to the Sub-Sublease Premises. Sub-Sublandlord shall have no obligation to perform any of the repairs required to be performed by Sublandlord under the terms of the Master Sublease Documents or Master Landlord under the terms of the Master Lease as specifically applicable to the Sub-Sublease Premises. Without waiving, or modifying, any required consent rights, in the event that Sub-Subtenant makes any alterations to the Sub-Sublease Premises, Sub-Subtenant shall be solely responsible at its own cost, and at Sub-Sublandlord's election upon the expiration or earlier termination of this Sub-Sublease (if the Sub-Sublandlord so requires at that time) or the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises (if the Sublandlord or Master Landlord so requires at that time) to remove part or all alterations make for or on behalf of the Sub-Subtenant and restore the Sub-Sublease Premises to the condition existing prior to such alterations.

11. Entire Agreement. This Sub-Sublease, the Basic Sub-Sublease Terms and the provisions of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises incorporated herein by the express terms of this Sub-Sublease constitute the complete and exclusive agreement among the parties with respect to the matters contained herein and supersede all prior written or oral agreements or statements by and among the parties hereto, provided that this Sub-Sublease shall be at all times subject to all of the terms

and conditions of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises.

12. Counterparts/Signatures. This Sub-Sublease may be executed in counterparts, each of which will constitute an original, but all of which together will constitute one and the same instrument. The parties agree that facsimile, emailed or photocopied signatures hereon will be deemed originals for all purposes.

13. Guaranty. This Sub-Sublease shall be conditioned upon Guarantor's execution and delivery of the Guaranty in the form attached hereto as Exhibit A.

14. Care and Restoration. Without limiting any other provision of this Sub-Sublease or the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises, Sub-Subtenant shall take good care of the Sub-Sublease Premises, suffer no waste or injury thereto and shall comply with all laws, orders and regulations which are imposed on Sub-Sublandlord and are applicable to the Sub-Sublease Premises and Sub-Subtenant's use thereof.

15. Termination. If for any reason the term of the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises is terminated prior to the Expiration Date of this Sub-Sublease, this Sub-Sublease shall thereupon terminate, and Sub-Sublandlord shall not be liable to Sub-Subtenant by reason thereof for damages or otherwise, except that Sub-Sublandlord shall return to Sub-Subtenant a portion of any Rent paid in advance by Sub-Subtenant, if any, prorated as of the date of the termination of this Sub-Sublease.

16. Sub-Sublandlord's Obligations. Under no circumstances shall Sub-Sublandlord be liable for the loss of or injury to persons or property, occurring, in connection with or incidental to the failure of any heating, air-conditioning, utilities, or services nor shall any such failure relieve Sub-Subtenant from its duty to pay the full amount of Rent owing hereunder, or constitute a constructive or other eviction occurring after the Commencement Date of Sub-Subtenant. Sub-Subtenant hereby releases Sub-Sublandlord from any obligation under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises or hereunder to deliver or perform or to cause Master Landlord to deliver or perform any such service, repair, replacement or restoration.

17. Indemnification.

(a) Notwithstanding any provision to the contrary contained in this Sub-Sublease, except to the extent caused by the gross negligence, fraud, or willful misconduct of Sub-Sublandlord, Sub-Subtenant shall protect, defend, indemnify and save harmless, Sub-Sublandlord from and against all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees and related disbursements, which may be imposed upon or incurred by or asserted against Sub-Sublandlord by reason of any of the following occurring during the Term of this Sub-Sublease:

(i) any work or thing done or condition created by Sub-Subtenant in, on or about the Sub-Sublease Premises or any part thereof;

(ii) any utilities, services, repairs, replacements or restorations

requested by Sub-Subtenant from Master Landlord;

(iii) any use, non-use, possession, occupation, operation, maintenance or management by Sub-Subtenant of the Sub-Sublease Premises or any part thereof, or passageway entrance or space adjacent thereto;

(iv) any negligence or willful misconduct on the part of Sub-Subtenant or any of its agents, contractors, servants, employees or licensees;

(v) any accident, injury or damage to any person or property occurring in, on or about the Sub-Sublease Premises or any part thereof, or any passageway, entrances or space adjacent thereto;

(vi) any failure on the part of Sub-Subtenant to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in this Sublease on Sub-Subtenant's part to be kept, observed and performed; or

(vii) the termination of this Sub-Sublease by reason of the occurrence of an event of default caused by Sub-Subtenant.

(b) In furtherance of the foregoing, Sub-Subtenant shall not (i) do or permit to be done anything prohibited to Sub-Sublandlord, as subtenant under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises, or (ii) take any action or do or permit any action which would result in any additional cost or other liability to Sub-Sublandlord under the Master Sublease Documents as specifically applicable to the Sub-Sublease Premises or this Sub-Sublease.

(c) In addition to, and not in limitation of the undertakings of herein above, to the extent that Sub-Sublandlord has agreed to indemnify Master Landlord and Sublandlord, so in this Sublease, Sub-Subtenant likewise agrees to indemnify Sublandlord and Master Landlord.

(d) In case any action or proceeding is brought against Sub-Sublandlord by reason of any such claim, Sub-Subtenant, upon written notice from Sub-Sublandlord, shall, at Sub-Subtenant's sole cost and expense, resist or defend such action or proceeding by counsel and no approval of counsel shall be required in each and every instance where the claim is resisted or defended by counsel of an insurance carrier obligated so to resist or defend such claim.

[18. CASp Disclosure. Pursuant to California Civil Code Section 1938, Sub-Sublandlord hereby discloses, and Sub-Subtenant hereby acknowledges, that the Sub-Sublease Premises have not been inspected by a Certified Access Specialist ("CASp"). California Civil Code Section 1938 also requires that this Sub-Sublease contain the following statement: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant.

The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs to correct violations of the construction related accessibility standards within the premises." In accordance with the foregoing, Sub-Subtenant, upon at least thirty (30) days' prior written notice to Sub-Sublandlord, shall have the right to require a CASp inspection of the Sub-Sublease Premises. If Sub-Subtenant requires a CASp inspection of the Sub-Sublease Premises, then: (i) Sub-Sublandlord and Sub-Subtenant shall mutually agree on the arrangements for the time and manner of the CASp inspection during such thirty (30) day period; (ii) Sub-Subtenant shall be solely responsible to pay the cost of the CASp inspection as and when required by the CASp; and (iii) Sub-Subtenant shall pay to Sub-Sublandlord, as and when required by Sub-Sublandlord, the cost of making any repairs to correct violations of the construction related accessibility standards within or relating to the Sub-Sublease Premises, if such payment obligation is owed by Sub-Sublandlord as tenant under the Sublease.]

IN WITNESS WHEREOF, the parties have executed this Sub-Sublease as of the day and year first above written.

SUB-SUBLANDLORD:

CPS Sites LLC,
an Ohio limited liability company

By:_____
Name: Candra Alisiswanto
Title: CFO

SUB-SUBTENANT:

[_____] ,
a [_____] [corporation or company]

By:_____
Name:_____
Title:_____

EXHIBIT A

GUARANTY

[TO BE ATTACHED]

GUARANTY

(WM#___, [City, State])

In consideration of, and as an inducement for the granting, execution and delivery of the Sub-Sublease, executed or to be executed on or about the date hereof (the "Sub-Sublease") between CPS Sites LLC, the Sub-Sublandlord therein named ("Sub-Sublandlord", which term shall be deemed to include the named Sub-Sublandlord and its successors and assign) and [_____], the Sub-Subtenant therein named ("Sub-Subtenant", which term shall be deemed to include the named Sub-Subtenant and its successors and assigns) related to certain premises located at a Walmart store #___in [City], [State] (the "Premises"), and in further consideration of the sum of One ($1.00) Dollar and other good and valuable consideration paid by Sub-Sublandlord to the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned _____, whose address is _____ ("Guarantor", which term shall be deemed to include the named Guarantor and its successors and assigns), hereby guarantees, absolutely and unconditionally, to Sub-Sublandlord the full and prompt payment of any and all charges and sums (including, without limitation, Sub-Sublandlord's legal expenses and reasonable attorneys' fees and disbursements) payable by Sub-Subtenant under the Sub-Sublease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Sub-Subtenant; and Guarantor hereby covenants and agrees to and with Sub-Sublandlord that if default shall at any time be made by Sub-Subtenant in the payment of any charges and sums, or if Sub-Subtenant should default in the performance and observance of any of the terms, covenants and conditions contained in the Sub-Sublease, Guarantor shall and will forthwith pay any and all charges and sums, to Sub-Sublandlord and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants and conditions and will forthwith pay to Sub-Sublandlord all damages that may arise in consequence of any default by Sub-Subtenant under the Sub-Sublease, including, without limitation, all reasonable attorneys' fees, and disbursements incurred by Sub-Sublandlord or caused by any such default or the enforcement of this Guaranty.

This Guaranty is an absolute and unconditional guaranty of payment (and not of collection) and of performance. The liability of Guarantor is co-extensive with that of Sub-Subtenant and this Guaranty shall be enforceable against Guarantor without the necessity of any suit or proceeding on Sub-Sublandlord's part of any kind or nature whatsoever against Sub-Subtenant and without the necessity of any notice of non-payment, non-performance or non-observance or of any notice of acceptance of this Guaranty or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guaranty and the obligations of Guarantor hereunder shall in no way be terminated, affected, diminished or impaired by reason of (a) the assertion or the failure to assert by Sub-Sublandlord against Sub-Subtenant of any of the rights or remedies reserved to Sub-Sublandlord pursuant to the terms, covenants and conditions of the Sub-Sublease, or (b) any non-liability of Sub-Subtenant under the Sub-Sublease, whether by insolvency, discharge in bankruptcy, or any other defect or defense which may now or hereafter exist in favor of Sub-Subtenant.

This Guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment,

renewal, modification, amendment or extension of the Sub-Sublease, or (b) any period of time Sub-Subtenant remains in possession after the expiration of the Term of the Sub-Sublease either on a month-to-month basis, as a holdover, as a tenant at sufferance or in any other legal capacity, or (c) any modification or waiver of or change in any of the terms, covenants and conditions of the Sub-Sublease by Sub-Sublandlord and Sub-Subtenant, or (d) any extension of time that may be granted by Sub-Sublandlord to Sub-Subtenant, (e) any consent, release, indulgence or other action, inaction or omission under or in respect of the Sub-Sublease, or (f) any dealings or transactions or matter or thing occurring between Sub-Sublandlord and Sub-Subtenant, or (g) any bankruptcy, insolvency, reorganization, liquidation, arrangement, Sub-Sublease for the benefit of creditors, receivership, trusteeship or similar proceeding affecting Sub-Subtenant, whether or not notice thereof or of any thereof is given to Guarantor.

Should Sub-Sublandlord be obligated by any bankruptcy or other law to repay to Sub-Subtenant or to Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guaranty shall be reinstated in the amount of such repayments. Sub-Sublandlord shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

No delay on the part of Sub-Sublandlord in exercising any right, power or privilege under this Guaranty or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

No waiver or modification of any provision of this Guaranty nor any termination of this Guaranty shall be effective unless in writing, signed by Sub-Sublandlord; nor shall any such waiver be applicable except in the specific instance for which given.

All of Sub-Sublandlord's rights and remedies under the Sub-Sublease and under this Guaranty, now or hereafter existing at law or in equity or by statute or otherwise, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Sub-Sublandlord or perform or fulfill any term, covenant or condition hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Sub-Sublandlord in writing that such payment or performance as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Sub-Sublandlord to any payment by Sub-Subtenant or out of the property of Sub-Subtenant, except after payment of all sums or fulfillment of all covenants, terms, conditions or agreements to be paid or performed by Sub-Subtenant.

Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Sub-Sublandlord, execute, acknowledge and deliver to Sub-Sublandlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and

effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Premises.

As a further inducement to Sub-Sublandlord to make and enter into the Sub-Sublease and in consideration thereof, Sub-Sublandlord and Guarantor covenant and agree that in any action or proceeding brought on, under or by virtue of this Guaranty, Sub-Sublandlord and Guarantor shall and do hereby waive trial by jury. Without regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the internal laws of the State in which the Sub-Subleased Premises are located.

Guarantor warrants and represents to Sub-Sublandlord that it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court of competent jurisdiction, then Guarantor shall be deemed to be a subtenant under the Sub-Sublease with the same force and effect as if Guarantor were expressly named as a joint subtenant therein.

As used herein, the term "successors and assigns" shall be deemed to include the heirs and legal representatives of Sub-Subtenant and Guarantor, as the case may be. If there is more than one Guarantor, the liability hereunder shall be joint and several. All terms and words used in this Guaranty, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

If Guarantor is an individual, Guarantor warrants and represents that it is owner of more than fifty percent (50%) of the issued and outstanding shares of voting stock (or membership interests) of Sub-Subtenant, and is a principal officer of Sub-Subtenant. If Guarantor is a corporation or limited liability company, Guarantor warrants and represents that Sub-Subtenant is a wholly-owned subsidiary or affiliate of Guarantor and that the execution and delivery of this Guaranty is not in contravention of its charter, operating agreement or by-laws or applicable state laws and has been duly authorized by its board of directors or members. Upon request of Sub-Sublandlord, Guarantor agrees to deliver to Sub-Sublandlord a resolution authorizing the execution and delivery of this Guaranty.

If Guarantor fails to pay any amount payable under this Guaranty when due, interest on such amount shall accrue at an annual interest rate equal to the lesser of fifteen percent (15%) or the maximum rate allowed by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty as of _____.

By: _____
Name: _____

Title:_____

STATE OF _____)

) ss.:

COUNTY OF _____)

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on _____, 20__, before me personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.

_____

Notary Public

(SEAL)

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:

STATES	EFFECTIVE DATE
California	April 28, 2026
Hawaii	July 13, 2026
Illinois	April 28, 2026
Indiana	April 28, 2026
Maryland	May 4, 2026
Michigan	April 28, 2026
Minnesota	June 9, 2026
New York	April 28, 2026
North Dakota	April 28, 2026
Rhode Island	May 17, 2026
South Dakota	April 28, 2026
Virginia	April 28, 2026
Washington	April 30, 2026
Wisconsin	April 28, 2026

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.

ITEM 23
RECEIPT

This franchise disclosure document for Charleys Restaurants summarizes certain provisions of the franchise agreement and other information in plain language. Read this franchise disclosure document and all agreements carefully.

If Gosh Enterprises Inc. offers you a franchise, Gosh Enterprises Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make payment to, Gosh Enterprises Inc. or its affiliates in connection with the proposed sale or grant or sooner if required by applicable state law.

New York requires that Gosh Enterprises Inc. gives you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires that Gosh Enterprises Inc. gives you this disclosure document at the earlier of the first personal meeting or 14 calendar days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Michigan requires that Gosh Enterprises Inc. gives 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 Gosh Enterprises Inc. does not deliver this franchise disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit C.

The franchisor is Gosh Enterprises, Inc., located at 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220. Its telephone number is (614) 923-4700. Gosh Enterprises, Inc. authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

Issuance Date: April 28, 2026

The name, principal business address, and telephone number of the franchise seller offering the franchise is: Charley M. Shin, Founder, Chief Executive Officer, and Chairman, Candra Alisiswanto, Executive Vice President, John Woo, Vice President of Development, Bruce Kim, Vice President of Franchise Development, Ken Kanzaki, Director of Franchise Development, Xianwen (Evan) Fu, Franchise Development Manager, Anish Patel, Franchise Development Manager, and Howard Fickel, Chief Financial Officer, Gosh Enterprises, Inc., 5000 Arlington Centre Blvd., Suite 5300, Columbus, Ohio 43220, (614) 923-4700. Any additional individual franchise sellers involved in offering the franchise are _____.

I received a franchise disclosure document dated April 28, 2026. The franchise disclosure document included the following Exhibits:

A Franchise Agreement
B Operations Manual Table Of Contents
C List Of State Agencies/Agents For Service Of Process
D List Of Franchised Restaurants
E List Of Company-Owned Restaurants
F List Of Former Franchisees
G Financial Statements
H State Specific Amendments To Franchise Disclosure Document
I State Specific Amendments To Franchise Agreement
J VetFran Addendum To Franchise Agreement
K General Release
L Walmart Addendum to Franchise Agreement
M Sub-Sublease for Walmart Locations

_____ _____
Date Franchisee

_____
Print Name

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J VetFran Addendum To Franchise Agreement
K General Release
L Walmart Addendum to Franchise Agreement
M Sub-Sublease for Walmart Locations

_____ _____

Date Franchisee

_____

Print Name

(Insert date, sign and return to us)

GOSH ENTERPRISES, INC.
5000 Arlington Centre Blvd., Suite 5300
Columbus, Ohio 43220
(614) 923-4700
www.charleys.com

April 30, 2026

SUPPLEMENTAL DISCLOSURE

This Supplemental Disclosure to the Franchise Disclosure Document provides an update to Item 2 to remove Greg Wold as Vice President of Marketing. This update is to reflect personnel changes that have occurred since the issuance date of the Franchise Disclosure Document April 28, 2026. Gosh Enterprises, Inc., does not consider this information to be a material change to the information presented in the Franchise Disclosure Document.

Please complete the information below to confirm your receipt of this Supplemental Disclosure and return one signed copy to us for our records.

Date you received this Supplemental Disclosure:
Franchisee Business Entity (if you are an entity):
Your Signature:
Print Your Name:
Print Your Title (if you are signing on behalf of an entity):

ITEM 2

BUSINESS EXPERIENCE

1. Greg Wold is no longer listed in Item 2 of the FDD.